



Agenda

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

6:00 PM
Council Chambers
July 27, 2026

AGENDA NO. 2026-14-RG

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

1. CALL TO ORDER
2. INVOCATION
 - A. Pastor Lewis Martin Madison Church of the Nazarene
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. MINUTES NO. 2026-06-WS, DATED June 16, 2026
 - B. MINUTES NO. 2026-07-WS DATED June 17, 2026
 - C. MINUTES NO. 2026-12-RG, DATED June 22, 2026
7. PRESENTATIONS AND AWARDS
8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. **Resolution No. 2026-275-R:** Acceptance of \$1,000 recovered deductible from Alabama Municipal Insurance Corporation on Claim No. 065254 for an incident which occurred on December 30, 2025 (to be deposited into General Operating account)
- B. Acceptance of appropriation in the amount of \$2,485 from the City of Madison Beautification & Tree Board as a reimbursement for the purchase of an auger (\$725), and twenty-two (22) arborvitae trees (\$1,760) (to be deposited into Facilities & Grounds Department budget)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointments to the Town Madison Cooperative District Board--Ron Klein (Place 1), Kenneth Watson (Place 2)

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. **Resolution No. 2026-269-R:** Request for a Lounge Retail Liquor - Class II (Package) license from Sita Ram Corp., doing business as Sunset Spirits, for their location at 7609 Highway 72 West, Madison, AL 35758

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Proposed Ordinance No. 2026-149:** Adopting a Post-Construction Stormwater Ordinance into City of Madison's Code of Ordinances (First Reading)
- B. **Proposed Ordinance No. 2026-184:** Revising Article IV, Section F(9) of the Flood Damage Prevention Ordinance (Section 17-93 in the Madison City Code) Regarding Floodplain Land Conservation (First Reading).
- C. **Resolution No 2026-266-R:** Acceptance of Heritage Hills Phase 4 Subdivision into the City of Madison Maintenance Program

- D. **Resolution No. 2026-270-R:** Acceptance of donation of Right of Way for Royal Drive Extension Project

FACILITIES AND GROUNDS

- A. **Resolution No. 2026-276-R:** Authorizing Change Order No. 1 to the agreement with Mullins, LLC, for design and planning services for the additional parking lot at Toyota Field for an additional \$31,750 fee (to be paid from Multi-Use Venue Maintenance Fund)

FIRE & RESCUE

- A. **Resolution No. 2026-104-R:** Authorizing a Memorandum of Understanding with the Monrovia Volunteer Fire Department for the provision of fire response services

LEGAL

- A. **Proposed Ordinance No. 2026-247:** Amending Section 10-224 of the *City of Madison Code of Ordinances* to provide for a lodging tax rate of ten percent (10%) (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2026-255:** Vacation of a utility and drainage easement located within Lots 4 & 5 of Royal Drive Warehouses at Arlington Park Subdivision (First Reading 07/13/2026)
- B. **Proposed Ordinance No. 2026-265:** Vacation of a utility and drainage easement located within 108 Church Street, Lot 28, of the North Alabama Gas District Subdivision (First Reading)

POLICE

- A. **Resolution No. 2026-261-R:** Authorizing annual agreement with the City of Madison Board of Education for the provision of Crossing Guards for the 2026-2027 school year
- B. **Resolution No. 2026-262-R:** Authorizing annual agreement with the Madison Board of Education for the provision of School Resource Officers for the 2026-2027 school year

RECREATION

- A. **Resolution No. 2026-263-R:** Authorizing Facility Use Agreement with The Legacy Center, Inc., for the Generations Adult Day Care Program to be located at the Madison Meeting Hall
- B. **Proposed Ordinance No. 2026-267-R:** Amending the Fee Schedule for the use of Parks & Recreation Facilities (First Reading)
- C. **Resolution No. 2026-281-R:** Authorizing a Transportation Agreement with Madison Street Festival, Inc. for the 2026 Madison Street Festival to be held Saturday, October 3, 2026

REVENUE

- A. **Resolution No. 2026-216-R:** Authorizing the purchase of Tax and Revenue software from VertoSoft, LLC, through the Sourcewell National Purchasing Cooperative for use by the Revenue Department in the amount of \$491,125.09 (\$95,771.60 for August 1, 2026 - September 30, 2026; \$91,726.82 for FY 27, \$96,312.90 for FY 28, \$101,128.82 for FY 29, and \$106,184.93 for FY 30) to be paid from Revenue Department budget

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2026-06-WS
WORK SESSION MEETING
OF MADISON, ALABAMA
June 16, 2026**

The Madison City Council met in work session on Tuesday June 16, 2026, at 5:30 p.m. at Madison City Schools Central office at 211 Celtic Drive, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:32 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 David Bier	Absent
Council District No. 3 Billie Goodson	Present
Council District No. 4 Michael McKay	Absent
Council District No. 5 Alice Lessmann	Absent
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, Municipal Records Coordinator Amy Rumley, City Attorney Megan Zingarelli, Principal Planner Matt Davidson, and Director of Development Services Mary Beth Broeren.

PLANNING FOR MADISON'S GROWTH

Director of Development Services Mary Beth Broeren opened by sharing a presentation Madison Growth Policy, and Comprehensive Plan (Madison on Track). Ms. Broeren stated this in order to update the school board with respect to capital facility planning. Below are the topics discussed:

1. Land Use Planning in Madison
2. Growth Policy
3. Madison's Comprehensive Plan
 - Preferred Growth Scenario
 - Action Items
4. Residential Growth

Director of Development Services Mary Beth Broeren stated in 2017 that the city and school formed a joint city growth committee. This led to two primary outcomes:

1. Voters approving a property tax increase, which allowed for the construction of Journey Middle School, Midtown Elementary and Russell Branch Elementary

2. The Madison Growth Policy, which provides guidance on rezoning an annexation- the focus of this was to slow growth, pace growth, allow the school district to catch up with its facilities, along with other city infrastructure.

Growth Policy

Policy 1- The city supports development of new detached, low density, single family residential projects on property currently in the city limits for residential uses.

Policy 2- The city supports active adult and senior independent living communities, i.e. age-restricted communities for older adults.

Policy 3- Request to rezone property currently zoned for agriculture use to R-1, R-1A, R-1B, R1C (if established) or cluster zoning may be supported provided that protection of tree canopy/natural features and a phasing plan is incorporated into any development plan.

Policy 4- Requests to rezone properties to RZ, R3, R3-A or R4 zoning, regardless of density, will not be supported for detached single family development unless they are for single lots that are infill to an approved project or a project consistent with Policy 2.

Policy 5- The city supports limited development of new attached single family or multi family residential projects on property currently in the city limits and already zoned for such residential uses.

Policy 6- Property zoned or recommended for commercial or industrial development should not be supported to be rezoned to residential unless other significant city objectives are achieved.

Property requesting annexation into Madison

Policy 7- The city supports annexation of property proposed to include residential development if (1) the property is approximately three acres or less in size or (2) the property is part of a strategic annexation, which is defined as an annexation that results in a meaningful increase in commercial land inventory, preserves the city's ability to annex other potential commercial land, or include property that will be offered and suitable for public facilities such as schools, critical infrastructure, fire stations, etc.

A new comprehensive plan (Madison on Track, 2025-2045) was adopted by the planning commission in February 2025, subsequently acknowledged by the city council. There was a nineteen-member committee, Interim Superintendent Eric Terrell was the representative of Madison City School District. The preferred scenario out to 2045 included moderate population growth, including existing entitlement, infrastructure, availability of land, constraints on expansion, and community preference. The plan includes ten chapters:

- Chapter 1- Introduction to this plan
- Chapter 2- Madison's Past
- Chapter 3- Madison's Present
- Chapter 4- A Community's Vision
- Chapter 5- Our Future, Our Choice

Chapter 6- Continuing Community: Madison Placetypes, images shown reimagining Madison Boulevard and Old Madison Pike corridor

Chapter 7- Expanding Potential: Through Fiscal Resilience

Chapter 8- Connecting Place: Madison's: Madison's Mobility Network, 36 transportation projects, 51 sidewalk and greenway projects

Chapter 9-Retaining Place: Madison's Parks, Recreation, and Open Space

Chapter 10-Staying on Track: Madison's Path to Success: including 82 action items

There are three goal and action items specifically related to the school district:

1. Support a high-quality public education system while making provisions for growth
 - Continue to monitor and pace growth in coordination with the school district
2. Support quality schools to serve existing and future populations
 - Continue to inform the school district of proposed projects that may impact school capacity or affect district facilities
3. Expand mobility and reduce congestion by adding sidewalk, greenway, and bike lane connections in key locations, especially those that promote safe routes to schools
 - Identify safe routes to school infrastructure projects as priorities within the CIP, and seek state and federal funding to support their completion

Preferred growth scenario (2025-2045)

	Preferred Growth Scenario	Completed 2021 through May 2026	Approved but not Complete (A)	Net New Units Allowed (B)	Remaining Units Allowed (A+B)
Single Family	4,742	1,605	1,676	1,461	3,137
Multi-family	3,150	2,140	375	635	1,010
Total	7,892	3,745	2,051	2,096	4,147

School Board Member Tommy Overcash asks if parts of the 2045 comprehensive plan change as land development changes. Director of Development Services Mary Beth Broeren responded yes, on a project-by-project basis, to the city council's voting on projects.

Director of Development Services Mary Beth Broeren speaks of the difficulty of population estimation, best guess estimation of Madison City is 66,500. The housing number is an easier estimation, approximately 26,300.

School Board Member Tess Halbrooks asks about monitoring growth and potential vacancy numbers? Director of Development Services Mary Beth Broeren answers with all the multifamily units that came on the market in the metro region, the multifamily vacancy was up to about 18%, a healthy single family vacancy rate is about 5%. In Madison it was as low at 2%. Overtime would be estimated to be about 5% single-family and a little higher for multifamily.

Superintendent Dr. Ed Nichols thanked Director of Development Services Mary Beth Broeren for sending monthly updates on the planning commission. Superintendent Dr. Ed Nichols stated for the past ten years that Madison City Schools averaged about 327 new students a year. The growth plan has worked. In the last five years it has decreased to 200 new students a year. The explosion growth has not been on the Limestone County side it has been

in Triana. In the past five years Triana has gone from 660 students to almost 1200. Currently Madison City Schools has 13,247 students enrolled for next school year. For the first time Madison City schools will be at an 82% capacity in elementary schools, 85% capacity in middle schools, and high schools with about 4,100 students next year with a capacity of 4,200. Planning to expand the capacity with renovations at both high schools. With 2% growth by 2031, the district should have around 14,500 students. The unknown is the Triana growth. When Madison City Schools reach 14,500 students, 6,200 students in elementary school 96% capacity, about 3,600 in middle school 100% capacity, 4,700 in high schools. The objective is to keep the district balanced so that no matter where a house is bought the school is a quality school. Madison City School District right now is in a very good spot. Superintendent Dr. Ed Nichols thanked the Council and previous Council for slowing down the growth.

Council President Maura Wroblewski asks Superintendent Dr. Ed Nichols if there is a certain elementary school that has a lot more growth. Superintendent Dr. Ed Nichols responds with in the rezoning, Triana had to be split between four elementary schools.

Director of Development Services Mary Beth Broeren spoke on Triana. Triana two to three years ago adopted some growth control measures. Superintendent Dr. Ed Nichols confirmed the slowdown. School Board Member Cara Sexton Welsh asks Director of Development Services Mary Beth Broeren does Triana has a comprehensive plan. Director of Development Services Mary Beth Broeren states not that she is aware of. Council President Maura Wroblewski asks Interim Superintendent Eric Terrll asks if Triana shares potential projects with the School District. Interim Superintendent Eric Terrll states Triana does provide an update.

School Board Member Cara Sexton Welsh asks about children from the arsenal. Superintendent Dr. Ed Nichols states currently the school district has three students from the arsenal. School Board Member Cara Sexton Welsh asks additionally about the FBI, Space Command and Golden Dome having an impact. Superintendent Dr. Ed Nichols states the only children eligible must be required to live on base for security reasons. Students from the arsenal and parents who work in Madison City Schools and live out of district pay tuition.

Council President Maura Wroblewski states next time Triana should be invited to join the meeting. Superintendent Dr. Ed Nichols thanked the council from the teachers for the council taking ownership in the school district.

Council Member Goodson asked Superintendent Dr. Ed Nichols to clarify, Triana has come along with Madison City in all of the funding and voted for the same cost Madison City residents are paying for the schools, Triana came along as a full partner. Superintendent Dr. Ed Nichols, when Madison had the vote on the ad valorem tax, Triana did the same to support the schools.

Council President Maura Wroblewski thanked Superintendent Dr. Ed Nichols. School Board Member Tommy Overcash thanked Director of Development Services Mary Beth Broeren for the update.

*A copy video of the meeting in its entirety can be found on our website, madisonal.gov.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:15 p.m.

Minutes No. 2026-06-WS, dated June 16th, 2026, read, approved and adopted this 22nd day of June 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Amy Rumley
Recording Secretary



**MINUTES NO. 2026-07-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
JUNE 17, 2026**

The Madison City Council met in regular session on Wednesday, June 17, 2026, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Director of Operations and Communications Amanda Jarrett, Economic External Affairs Officer James Manasco, Information Technology Support Technician Toby Jenkins, Director of Finance David Lawing, and Director of Parks and Recreation Kory Alfred.

PARKS AND RECREATION

Director of Parks and Recreation Kory Alfred opened by sharing that the sports turf management consultant Andrew Mosley was in town and wanted to address to council some of the issues that were found on some of the athletic fields. Below are the topics discussed:

- Wear and tear on the fields
- Heavy traffic sports
- Fertilizer blends
- Rock in the soil issue
- True sports turf-mutated Bermuda grass
- Safety hazards

Director of Parks and Recreation Kory Alfred shared a brief presentation and shared some of the capital projects and costs needed in the next five years. Some of the top selected projects are:

- 12 covered additional pickle ball courts

- Palmer Parks master plan-Baseball/Softball 4-Plex (Fields 7 & 8)
- Miracle League Field
- Outfield fencing to match backstops
- New aquatic center facility

Director of Facilities and Grounds Gerald Smith shared a presentation that pinpointed the outlay and numbers of where the cash goes in the next five years and how the city prepares for needs versus wants. He shared that there is a piece of property on Huntsville Browns Ferry Road that was donated to the city in 2023. Director of Facilities and Grounds Gerald Smith shared that the property is currently undeveloped. He stated that there would be a proposed resolution in the coming weeks to sell the house on the property and the 3 acres for somewhere between 600 and 700 hundred thousand in order to start on the development of the property. He shared that the development would include 3, 80 by 120-yard soccer fields, a dog park, a neighborhood playground, pavilions, restrooms and a neighborhood parking lot.

Director of Facilities and Grounds Gerald Smith shared that the Mayor has been working to help with the naming rights and funding for the park and Public Works will do the grading work on the fields, in-house engineering will conduct the parking lot build. He shared that a retention pond will also have to be built. He shared that the dog park that currently stands in constant water will be moved to the new area as well as picnic tables set up in the shade that's always dry.

Director of Facilities and Grounds Gerald Smith shared some of the projects and costs for the next five fiscal years.

Projects	Fiscal 2027	Year	Fiscal 2028	Year	Fiscal 2029	Year	Fiscal 2030	Year
Wellness Center entrance	\$85,000.00							
FS5	\$8,500,000.00							
Wellness Center Roof					\$800,000.00			
FS1							150,000.00	
Public Library Flooring			\$450,000.00					
City Hall Renovations	\$700,000.00		\$1,000,000.00					
Court/Council Chamber Renovations	\$1,000,000.00							
Celtic Drive MFR MPD	\$1,400,000.00							
Server Room City Hall			\$650,000.00					
Park to be named	\$1,800,000.00							
Facilities storage Sunshine Oaks					\$375,000.00			

Wellness Center renovations				\$1,000,000.00
FS1 Paint	\$90,000.00			
FS4 Ladder Bay	\$750,000.00			
FS3 Paint and Carpet		\$80,000.00		
Archery Range	\$300,000.00			
Palmer Park Roof Replacement			\$225,000.00	
Palmer Park Storage Building				\$400,000.00
Rock Quarry		\$400,000.00		

Director of Facilities and Grounds Gerald Smith also shared the major building maintenance projects and costs that need updated maintenance within the next five fiscal years. Director of Facilities and Grounds Gerald Smith shared some of the playgrounds that will need equipment replaced in 2027. These include:

- Rainbow Mountain
- Governors
- Westgate
- Stavemill
- Madison Trace

Director of Facilities and Grounds shared the vehicles he recommended that be upgraded over the next five years. He shared that some of the department's vehicles are over 26 years old. Council Member McKay asked how long it had been since an analysis had been done on the local parks and if some could possibly be divested and donated to HOA's. Director of Facilities and Grounds Gerald Smith explained that there had not been any analysis although if council requested it that it could be done. He explained that the city owned 128 parcel's and a lot of them aren't utilized at all. He shared that cash could be generated from that evaluation first.

Director of Parks and Recreation Kory Alfred shared that in Alabama it depends on how the park is deeded. If there is a deed that says it must remain a parking perpetuity in the city. City Attorney Megan Zingareilli shared that it must be a vote and now would be a great time for an analysis to queue it up for the ballot at the next election cycle. The Mayor and Council along with Director of Facilities and Grounds Gerald Smith and Director of Parks and Recreation Kory Alfred continued with a lengthy conversation about the neighborhood parks and costs. Council asked for clarifications on the turf management and costs. Council and Turf Management Consultant Andrew Mosley discussed costs at length.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:01 p.m.

Minute No. 2026-07-WS, dated June 17th, 2026, read, approved and adopted this 13th day of July 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. 2026-12-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
June 22, 2026**

The Madison City Council met in regular session on Monday, June 22, 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 Eugene Folks from Grace Covenant Worship and Outreach Center provided the invocation followed by the Pledge of Allegiance led by Council President Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, , Police Chief Johnny Gandy, Director of Building Kipp Richerzhagen, Director of Human Resources Kelly Bracci, Assistant Director of Parks & Recreation Kory Alfred, Director of Operations and Communications Amanda Jarrett, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Richard George, Hanu Karlapalem, Scott Harbour, Eugene Folks Jr, Margi Daly, Madison Ohlsen, Michael Parker, Eric Keniuk, Jonathan Draper, Leslie Kelley, Gary Kent, Rod Matthews, Brian Davis, Sonya Roberts, Joe Mullins, Scott Motz, Richard Chandler, Shannon Hoff, Opie Balch, Amber Barnes, Nathan Koesner, Kyle Baker, Brianna Stephenson, Crain Stephenson, Naomi Nunes, Neil Cook and Ryan Oliver

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli had the following update and/or change listed below: Madison Police Department Presentation and Awards items A and B will be moved to a later agenda.

APPROVAL OF MINUTES

MINUTES NO. 2026-11-RG, DATED June 8, 2026

Council Member Billie Goodson moved to approve Minutes No. 2026-11-RG. Council Member Alice Lessmann seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

None

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.*

ROD MATTHEWS (DISTRICT 3)

Mr. Matthews appeared before Council and Mayor Barlett to inform the public on the following items:

- Update on the Consumer survey ending June 23rd, sponsored by Mainstreet Madison

MARGI DALY (DISTRICT 6)

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

- Resolution No. 2026-227-R, Concerns about the appointed Board of Directors of the Redevelopment Authority members that have given donations.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Bier stated finance committee met this afternoon and reviewed the audit.

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

General Operating account	\$2,044,498.95
Gasoline Tax & Petroleum Inspection fees	\$43,584.29
TVA Tax	\$8,993.13
Library Building Fund	\$6,344.26
Venue Maintenance	\$4,760.48

Regular and periodic bills to be paid

Resolution No. 2026-221-R: Declaring surplus and authorizing the disposal of obsolete personal property formerly used by the Facilities and Grounds Department pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

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

Resolution No. 2026-229-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065706MT caused by a collision involving a police vehicle which occurred on April, 2, 2026 (\$19,390.19 [less \$1,000 deductible] to be deposited into General Operating account)

Resolution No. 2026-230-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065848 caused by a collision involving a city vehicle which occurred on April 30, 2026 (\$2,115.72 [less \$1000 deductible] to be deposited into General Operating account)

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

Acceptance of \$1000 donation from GRAMI (Getting Real About Mental Illness) to provide additional funds for Crisis Intervention Team training and materials (to be deposited into Madison Police Department Donations account).

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Commented on Armed Forces Week.
- Spoke at The Homebuilders Scholarship dinner that helps provide funds for scholarships.
- Thanked the Mayors Youth Council, which was funded through a grant that was just approved. She hopes that this will help inspire the youth to engage in the local government.
- Thanked members of the public for being so caring and thoughtful.
- Reminder of The Children's Parade, related to the America's 250th celebration at Homeplace Park, ending with a free concert.
- June 29th will be the ribbon cutting for the new locker rooms at Toyota Field

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

No new business to report

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Asked the citizens to partake in the survey that was mentioned by Rod Matthews.
- Huge shout-out to the joint work session last week between Mary Beth with Planning and the Board of Education discussing the growth policy and the Board of Education needs.
- Topic of STR and timing including multiple work sessions for months. Asked the citizens to not look at STR's as "what will happen if allowed but to look at STR's as what has happened.
- Appreciated all the emails and phone calls from citizens asking questions and voicing the concerns they have pertaining to STR's

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Commended downtown for pulling off a great event on the first Third Thursday of this year and a shout out to Rod and Brenda for trying to get more surveys done.
- Train Derailment Exercise that included 120 people, along with 10 agencies participating.
- Resources available to our community through our EMA, including weather updates.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Shared he does have office hours at City Hall this week, 3:30 to 4:30 on Wednesday, 24th in Conference Room 130. All are invited.

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Enjoyed attending the Huntsville Hospital Foundation Luncheon with the Emerald Society and celebrating Sara Jone's retirement.
- Asked for survey feedback on what the public wants to see come to downtown and what they like about downtown.
- Madison Chamber accepting vendor applications for Celebrate Madison.
- Thanked everyone for all the calls and emails received on the STR topic.

COUNCIL DISTRICT NO. 6 ERICA WHITE

ABSENT

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Beautification and Tree Board meeting June 23rd at 6:00pm at Madison Meeting Hall in Room 105.
- Informed the citizens of openings on the Beautification and Tree Committee
- Art Reception put on by the Madison Arts Alliance at the library for the work of Sean Donahue

BOARD/COMMITTEE APPOINTMENTS

A. RESOLUTION NO. 2026-227-R: APPOINTING BOARD OF DIRECTORS OF THE REDEVELOPMENT OF THE CITY OF MADISON

Council Member Bier moved to approve Resolution No. 2026-227-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	Absent
Council Member Kenneth Jackson	Aye

Motion Carried.

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2026-168: ZONING CERTAIN PROPERTY OWNED BY MADISON LAND RESOURCES, LLC, CONSISTING OF 35.6 ACRES AND LOCATED WEST OF HARDIMAN ROAD AND SOUTH OF MADISON BRANCH BOULEVARD, R-1C (SINGLE FAMILY CONSERVATION) UPON ANNEXATION (FIRST READING 5/11/2026)

- Director of Development Services Mary Beth Broeren informed Council that the applicant has asked to withdraw the application for Proposed Ordinance No. 2026-168 due to the hearing being advertised. Motion to postpone indefinitely recommended.
- Citizen Margi Daly questioned if the property was with the Burgreen Brothers or attached to the property. Council President Wroblewski informed her that is not the property.
- City Attorney suggests postponing indefinitely since the applicant wishes to withdraw the application.

Council Member Goodson moved to postpone indefinitely Proposed Ordinance No. 2026-168. Council Member Jackson seconded. The vote was taken and 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	Absent

Motion carried.

PROPOSED ORDINANCE NO. 2026-173 AMENDING THE OFFICIAL ZONING ORDINANCE OF THE CITY OF MADISON (FIRST READING 5/11/2026)

Pursuant to and in compliance with Ala. Code §§ 11-52-77 and 11-54-78, a public hearing was held on the adoption of an ordinance to amend the official Zoning Ordinance of the City. Notice of said hearing was given in the manner and within the time required by Ala. Code §§ 11-52-77 and 11-54-78. The hearing was held at the date, time, and place specified in said notice.

- Mary Beth Broeren informs that the Planning Commission unanimously supports the recommended actions of the amendments needed to the Zoning Ordinance.
- Citizen Margi Daly speaks about her concerns with the ordinance that states the city require demolition, concerns about manufactured homes being taken by the city, solar farms and windmills within the city and vehicles without current license plates.
- Mary Beth Broeren clarified sections of the Ordinance that Ms. Daly has concerns about.

Council Member Bier moved to approve Proposed Ordinance No. 2026-173.
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	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-175 AMENDING THE ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS (FIRST READING 5/26/2026)

Pursuant to and in compliance with Ala. Code §§ 11-52-77 and 11-54-78, a public hearing was held on the adoption of an ordinance to amend the official Zoning Ordinance of the City. Notice of said hearing was given in the manner and within the time required by Ala. Code §§ 11-52-77 and 11-54-78. The hearing was held at the date, time, and place specified in said notice.

City Attorney Megan Zingarelli explained to the council and the citizens that Ordinance 2026-175 and 2026-201 will be presented together so everyone will have the full picture before opening public comments but will be voted on separately. Ordinance 2026-175 (first reading 05/26/2026) that is amending the zoning ordinance to provide that short term rentals are allowed as a conditional use. Ordinance 2026-201 (first reading 05/26/2026) that establishes companion regulations related to the operation and permitting of STR'S that will go into the main city code related to the operations of STR's. A brief recap will explain some of major points that have been taken in consideration during the months of discussions at the Council and Planning Commission level, multiple work sessions, and multiple internal and external meetings. One of the most important points of the ordinance is that it preserves 99% of the city's housing supply for single family residential use. This proposal of this ordinance is capped at 190 city-wide. This ordinance covers the lodging taxes to be paid, and also provides health and safety regulations. The legal framework for these proposals tonight comes both from the state zoning powers and from the council's general authority to regulate for the health, safety, and welfare. We have one part that addresses the zoning and the locations and the land use and a separate part that goes into the general city ordinance. Going into Ordinance 2026-175, STR's are being proposed as a conditional use, which will be approved by staff. This ordinance does not permit short-term rentals in the business districts and industrial districts of the city. This ordinance adds a definition for short term rentals, and it defines the period of short term as up to 180 calendar days.

Assistant Attorney Shelby Morris explains each section of the Proposed Ordinance 2026-201. This will include explaining regulations that have to be followed. Fees and taxes are included in the ordinance. Also included under this ordinance will be what is considered allowable dwellings, permit procedures, business licenses

Council President Maura Wroblewski opens the floor for public comments, asking everyone to be respectful.

Mr. Hanu Karlapalem addressed the negative impact of STR's by making rent go up for families wanting to move to Alabama. Mr. Karlapalem does not want to see STR investors take over the neighborhoods. He suggests that an ordinance be written that targets corporate STR investors instead of individual owners. He believes that STR's could be a public safety.

Council President Maura Wroblewski thanks Mr. Karlapalem and calls the next person up, Madison Ohlsen.

Madison Ohlsen (District 3) started out by thanking the council members that responded to her emails and felt that her voice had been heard. Madison has concerns because she has two rentals properties beside and in front of her home. She believes that STR's should be restricted from operating in standard residential subdivisions inside Madison City limits neighborhoods to preserve the future.

Council President Maura Wroblewski calls up Mr. Richard George

Richard George lives in Oakbrook Circle and is concerned about the quality of life and value. He chose not to live in an HOA neighborhood. He feels that STR's do not belong in single family neighborhoods. Mr. George is worried about the value of his home. Mr. George appreciates all the work that has been done by the council.

Council President Maura Wroblewski call Eric Keniuk to the podium.

Eric Keniuk voices his concerns about safety for his child. He also thinks that most of the 190 proposed homes will be in Madison's most affordable neighborhoods. Mr. Keniuk spoke about the results of a survey that took place the last 2 weeks. He fears that STR's are going to push home prices higher, making it more difficult to purchase. He request the city council to a six-month moratorium that would give the planning commission more time to work on something and also more time for the council to reach out to other municipalities.

Council President Maura Wroblewski calls Michael Parker

Michael Parker spoke on behalf of John Fellows. Mr. Fellows is an STR owner and believes that a lot of issues with STR's can also happen with LTR's. Positives with STR's are more space and privacy instead of being confined to a hotel room. Cost effectiveness with large families that can split the cost of a single-family room instead of booking multiple hotel rooms. Mr. Parker also spoke about his opinion about STR's. He prefers the ability to stay in an AirBnB.

Council President calls up Richard Chandler

Richard Chandler and his wife live at 105 Bentworth Lane and is concerned about the passing of the ordinance for the fact that he has owned a STR for the past few years to help supplement their social security income within his home. We have completely refurbished the home, maintained it in excellent condition, and it's as good as any home in the neighborhood. Our unit provides a needed service to newcomers to the community, as well as for those who abhor staying in a cold hotel environment or have special needs. We have rented to traveling nurses, those with special needs children and those attending family events like graduations and funerals. His STR has maintained a 5.0 rating with 55 reviews. He is concerned about the passage of this ordinance, with all its additional red tape and associated fees, will probably be enough to break the back on us maintaining this as a rental unit.

Council President Maura Wroblewski calls the last person Jonathan Draper

Jonathan Draper addresses the council and thanks them for all they are doing. He states that one main concern is giant corporations coming in and buying up the housing stock but says that happens with LTR's also. Mr. Draper provides some statistics to prove the housing supply and listing have not been impacted within the last 3 years. He says that the school system is what drives the housing market. He questions the \$350 fee for a permit when new home inspections and alcohol permits are cheaper. He feels that the price on older homes will go up when all property has been built on and new home prices are too high, this will drive out STR's.

Council President Maura Wroblewski asks if anyone else would like to speak.

Frank Tatum speaks about a letter that was written and signed by 33 members of the neighborhood in February 2025. He discusses that he believes if AirBnB's are allowed, this will increase crime activity and reduce safety for the public citizens. Frank feels that his property value has declined. He is asking that Madison adopt the same regulations that Huntsville City has.

Council President Maura Wroblewski thanks Mr. Tatum and calls Leslie Kelly

Leslie Kelly (District 7) is from Silver Creek Subdivision. She lives in a non-HOA neighborhood that does have deed restrictions and is questioning about that not being mentioned in the current forms. Leslie says that she knows her neighbors and when strange cars are parked in the street, you can't be sure if crime activity is going on or not. She is asking for restrictions like 2-day minimum rentals and excluding borders because of young people getting roommates through AirBnB.

Council President Maura Wroblewski calls Mary Howard.

Mary Howard (District 5) says she has a STR in District 7. My family's been involved in real estate long term rentals for over 50 years. Short term rentals are a newer concept, and we've learned that they are a critical solution to housing families that need a temporary residence to house their family where a hotel is just not a viable option. When residents are buying and selling homes in Madison, they often need an STR to house their family to fill the gap until their new home is available. Cost is another consideration. SDR homes can house six people, which is more affordable than trying to rent multiple hotel rooms. I am an Airbnb super host like that other gentleman and have had a 5.9 star rating for a long time. Out of 90 reviews, STR's for Madison residents fill a need that is crucial for families that live here and visit here. It is my hope that this need is recognized, valued and supported.

Council President Maura Wroblewski calls Jan Talley from District 7

Jan Talley (District 7) says that she has had horrible renters and neighbors for years but she has never experienced problems with the STR that is a neighbor. I know of one older couple that drives all the way from Minnesota to visit their son here in Madison. They want to live in a home they rent. The Howards Airbnb for a couple of months, and they have just been really kind.

Older people would not want to have to stay in a hotel for all that time, but you wouldn't want to. They wouldn't want to sign a six month or a year rental lease either.

Council President Maura Wroblewski calls Danny Von Jouanne

Danny and his wife run 2 furnished rentals in Madison and also have unfurnished rentals that they do long term. His primary renters are families that have been displaced because of damage or remodeling or waiting to close on buying a home. He also has guests that may be staying for a few months to learn the area to see where they would like to buy a home. This provides a much better situation than bouncing from hotel to hotel. And also, to point out the definition of short term was given at a six-month stay. We would consider that mid-term. We used to do short stays of a weekend and decided it just the turnovers were more hassle than we wanted to deal with. Once we had kids. We found that multi-week to multi-month has been kind of a midterm of those targeting those families and those members of the community, not just here for a weekend getaway. And we don't really consider that short term once you're beyond a month. So, I just wanted to also put that up for consideration.

Council President Maura Wroblewski calls Denise Shaver

Denise questions how Danny Von Jordan received special permission to run the properties that he mentioned. She is also questioning the website posting from 2 months ago saying

the planning committee did not think these residences should go into single family residential areas.

Council President Maura Wroblewski answers Denise Shaver saying they will address her questions, and the city did not change their mind.

Denise Shaver (District 6) shares that she has a screenshot about the planning committee recommending they not be in single family residence.

Chasity McMillan thanks the council and states that she is a former host. Chasity is also a person that stays in STR's and explains the good experiences that a hotel cannot offer. She provides that people to come to Madison to visit the Space and Rocket Center or maybe a wedding. There is a way to do this. If you communicate with your neighbors as you all put in your ordinance, but also just setting the example from the time that they see the listing online, from the time that they communicate with you through the direct messaging, just setting your expectation that way. Her concern is if big corporations are allowed to have multiple STR's under 1 permit, it will run hosts like her out.

Council President Maura Wroblewski asks if anyone else would like to speak.

Diane Milliken (District 3) addresses the council about the parking situation and her concerns with the 190 gap.

Council President Maura Wroblewski thanks Ms. Milliken and asks if anyone else would like to speak.

Carol Hervias (District 7) speaks about the calls from out of state corporations that are wishing to purchase her home. She thinks residents should have the STR's and not big corporations.

Council President Maura Wroblewski calls Jonathan Chandler

Mr. Chandler shares that he lives in Huntsville, but he owns property in Huntsville and Madison. He feels that the minds of the council have already been made, and he feels attacked and betrayed. He and his wife take care of the properties they have as STR's and LTR's and have a close to 5 score. He speaks about the screening that is done because he must pay for anything that would have to be fixed. He also says that he has not received any complaints from neighbors or police. He and his wife are worried about if this goes away, how they will invest in their future.

Council President Maura Wroblewski asks if anyone else would like to address the council.

Margi Daly (District 6) from Erica's district addresses the council with her experience with a STR blocks away from her home and how she can see the lights and hear the noise. She says that she is grateful to the people that have renters and do it well, but some are monstrosities.

Council President Maura Wroblewski asks if anyone else would like to talk about the geese (laughing).

Dan Walter (District 5) has seen studies where STR's increase the police requirements and is asking whether the increased revenues will cover the increased costs of policing.

Council President Maura Wroblewski thanks Dan Walter and asks if anyone else would like to speak before closing the public hearing and a motion and second is needed.

Council Member David Bier so Moved.

Council President Maura Wroblewski asks if the motion came from David. Ok, motion from Mr. Bier and second from Mr. McKay.

Council Member David Bier addresses the public and the council by thanking everyone for the comments. He agrees that the ordinance is a burden for the owners of STR's but that is the result of the council, planning commission and the legal department responding to the concerns. He states that a look at the budget, shows that the city currently captures \$300,000 in lodging taxes. He address that Huntsville can still meet the demand because they have more homes that are single family but are in non-single family zone areas. Higher property taxes come from STR's, which benefit schools.

Council Member Michael McKay thanked everyone for their input and stated that this decision is not being taken lightly. He agreed with Council Member Bier regarding the revenue potential of short-term rentals (STRs) and the benefits such revenue could provide to the City. He noted that consistent public feedback highlighted concerns that STRs would change how neighbors relate to one another, and that constituents have expressed concern that converting homes into short-term lodging would gradually shift residential neighborhoods toward transient accommodations. He also noted resident concerns that the ordinance, as drafted, lacks sufficient safeguards against the concentration of STRs within neighborhoods. For these reasons, Council Member McKay stated he does not support the ordinance as currently written. He indicated he would support: a grandfathering provision for STRs currently operating in single-family neighborhoods, subject to applicable fees; allowing STRs in B-1, multi-use, and neighborhood center areas, as well as multifamily R-4 areas; and strong anti-clustering provisions to prevent concentration of STRs. He reiterated his appreciation for the work and time contributed by all involved but stated his opposition to any new STRs in single-family neighborhoods.

Council Member Alice Lessmann asked Attorney Megan Zingarelli whether an anti-clustering provision could be added later and Attorney Zingarelli answered in the affirmative.

Council Member Kenneth Jackson questions why the City would take that approach.

Council Member Alice Lessmann stated that STRs have already been operating unsupervised and unregulated, and that for them, the vote comes down to establishing responsible oversight- putting rules, accountability, and enforcement in place. She noted the Council has been discussing the issue since the first work session on March 25, and that input received from residents on both sides of the issue supported greater accountability.

Council Member Lessmann explained that the ordinance would allow the City, including Chief Gandy, to know the location of STRs, so that if calls come in, a point of contact would be available on-site within 30 minutes. She noted the ordinance includes safeguards such as permitting, business licensing, inspections, insurance, safety requirements, neighbor notification, parking standards, 24/7 local contact, and a cap, which the speaker viewed as important for managing growth.

She reiterated that STR activity has already been occurring, noting that a resident had spoken earlier without realizing such activity was not addressed under current ordinances. She reiterated that the proposed ordinance would provide safeguards addressing these issues. Regarding anti-clustering provisions, Council Member Lessman suggested starting with the ordinance as proposed and adding further provisions later as needed, based on observed outcomes. She noted that change is part of Madison's history, referencing the City's evolution since the 1990s, and mentioned drivers of growth such as Space Command and the FBI, and interest in STRs as a way for visitors to experience homes in Madison.

Council Member Kenneth Jackson brings up that one of the commenters in attendance tonight stated that she had two STR's open up near her home, and she would consider moving if there was a third. He questions why would the City allow that trend to continue while the Council thinks about STRs and its potential regulations.

Council Member Alice Lessmann contends that said scenario could possibly happen.

Council Member Kenneth Jackson stated that he conducted an additional poll following the one previously issued by the City, going door-to-door to as many residences without "no soliciting" signs as possible. Respondents were directed to a page on his website listing a number of the proposed regulations, as well as the projected annual revenue of \$300,000 to the City's budget. He reported that, despite this information, 83% of respondents in subdivisions without a homeowners' association (HOA) opposed allowing STRs in zones designated for single-family dwellings. He also noted opposition among a number of HOA residents, stating that, in his view, a majority of District 7 does not support the ordinance. Council Member Jackson stated his disagreement with using STRs as an approach to closing previously mentioned funding gaps, and stated that the City should heed the demands of its citizens rather than its visitors.

Council Member David Bier stated that there's an argument on both sides and that there is a path to apply for a permit, which includes paying past due taxes plus complying with all the rules and regulations.

Council Member Alice Lessmann adds that its not only for the collection of revenue, but for safety. Most of the people that were against STRs main concern is safety. If you combine everything, I feel like these regulations and ordinances are a good start to protecting citizens.

Council President Maura Wroblewski stated that this has been the most difficult and complicated decision in the past 10 years. She noted that the ordinance imposes a significant number of regulations and commitments, and clarified that no properties will be grandfathered in- back taxes will be collected on every Airbnb property, with the City determining how long each property has been operating and calculating owed lodging taxes accordingly. Operators will be required to pay this amount and undergo an inspection of the property before a license to operate will be issued. Council President Wroblewski noted that inspections will verify the presence of safeguards such as CO2 detectors and smoke detectors, to help protect both visitors and residents who may need short-term lodging themselves- for example, if displaced from their home and in need of temporary housing. She also noted that a "three strikes and you're out" enforcement policy would apply.

Council Member Michael McKay questioned if the City has a definitive range on how many STR's are operating.

Attorney Megan Zingarelli responded stating 65 to 150 and that we have no definitive number.

Council Member David Bier states that we will know soon if this passes.

Council Member Michael McKay stated that it is impossible to know

Council Member David Bier asked Attorney Zingarelli for clarification that City Council doesn't have the ability to abate back lodging taxes previously owed.

Attorney Megan Zingarelli confirmed that he is correct

Council Member David Bier stated that such action (the collection of past due lodging taxes) is not an overreach by the council.

Council Member Billie Goodwin stated that its imperative the City start today by setting a good framework. He emphasized that changes can be made later and clarifies that if an STR is a bad one, it will be shut down by the City.

Council Member Maura Wroblewski asks if there are any other comments by members of the Council or the Mayor.

Mayor Ranae Bartlett stated that she's hears all of the citizens concerns regarding out-of-state property owners loud and clear. She states that the City is struggling with this too and that the City cannot restrict them from operating an STR currently due to how the state's laws are constructed. She emphasizes that as citizens of Madison, residents want whatever ordinances are on the books to be followed, and that the City must put regulations in place and follow through on what it commits to doing.

Council President Maura Wroblewski stated that there are no other comments.
Recap, motion from Mr. Bier, second from Mr. McKay

Attorney Megan Zingarelli
Just briefly, I want to clarify that the motion and second was for the zoning ordinance piece, the first ordinance for 175. And then we'll need separate motion. And on the second ordinance. Number 201.

Council President Maura Wroblewski
Absolutely yes. So, this is for a motion from Mr. Bier and Second from Mr. McKay for 175.

Moving on to discuss Ordinance 2026-201, Council Member Kenneth Jackson stated that this ordinance has a lot to be favored but also voiced concerns about the lack of minimum distance between STR's and is also worried about undoing the clustering that may happen.

Council Member Michael McKay questioned the possibility of entire streets becoming STR's without the clustering provision. Agreeing with Council Member Kenneth Jackson, he does see a lot of right with the ordinance concerning the need for police and regulations. Council Member McKay ask Attorney Zingarelli how does policing work with Ordinance 2026-175 if Ordinance 2026-201 doesn't pass.

Attorney Megan Zingarelli replied to Council Member Michael McKay saying that could be a possibility.

Council Member Kenneth Jackson states that he has the same concerns as Council Member Michael McKay and would like to see an amendment soon.

Council Member David Bier states that he is in agreeance.

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PROPOSED ORDINANCE NO. 2026-175 AMENDING THE ZONING ORDINANCE TO ALLOW SHORT-TERM RENTALS (FIRST READING 5/26/2026)

Council Member Bier moved to approve Ordinance No. 2026-175. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-201: ORDINANCE ESTABLISHING REGULATIONS CONCERNING SHORT-TERM RENTALS (FIRST READING 05/26/2026)

Council Member Bier moved to approve Proposed Ordinance No. 2026-201. Council Member Goodson seconded. The vote was taken as follows:

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

Motion carried.

View public comments on PROPOSED ORDINANCE NO. 2026-175 www.madisonal.gov

DEPARTMENTAL REPORTS

BUILDING

PROPOSED ORDINANCE NO. 2026-210: AMENDING ARTICLE V, SECTION 8-101 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON RELATING TO THE ISSUANCE OF CERTIFICATE OF OCCUPANCY FEES (FIRST READING 06/08/2026)

Council Member Goodson moved to approve Proposed Ordinance No. 2026-210. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-223-R: AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH NOLA | VAN PEURSEM FOR ARCHITECTURAL DESIGN SERVICES FOR THE ANIMAL CONTROL FACILITY, INCREASING THE ARCHITECTURAL FEE TO \$46,284 (TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Goodson moved to approve Resolution No. 2026-223-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2026-208-R: APPROVAL OF NEW ENVIRONMENTAL SPECIALIST POSITION FOR THE ENGINEERING DEPARTMENT

Council Member Lessmann moved to approve Resolution No. 2026-208-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

Council Member Alice Lessmann	Aye
Council Member Billie Goodson	Aye

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

Motion carried.

INFORMATION TECHNOLOGY

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

This is first reading

PLANNING

PROPOSED ORDINANCE NO. 2026-169: AUTHORIZING AMENDMENT TO POLICY 3 ENTITLED "SERVICE CATEGORIES AND EMPLOYMENT STATUS" OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

Council Member Goodson moved to approve. Not a public hearing. Applicant has asked to withdraw. Motion to postpone indefinitely. Council Member Jackson seconded. The vote was taken as follows:

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

Motion carried

POLICE

RESOLUTION NO. 2026-224-R: AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT WITH THISGEN911 FOR A NO-COST CLOUD-BASED SKILLS ASSESSMENT PLATFORM FOR PUBLIC SAFETY DISPATCHER RECRUITMENT AND EVALUATION.

Council Member Bier moved to approve Resolution No. 2026-224-R. Council Member Jackson second. Resolution No. 2026-224-R used to assess people that would be dispatchers at no cost. The vote was taken as follows:

Council Member David Bier	Aye
Council Member Kenneth Jackson	Aye
Council President Maura Wroblewski	Aye

Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Erica White	Absent

Motion carried

RESOLUTION NO. 2026-220-R: AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION FOR GRANT FUNDING IN THE AMOUNT OF \$23,776.24 FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATORS (AED’S), WITH NO MATCHING FUNDS REQUIRED.

Council Member Goodson moved to approve Resolution No. 2026-220-R Council Member Jackson seconded. Resolution No. 2026-220-R is part of a plan that has been worked on for a while providing all first responders with an AED to carry in each car. Right now, supervisors are the primary carriers.. The vote was taken 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	Absent

Motion carried.

RECREATION

RESOLUTION NO. 2026-225-R: AUTHORIZING AN ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT WITH VALERIE HARP AND JOSHUA HARP DREAM VACATIONS, D/B/A VACATIONS BY VAL TRAVEL GROUP

Council Member Goodson moved to approve Resolution No. 2026-225-R. Council Member Lessmann seconded. Updating the agreement for services that are at the Community Center that provides to Senior trips.. The vote was taken as follows:

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

Motion carried.

REVENUE

RESOLUTION NO. 2026-226-R: EXEMPTING PROCEEDS FROM THE SALE OF HEARING INSTRUMENTS FROM THE CITY OF MADISON’S SALES AND USE TAX:

Council Member Goodson moved to approve Resolution 2026-226-R. Council Member Lessmann seconded. Resolution No. 2026-226-R exempts hearing aids from the city of Madison Sales and Use tax. The city has already exempted hearing aids from the sales tax. The Department of Revenue requires the City of Madison to update the resolution to ensure that it is properly reflected on the website. This will be effective until 2029... The vote was taken as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

The meeting was adjourned at 9:07 p.m.

Minutes No. 2026-12-RG, dated June, 22 2026, read, approved and adopted this 13th day of July 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

Kristi Brackett
Recording Secretary

RESOLUTION NO. 2026-275-R**ACCEPTANCE OF AMIC RECOVERY OF DEDUCTIBLE ON CLAIM NO. 065254 FOR
MADISON POLICE DEPARTMENT COLLISION DAMAGE**

WHEREAS, on December 30, 2025, which loss of the best knowledge and belief of insured was a collision by an insured driver.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a recovery of the deductible for claim # 065254. The amount of the insurance deductible recovery payment to the City of Madison in the amount of \$1,000.00.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the recovery of deductible that was recovered for claim number #065254 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 27th day of July 2026

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2026

Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263
POLICY NUMBER
10/01/2025 \$1000
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike GFardner
AGENT

065254MT
ADJUSTER FILE NUMBER
065254
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2018	Ford	Explorer	1FM5K8AR0JGC17015

DATE OF LOSS CAUSE

A loss occurred on the 30th day of December, 2025, about the hour of 12:05 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

LOCATION OWNERSHIP

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

VALUE

(If a total loss)

WHOLE LOSS DEDUCTIBLE AMOUNT

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$8,832.78
The deductible provision applicable to this loss (\$1,000.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$7,832.78

IN THE EVENT OF THEFT

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

SUBROGATION

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

STATEMENTS OF INSURED

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

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

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

Date: 3-10-26

SIGNATURE

Witness:

Subscribed and sworn to before me this

10th day of March, 2026



Lisa Dunning Thomas

NOTARY PUBLIC



Estimate

Page: 1

Estimate expires
April 1, 2026 12:00 am

Indian Creek - Madison
1124 Slaughter Road
Madison, AL 35758
(256) 722 - 0385

Ticket #: CITY MADISON GR
Ticket date: 3/2/26
Station: FINANCE2

Sold to: Finance Dept.- City of Madison
100 Hughes Road
Madison, AL 35758
256-722-5636

Ship to:

Customer #:	1140	Ship date:		Ship-via code:		
Sales Rep:	HUNTER	Location:	101	Terms:		
Quantity	Item #	Description	Ship-from location	Price	Selling unit	Ext prc
22	10274	15g "Green Giant" Arborvitae		80.00	EACH	1,760.00
1	WHOLESALE QUOTES	Thank You!		0.00	EACH	0.00

User:	HUNTER	Total line items:	2	Sale subtotal:	1,760.00
				Tax:	0.00
				Total:	1,760.00

This list is provided for estimated purposes only. Customer is responsible for double checking quantities and varieties of all materials needed for this project. Materials needed must be ordered ahead of time to ensure material is procured before job begins. Estimated pricing is good for 30 days from issue date. We warrant the nursery stock sold is true to its botanical name as described within recognized tolerances. All plant material is graded to meet or exceed industry standards. Our goal is to provide you with the highest quality nursery stock. We DO NOT, however, express any warranty as to productiveness of life of the nursery stock we sell, as we have no control over its proper transplanting or subsequent care.

Customer Signature: _____

25 Years of Plants, People,
and Partnerships!
Our Mission is to honor God by growing
Quality, Convenience, and Character!
Commit your actions to the Lord and your
plans will succeed! Proverbs 16:3



RESOLUTION NO. 2026-269-R

**APPROVING A LOUNGE RETAIL LIQUOR – CLASS II PACKAGE LICENSE FOR SITA
RAM CORP., D/B/A SUNSET SPIRITS**

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 Lounge Retail Liquor – Class II Package License to **Sita Ram Corp.**, doing business as **Sunset Spirits**, which has applied for said license for its location at 7609 Highway 72 West; and

WHEREAS, the Revenue Director has received written approval for the application of **Sita Ram Corp.**, 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 Lounge Retail Liquor – Class II Package License to **Sita Ram Corp.**, for its 7609 Highway 72 West, 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 Lounge Retail Liquor – Class II Package License to **Sita Ram Corp.**, doing business as **Sunset Spirits**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 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: July 23, 2026

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Sita Ram Corp
DBA: Suset Spirits
Lounge Retail Liquor License Class II (Package)

Please find attached a copy of the checklist for Sita Ram Corp, doing business as Sunset Spirits, regarding their application for a Lounge Retail Liquor License Class II (Package) for their location at 7609 Highway 72 West, Madison, AL 35758.

The reason that this business is applying for a Lounge Retail Liquor License Class II (Package) at this time is that it is a new business in the City of Madison.

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: Sita Ram Corp

Business Name: Sunset Spirits

Business Location: 7609 Highway 72 West, Madison AL 35758

Mailing Address: 7609 Highway 72 West, Madison, AL 35758

Phone: _____

APPLICATION FEE:

Date Paid: 6/22/2026 Amount: \$ 100.00 Receipt #: 3701

Copy of Lease: _____ Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: _____

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfro Title Investigations Assistant

Date Completed: 7/1/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 7-23-26

FIRE DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title DFM

Date Completed: 7-16-26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 6/30/2026

Date Placed: 6/30/2026 Newspaper: 07/08/2026

Publication Fee Paid: \$184

Date Paid: 6/22/2026 Receipt #: 3701

Date of Public Hearing: 7/27/2026

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

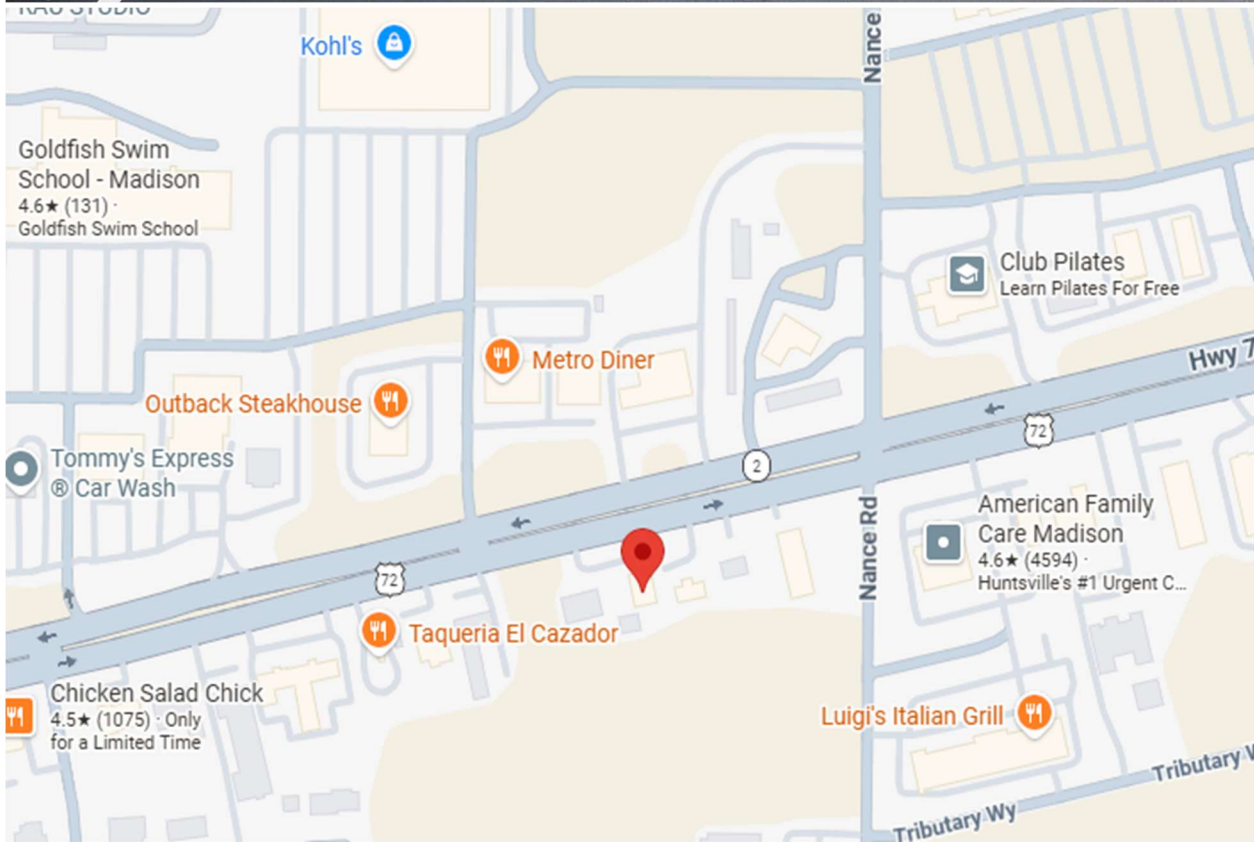
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



ORDINANCE NO. 2026-149

ORDINANCE ADOPTING POST-CONSTRUCTION STORMWATER MANAGEMENT REGULATIONS FOR THE CITY OF MADISON, ALABAMA

WHEREAS, pursuant to Sections 11-50-50 and 11-50-54 of the *Code of Alabama* (1975), all municipalities may make all needful provisions for the drainage of such municipality and shall have the power to prescribe the location and manner in which drainage from private premises may be disposed of; and

WHEREAS, the City of Madison, Alabama (the “City”), operates under the requirements of the Alabama Department of Environmental Management (“ADEM”) National Pollutant Discharge Elimination System (“NPDES”) Permit; and

WHEREAS, the NPDES Permit authorizes stormwater discharges from the municipal separate storm sewer system (“MS4”); and

WHEREAS, the City must be compliant with the ADEM NPDES Permit by developing, implementing, and enforcing a program to address post-construction stormwater management; and

WHEREAS, the City finds it necessary to enact an ordinance to address and enforce post-construction stormwater management standards on qualifying sites to prevent or minimize water quality impacts and ensure that the volume and velocity of post-construction stormwater runoff is not significantly exceeded for the life of the property’s use to the maximum extent practical.

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

SECTION 1. Purpose and Scope.

The primary purpose of this Ordinance is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased stormwater runoff, nonpoint and point source pollution associated with development and redevelopment, and to minimize public and private losses due to flood conditions through the regulation of stormwater discharges from land developments.

This Ordinance establishes methods for controlling the discharge of pollutants from land developments to the City of Madison, Alabama (the “City”)’s municipal separate storm sewer system (the “MS4”) and local waterways in order to comply with requirements of the Individual Phase II National Pollutant Discharge Elimination System (“NPDES”) Permit (“MS4 Permit”), required by the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (1972), and supported by the Alabama Water Pollution Control Act, *Code of Alabama* 1975, § 22-22-1.

This Ordinance establishes methods for controlling stormwater volume and peak discharges from land developments in order to minimize public and private losses due to poor drainage or flood conditions. The objectives of the post-construction stormwater ordinance are:

- A. To minimize or, if possible, eliminate the contribution of pollutants to the MS4 from, or caused by, stormwater discharges from new land developments or redevelopments;
- B. To require landowners and developers to implement systems of appropriate structural and/or non-structural best management practices (“BMPs”) to reduce the discharge of pollutants in post-construction runoff to the maximum extent practicable.

- C. To encourage the use of low impact site design practices, such as the use of vegetated stormwater conveyances and the preservation of green space and other conservation areas, to the maximum extent practicable.
- D. To provide general standards and design criteria for post-construction BMPs to regulate the volume and peak discharge of stormwater discharges from new land developments or redevelopments.
- E. To incorporate general performance criteria for post-construction stormwater management including the requirement that post-construction runoff mimic pre-construction hydrology of the site in accordance with City of Madison Ordinance Number 2019-323 “Adopting State and Federal Standards for the Prevention of Flood Damage”.
- F. To set the Basis of Design for post-construction BMPs as the 1.14-inch rainfall over a 24-hour period, preceded by a 72-hour antecedent dry period in accordance with “City of Madison Design Standards for Proposed Stormwater Detention/Retention Facilities”.
- G. To outline administrative procedures for the submission, review, and approval of post-construction stormwater management plans, for the inspections of approved projects, and to ensure appropriate long-term maintenance.
- H. To establish design and review criteria for the construction, function, and use of structural BMPs that may be used to meet the minimum post-construction stormwater management standards;
- I. To provide for adequate long-term operation and maintenance of the structural practices installed to comply with this chapter and the City of Madison MS4 permit. Establish provisions for the long-term responsibility for and maintenance of the stormwater management systems to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety or public health.
- J. To establish legal authority to require the plans and permits, and carry out all inspections, surveillance, monitoring, and enforcement, necessary to ensure compliance with this chapter and the City of Madison MS4 permit.

SECTION 2. Applicability.

This Ordinance shall be applicable to all public and private developments and redevelopments that result in a land disturbance of a minimum of 25,000 square feet or is part of a larger common plan of development that has or will disturb 25,000 square feet or greater of land. This includes, but is not limited to, site plan applications, subdivision applications, and grading/land disturbance applications. The following are exempted or excluded from these requirements:

- A. Activities exempt from permit requirements of Section 404 of the Federal Clean Water Act, as specified in 40 CFR 232 (primarily ongoing farming and forestry activities);
- B. Single family residential construction on an individual lot that is not part of a larger common plan of development and disturbs less than 25,000 square feet;
- C. A development that cumulatively disturbs less than 25,000 square feet and is not part of a larger common plan of development;
- D. Any land development which has received stormwater management plan approval prior to the effective date of this Ordinance and substantial progress is made within six months of the effective date of this Ordinance;
- E. Home gardens, landscaping on individual residential lots (excluding landscaping performed by, or on behalf of, a developer or builder who builds a house on any such lot that is an applicable land development, as defined in this chapter), home repairs, home maintenance work, the

maintenance or repair of accessory structures, and other related activities which result in minor land disturbances;

- F. Individual connections for utility or sewer services for single or two-family residences, minor grading for driveways, yard areas, and sidewalks, excluding any service connection or any grading done by, or on behalf of, a developer or builder who builds a house on any such lot that is an applicable land development, as defined in this chapter; and
- G. Utility installation, maintenance, repair, and extension for both above-ground and underground utilities, including sewer lines. The construction of utility buildings, service stations, junction stations, substations, treatment plants, and other utility related spaces or buildings is not exempt if construction will result in a land disturbance of one acre or greater.

Nothing contained in this Ordinance shall relieve an owner of any obligations or duties imposed under any other statutory or common law.

SECTION 3. Definitions.

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section. Definitions not expressly prescribed herein are to be construed in accordance with terms defined in Ordinance No. 2015-37, codified as Sections 20-400 through 20-422 and Ordinance No. 2015-38, codified as Section 20-440 through 20-448 of the Madison City Code respectively, the Federal Clean Water Act (33 U.S.C. § 1251, et seq., as amended), Alabama Water Pollution Control Act of 1975 (ALA. CODE § 22-22-1 (1975), as amended), the regulations promulgated with respect to those laws, and the City's MS4 permit. Terms not otherwise defined shall be construed in accordance with customary usage in municipal planning and engineering practice.

Alabama Department of Environmental Management (ADEM) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas (Handbook) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Authorized Enforcement Agent (Agent) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Best Management Practices (BMPs) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

City shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

City Engineer means the Director of the City of Madison Engineering Department or his/her designee.

Clean Water Act ("CWA") means the Federal Clean Water Act codified at 33 U.S.C. § 1251, et seq., as amended (formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972).

Clearing shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Design Standards mean the "City of Madison Design Standards for Proposed Stormwater Detention/Retention Facilities".

Director means the Director of the City of Madison Engineering Department or his/her designated representative.

Drainageway shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Erosion and Sediment Control Plan shall have the meaning provided in the Chapter 20, Article VIII of

the Madison City Code.

Erosion Control shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Federal Emergency Management Agency (“FEMA”) means the federal agency established in 1979 by executive order of the President of the United States to coordinate the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or man-made, including disasters caused by flooding.

Grading shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Green Infrastructure Practice means systems and practices that use or mimic natural processes to infiltrate, evapotranspire (the return of water to the atmosphere either through evaporation or by plants), or reuse stormwater or runoff on the land development where it is generated. Green infrastructure practices identified in the design manual include, but are not limited to, bioretention area, cistern, downspout disconnection, dry water quality swale, enhanced swale, green roof, infiltration trench, permeable pavement, reforestation, sheet flow, and urban bioretention.

Impervious Surface means surfaces composed of any material that impedes or prevents the natural infiltration of water into the soil. Impervious surfaces shall include, but are not limited to, roofs, streets, driveways, parking areas, patios, sidewalks, tennis courts, solid decks, other concrete or asphalt paved areas, and any areas used (or to be used) as a vehicle driveway or travelway or for parking, whether paved, gravel, or other compacted material, unless such material is (or has been) specifically designed, installed, and maintained to allow water to pass beneath the surface.

Land Disturbance or *Land Disturbing Activity* means any change in the land which may result in soil erosion or the movement of sediment by water, wind, or other means of transport, including, but not limited to, clearing, grubbing, grading, dredging, compaction, excavation, dumping, discharging, alteration of natural or existing topography, moving, placing, or storing fill material, or any other means that causes disturbance of soil.

Land Disturbance Permit shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Madison City Code means the *Code of Ordinances, City of Madison, Alabama*.

Municipal Separate Storm Sewer System (“MS4”) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or a designated and approved management agency under section 208 of the Clean Water Act that discharges to waters of the United States; (ii) designed or used for collecting or conveying stormwater; (iii) which is not a combined sewer; and (iv) which is not part of a publicly owned treatment works (“POTW”) as defined in ADEM Administrative Code 355-6-6.02(nn). See 40 C.F.R. § 122.26(b)(8).

National Pollutant Discharge Elimination System Permit (“NPDES Permit”) means the regulatory license required for any facility or operation that discharges pollutants (like wastewater or stormwater) directly into public waterways (such as lakes, rivers, and coastal waters).

New Development means any track, lot, or parcel of land, or combination of contiguous tracts, lots, or parcels of land which are in one ownership, or which are owned by two or more parties, and for which improvements of the land from a natural, entirely unimproved condition are proposed or planned as a unit, subdivision, or project. New development includes land that has been used previously for livestock or crops, or has been previously grubbed, stripped, graded, and/or revegetated from a natural, entirely

unimproved condition, provided that impervious surfaces were not previously placed or demolished thereon.

Offsite means outside the property lines of a land development for which a post-construction stormwater permit must be, will be, or has been obtained.

Onsite means within or inside the property lines of a land development for which a post-construction stormwater permit must be, will be, or has been obtained.

Operation and Maintenance Agreement (“O&M Agreement”) means an agreement between the property owner and City, in a form approved by the Director, where the owner agrees to ensure the operation and maintenance of stormwater management facilities continue to function properly and treat runoff after construction is complete. The O&M Agreement shall be signed, notarized, and recorded in the Office of the Judge of Probate in the county where the property is physically located and constitute an enforceable restriction on property usage that runs with the land.

Operation and Maintenance Manual (“O&M Manual”) means a document, in a form approved by the Director, detailing how all private stormwater facilities will be inspected, operated, and maintained to function as designed and prevent water pollution. The O&M Manual will become a maintenance guide for the drainage infrastructure once the development is complete. The O&M Manual shall be signed, notarized, and recorded in the Office of the Judge of Probate in the county where the property is physically located and constitute an enforceable restriction on property usage that runs with the land.

Performance Standard or *Design Standard* means the benchmark against which the design of the land development, the stormwater drainage system, or a specific component of the system is measured. A design must meet the performance standard for it to be deemed compliant with the standard. Performance standards are authorized and established by this Ordinance and defined in detail in the design manual.

Perimeter Control shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Person means any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as the owner or owner's agent of a premises or as a lessee of a premises. All persons, natural or artificial, includes, but is not limited to, any individual, partnership, association, society, joint stock company, firm, company, corporation, institution, trust, other legal entity, business organization, or other governmental entity and any successor, representative, responsible corporate officer, agent, or agency of the foregoing.

Phasing shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: sediment, oils and greases, detergents, fertilizers, pesticides, herbicides, metals, hazardous chemicals, materials that cause changes in pH of stormwater, dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharged into water. The term also includes any other effluent characteristics specified in the City's MS4 permit.

Post-Construction Stormwater Practice means, generally, any activity or practice or drainage system that is designed and constructed to manage post-construction stormwater quality or provide flood control, whether alone or in combination with other post-construction stormwater practices. Green infrastructure practices are considered post-construction stormwater practices.

Post-Construction Stormwater Permit (“PCS Permit”) means a permit issued by the City, subsequent to the submission and review of a complete permit application, that authorizes the design, installation, construction, and maintenance of permanent stormwater quality measures on a development or

redevelopment site. A PCS Permit is required for all development and redevelopment unless expressly exempt or excluded under this Ordinance. Permanent stormwater quality measures authorized under a PCS Permit are incorporated as permanent features into the site plan and remain in place following the completion of construction activities for the continuous treatment of stormwater runoff from the stabilized site. Approval of a PCS Permit shall constitute an enforceable restriction on property usage that runs with the land to ensure that future development and redevelopment maintains the site consistent with the approved stormwater management plan. Issuance of a PCS Permit shall not be construed to exempt the owner from obtaining any other approval required by the City Code or by any local, state, or federal authority.

Pre-Concept Conference is a meeting between the owner of a proposed (or possibly proposed) land development, the consultants working on his/her behalf to design the land development, and the City representative to examine the existing (pre-construction condition) hydrology of said land development for the purpose of identifying opportunities or limitations to the use of low impact development practices and green infrastructure practices and to generally evaluate the practices, permits, and regulations that may be necessary to effectively manage stormwater after development of the land.

Pre-Concept Sketch is a written set of documents, narratives, and maps that provides a detailed characterization of the existing hydrology at the location of a proposed land development subject to this Ordinance.

Pre-Construction Condition is the existing condition of the property at the time the application for a post-construction stormwater permit is submitted, prior to any clearing, grubbing, grading, construction, or demolition done in preparation for the proposed new development or redevelopment. For new land developments, the pre-construction condition will be an undeveloped condition. For redevelopments, the pre-construction condition will be a developed condition. In the event that demolition of pavement or structures has already occurred in preparation for the proposed redevelopment when the application for a post-construction stormwater permit is received, the pre-construction condition shall be the previously-developed condition of the property, as obtained from aerial photography, historical mapping, or other reliable source of land cover information.

Premises shall have the meaning provided in the Chapter 20, Article VII of the Madison City Code.

Qualified Credentialed Professional (QCP) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Record Drawing is a written, detailed set of documents, narratives, maps, affidavits, and reports that accurately indicate the as-constructed condition of the individual and collective stormwater drainage systems and post-construction stormwater practices on a land development subject to this Article. Approval of a record drawing by the Director is required to terminate a post-construction stormwater permit.

Redevelopment means the expansion, renovation, rebuilding, demolition, and construction, or other further improvement of any previously improved tract, lot, or parcel of land, or combination of contiguous tracts, lots, or parcels of land which are under one ownership, or which are owned by two or more parties, are proposed or planned as a unit, subdivision, or project. "Previously improved" includes, but is not limited to, the prior placement, construction, and/or demolition of buildings, roadways, sidewalks, parking areas, and other areas of concrete, asphalt, gravel, packed gravel, or other materials on the subject tract(s), lot(s), or parcel(s).

Sediment Control shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Site shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Stabilization shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Start of Construction shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Stormwater means stormwater runoff, snow melt runoff, and surface runoff and drainage, as defined at 40 CFR § 122.26(b)(13).

Stormwater Drainage System means the system of roadside drainage, roadside curbs and gutters, curb inlets, swales, catch basins, manholes, gutters, ditches, pipes, lakes, ponds, sinkholes, channels, creeks, streams, storm drains, post-construction stormwater practices, and similar conveyances and facilities, both natural and manmade, located within the City which are designated or used for collecting, storing, or conveying stormwater, or through which stormwater is collected, treated, stored, or conveyed, whether owned or operated by the City or other person.

Stormwater Management Plan is a written, detailed set of documents, narratives, and maps containing the proposed design, design calculations, construction specifications, affidavits, and reports of the individual and collective stormwater drainage systems and post-construction stormwater practices on a specific, proposed land development subject to this chapter. Approval of a stormwater management plan by the Director is required to obtain a post-construction stormwater permit.

Stormwater Management Program (SWMP) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

United States Army Corps of Engineers (USACE) shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

Watercourse shall have the meaning provided in the Chapter 20, Article VIII of the Madison City Code.

SECTION 4. Administration.

The Director of Engineering of the City of Madison (the “Director”) or his/her designee, shall act as the authorized enforcement agent and administer, implement, and enforce the provisions of this Article. The Director may delegate any powers or duties under this Ordinance to individuals or entities that act on behalf of or are employed by the City, hold certification as required, and are licensed professionals in the State of Alabama.

SECTION 5. Post-construction Stormwater Permit.

In addition to any other requirements of the City Code or applicable permits, post-construction stormwater quality measures shall be included in any erosion and sediment control plan submitted to the City. These measures are incorporated as a permanent feature into the site plan and are left in place following completion of construction activities to continuously treat stormwater runoff from the stabilized site.

A Post-construction Stormwater Permit (the “PCS Permit”) is required for all development and redevelopment unless exempt or excluded herein. A PCS Permit may only be issued subsequent to a properly submitted and reviewed permit application. The PCS Permit shall ensure that the design, installation, construction, and maintenance of the stormwater management system for all developments and redevelopments is consistent with the requirements of this Ordinance. The owner may only proceed with the specific plans and activities authorized by the PCS Permit. PCS Permit approval or issuance shall not be construed to exempt the owner from obtaining other applicable approvals from local, state, and federal authorities.

The approval of the Stormwater Management Plan shall constitute an enforceable restriction on property usage that runs with the land, such as recorded deed restrictions and protective covenants, to ensure that future development and redevelopment maintains the site consistent with the approved project plans.

SECTION 6. Permit Application.

It shall be the duty of the owner of the proposed land development, or his/her duly authorized agent, to file with the Director a complete Post-construction Stormwater Permit Application (the "Application"). The application submittals shall include the application document, a complete stormwater management plan, including any applicable forms and certifications, a notarized maintenance agreement providing for the long-term maintenance of all post-construction BMPs included in the project, and an operation and maintenance manual for the operation and maintenance of those BMPs. Both the Operation and Maintenance Agreement ("O&M Agreement") and Operation and Maintenance Manual (the "O&M Manual") shall be recorded with the deed for the property on which the project is located.

All complete applications that conform with this Ordinance and other applicable requirements shall be deemed approved and issued a PCS Permit. Incomplete applications shall not be considered and will be rejected. If an Application is rejected, the Director shall inform the applicant in writing of the reasons for its rejection. The applicant shall have an opportunity to submit a revised application or cure any deficiencies within thirty (30) days without paying a permit application fee.

The Director does not assume to provide complete and comprehensive technical review of the stormwater management plan. Rather, the Director provides a general review of information and documentation that has been submitted to generally ensure that the onsite stormwater drainage system is designed in accordance with this Ordinance, and that stormwater design calculations have been appropriately documented. To this end, the owner of the proposed land development shall be responsible for the intent, adequacy, and compliance of the stormwater designs based on actual field conditions and construction techniques.

The Stormwater Management Plan and any other required supporting forms and certifications prepared and signed by the appropriate professional shall be included as part of the design package submitted to the Planning Department for non-exempt subdivision or site plan developments. The Stormwater Management Plan will be reviewed as part of the Technical Review Process and may be approved with overall site or subdivision approval. Any changes or modifications to the development or site plans that impact the post-construction stormwater management must be approved by the City with an Engineering Change Order. The final approved Stormwater Management Plan must be included in the O&M Manual as an exhibit with the recorded O&M Agreement. The complete PCS Permit Application must be submitted prior to a request for the development's final Engineering Inspection. Any request to transfer a Post-construction Stormwater Permit must be accompanied by a new PCS Permit Application with all supporting documentation.

SECTION 7. Post-construction Stormwater Management Plan Standards.

A. The project site owner must submit to the City a post-construction stormwater management plan that shows placement of appropriate permanent structural or non-structural BMPs and includes the location, dimensions, and supporting analyses of all BMPs, detention/retention facilities, primary conveyance facilities, and outlet conditions.

B. All plans and specifications required to be submitted as a part of the Application should be prepared, to the maximum extent practicable, in accordance with the following general standards:

- (1) Protect and preserve existing natural drainage channels.
- (2) Retain off-site natural drainage patterns.
- (3) Stabilize bare soil and prevent erosion in pervious areas.
- (4) Ensure that waters drained from the land development are free of point and nonpoint sources of pollutants, including eroded soil and sediment, and do not cause flooding or erosion on adjacent or downstream properties to any greater extent that occurs in the

absence of development.

- (5) Ensure that waters are drained from the development in such a manner that will not cause erosion to any greater extent than would occur in the absence of development.
- (6) Provide that all roof and foundation drains shall be discharged to natural drainage, engineered detention ponds, curb face outlets, or to a public or approved private storm drain.

C. BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the storm drain system, waters of the state, or waters of the United States, shall meet the design criteria set forth in the most recent edition of the handbook and defined in the City's Stormwater Management Plan ("SWMP"), as necessary for compliance with requirements of the MS4 permit. The owner shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the MS4 through the use of these structural and non-structural BMPs.

D. *Low-impact development practices.* Owners of development and redevelopment projects are hereby encouraged to use low impact development (LID) and green infrastructure (GI) practices where practicable that will aid stormwater quality and quantity management by reducing impervious surfaces, increasing the use of natural conveyances, maintaining natural vegetation areas, increasing infiltration of surface waters to replenish ground waters, and conserving stormwater for alternative compatible uses.

E. *Regional stormwater control facilities.* The use of regional stormwater control facilities may be allowed when space is available in order to treat multiple parcels of land which are subject to the provisions of this Ordinance. Regional facilities may be allowed as joint ventures between private entities and/or public and private entities.

F. The Stormwater Management Plan shall be prepared and stamped by an engineer, landscape architect, or architect competent in civil and land development design and licensed to practice in the State of Alabama. Additional professional license requirements pertaining to preparation of the Stormwater Management Plan are as follows:

- (1) Portions of the plan that require hydraulic and/or hydrologic calculations (excluding the determination of soil infiltration and permeability rates) and design shall be prepared plans signed, sealed, and dated by a licensed professional engineer qualified in civil engineering, in good standing with the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, and licensed to practice in the State of Alabama.
- (2) Portions of the plan that require soil infiltration tests, soil permeability assessments, and soil media design shall be prepared by a soil scientist, geologist, or geotechnical engineer licensed to practice as professional in the State of Alabama.

G. Professionals responsible for preparation of the Stormwater Management Plan shall indicate conforming licensure by affixing their seal as a licensed professional and providing signature and date of signature in the manner required by the Alabama Law Regulating Practice of Engineering and Land Surveying, Code of Alabama 1975, tit. 34, ch. 11.

H. Performance standards, technical methods, required calculations, and post-construction stormwater practice design specifications that are applied to prepare the Stormwater Management Plan shall be in accordance with the handbook and design standards.

I. The stormwater management plan shall be subject to any additional requirements as set forth in the City's codes and regulations, including but not limited to, the City's subdivision regulations, Zoning Ordinance, flood plain ordinance, engineering and construction specifications, public work

specifications, and all other City regulations.

J. It is the responsibility of the owner to be aware of, and to fully address, any regulations or permits that may apply to the owner's land development, including state and federal regulations for construction activities that will have an impact on Waters of the State, wetlands, sinkholes, landslide areas, and threatened or endangered species. The Director may require proof of land development conformance with, or coverage by, any applicable local, state, or federal regulation or permit in the Stormwater Management Plan.

K. Construction of the land development shall not deviate from the approved stormwater management plan, and permitted plans and specifications shall not be changed, modified, or altered, without the prior written authorization of the Director. The owner shall ensure adherence to this requirement by all persons acting on his or her behalf during construction and until termination of the PCS Permit. All work shall be done in accordance with the permitted plans

L. The Director may require submittal of additional information in any plan required by this Ordinance as necessary to allow an adequate review of the existing or proposed land development conditions, proposed designs, or constructed stormwater drainage system. Omission of any required items for a plan shall render the plan incomplete and withdraw it from review by the Director.

SECTION 8. Referenced Design Standards.

The post-construction BMPs for qualifying sites, which may include a combination of structural BMPs and/or non-structural BMPs, must be designed to ensure, to the maximum extent practicable, that the volume and velocity of pre-construction stormwater runoff is not exceeded.

Landowners and developers must implement and maintain BMPs to ensure, to the maximum extent practicable, that post-construction hydrology mimics pre-construction hydrology of the site. A 1.14 - inch rainfall over a 24-hour period, preceded by a 72-hour antecedent dry period shall be the Basis of Design for post-construction BMPs in accordance with City of Madison MS4 Permit. Peak runoff from the proposed development or redevelopment site shall be limited to predevelopment levels for the two, ten, and 100-year rainfall events.

The standards referenced in this Ordinance have been separately adopted by the City and shall be considered an integral part of this Ordinance. Where provisions of this Ordinance conflict with a referenced standard, the provisions of this Ordinance shall control. The following standards shall serve as design references for purposes of meeting the design standards set forth herein:

- A. The latest version of the "Alabama Handbook for Erosion Control, Sedimentation Control, and Stormwater Management on Construction Sites and Urban Areas", Volumes 1 and 2.
- B. The latest version of the "Low Impact Development Handbook" for the State of Alabama.
- C. The most current version of the City of Madison MS4 permit and any stormwater design manual approved by the City that meets the design requirement of this Ordinance.
- D. The most current version of the City of Madison Subdivision Regulations or any subsequent subdivision regulations approved by the City that meet the design requirement of this Ordinance.
- E. The most current version of the City of Madison Zoning Ordinance or any subsequent zoning regulations approved by the City that meet the design requirement of this Ordinance.
- F. The most current version of the City of Madison Design Standards for Proposed Stormwater Detention/Retention Facilities.

SECTION 9. Stormwater System Requirements.

The design requirements provided in the Section 8 Referenced Design Standards establish the minimum

stormwater management requirements for the design and construction of individual and collective stormwater drainage systems and post-construction stormwater practices. Individual and collective stormwater drainage systems and post-construction stormwater practices on redevelopments not exempted by this Ordinance, whether such systems and practices are located on public or private lands that will result in a net increase in impervious surface area from the previously developed condition, shall be subject to the following performance standards: stormwater quality protection, downstream analysis, and drainage system design. If the downstream analysis indicates an increase in peak discharges in the post-construction condition as compared to the pre-construction condition, the flood protection performance standards shall also apply. Stormwater systems are required to comply with the following performance standards:

- A. Applicable performance standards for a new development shall be evaluated for the entire area of the land development, inclusive of all pervious and impervious surfaces located inside the legal boundaries of the land development. Applicable performance standards for a redevelopment shall be evaluated for the increase in impervious surface area that will result from the redevelopment.
- B. In the evaluation of, and adherence to, flood protection and downstream analysis performance standards, the pre-construction condition shall be the existing condition of the land at the time of application for a PCS Permit for the land development. In the event that demolition of pavement or structures has already occurred at the time of application for a PCS Permit on a property proposed for redevelopment, the pre-construction condition shall be the previously developed condition of the property, as obtained from aerial photography, historical mapping, or other reliable source of impervious cover information. It shall be the responsibility of the owner to provide proof of the pre-construction condition with the stormwater management plan.
- C. Individual and collective stormwater drainage systems and post-construction stormwater practices shall be designed and constructed in strict accordance with the policies, design criteria, calculation and technical specifications, and guidance established in the design manual and in the standard specifications for the construction of public works projects, where applicable, unless otherwise established by this Ordinance or by the Director.
- D. The Federal Emergency Management Agency ("FEMA") or the City's Code may have more stringent requirements for stormwater drainage systems and post-construction stormwater practices for detention/retention that are located within a flood hazard zone. It is the engineer of record's responsibility to determine if a stormwater drainage system will be within a flood hazard zone and to design it in accordance with FEMA requirements, or the City's requirements if more stringent. Such requirements and designs shall be provided in the stormwater management plan.
- E. Land development shall not, under any circumstances, be designed or constructed to allow impervious surfaces to discharge directly to a natural water body, even if one or more of the stormwater performance standards has been waived.
- F. Banks of all streams, channels, ditches, and other earthen stormwater conveyances shall be left in a stabilized condition upon completion of the project. No actively eroding, bare, or unstable banks shall remain. Placement of riprap and other hard armor as the sole bank protection method on blue line streams is only allowed when vegetative bank stabilization alternatives are not technologically feasible.
- G. Post-construction stormwater practices shall not be located in public rights-of-way or on public property without prior approval by the Director.
- H. Green infrastructure BMP practices designed to infiltrate stormwater runoff shall not be located in wellhead protection areas or in other areas where infiltration is prohibited or where

groundwater is protected by a local, state, or federal plan, permit, regulation, or agreement.

- I. Individual and collective stormwater drainage systems and post-construction stormwater practices shall not, at any time, be used for storage of construction or demolition-related chemicals or waste, either temporarily or permanently.

SECTION 10. Stormwater Record Drawings.

As-built certification of the post-construction BMPs is required with the PCS Permit Application. This requirement includes as-built plans, certified by a licensed design professional, showing final design specifications for all post-construction stormwater management practices as well as calculations verifying the performance of the constructed practices.

These plans shall include all data relevant to the completed storm drainage system and stormwater management facilities, including but not limited to the following:

- A. Pipe size and pipe material
- B. Invert elevations;
- C. Top rim elevations;
- D. Elevation of the emergency overflow (spillway) for ponds;
- E. Grades along the emergency flood routing path(s);
- F. Pipe structure lengths;
- G. BMP types, dimensions, and boundaries/easements;
- H. "As-planted" plans for BMPs, as applicable;
- I. Data and calculations showing detention basin storage volume;
- J. Data and calculations showing BMP treatment capacity; and
- K. Certified statement on plans stating the completed storm drainage system and stormwater management facilities substantially comply with construction plans and the post-construction stormwater permit as approved by the City.

Owner(s) of individual and collective stormwater drainage systems and post-construction stormwater practices shall, at the completion of construction, inspect said systems and practices for sediment, trash, debris, or damage. Issues noted shall be corrected prior to submittal of the record drawing. Sediment, trash, and debris discharged during construction to individual and collective stormwater drainage systems shall be entirely removed, such that the system is free of blockage and operating at its fully functional design capacity, as indicated in the approved stormwater management plan.

No Certificate of Occupancy will be issued for the project or development, nor will subdivision infrastructure be accepted into the City's Maintenance Program until the as-built certification is submitted, all post-construction BMPs are determined to be in compliance, and PCS Permit is issued.

SECTION 11. Operation and Maintenance Program.

A self-monitoring and maintenance program must be implemented by the project site owner to ensure the post-construction stormwater management plan is working effectively. This includes the development and execution of a post-construction O&M Agreement as well as a written O&M Manual and inspection checklist.

The O&M Agreement must be customized, signed, notarized, and recorded as prescribed. The O&M Manual for all private infrastructure, including but not limited to pipes, ponds, ditches, and BMPs, shall be submitted for the final plan approval and permit process. The O&M Manual will become a

maintenance guide for the drainage infrastructure once the development is complete. The final O&M Manual shall be recorded as prescribed and a copy of the recorded manual shall be provided to the City in digital format as a PDF.

The O&M Manual shall include, but not be limited to, the following:

- A. Owner name, address, business phone number, home phone number, email address, cellular phone number, pager number;
- B. Recorded O&M Agreement;
- C. Technical Memorandum that includes a written narrative addressing the following: a general description of the existing and proposed drainage systems; an analysis of the LID alternatives considered; the post-construction BMP design, including proposed function; and supporting calculations demonstrating that the best management practices achieve the applicable design performance requirements. The Technical Memorandum shall also include a graphic depiction of the existing and proposed watershed boundaries, incorporating USGS contour data, existing watercourses, wetlands, and drainage infrastructure. The calculation methods as well as the type, sizing, and placement of all stormwater BMPs shall meet the design criteria, standards, and specifications outlined Section 8.
- D. Site drawings (8½" by 11" or 11" by 17"), showing both plan and cross-section views, showing the infrastructure and applicable features, including dimensions, easements, outlet works, forebays, signage, etc., as well as an overall site map of the development showing all structures (the final approved Stormwater Management Plan may satisfy this requirement);
- E. Guidance on owner-required periodic inspections;
- F. Requirement of owner to perform maintenance specified by City, if any;
- G. Guidance on routine maintenance, including mowing, litter removal, woody growth removal, signage, etc.;
- H. Guidance on remedial maintenance such as inlet replacement, outlet works maintenance, etc.;
- I. Guidance on sediment and trash removal, both narrative and graphical, describing when sediment removal should occur in order to insure that BMPs and other infrastructure remain effective as water quality and/or quantity control devices;
- J. A statement that City representatives have the right to enter the property to inspect the infrastructure;
- K. A tabular schedule showing inspection and maintenance requirements;
- L. Identification of the property owner as the party responsible for all maintenance, including cost;
- M. Inspection checklists for the types of BMPs included in the project; and
- N. A site map showing the BMP locations.

SECTION 12. Inspection, Maintenance, Record Keeping, and Reporting.

Subsequent to successful installation of post-construction BMPs, the permanent measures must be inspected and maintained regularly. Upon completion of the stormwater management system installation and submittal of as-built drawings, the Director or designee shall conduct a post-installation inspection to verify that the stormwater infrastructure, including all subsurface drains, was installed in accordance with the approved plans and is functioning properly.

Stormwater BMP facilities shall be maintained in good condition, in accordance with the submitted O&M Manual and schedules, in addition to the designed and approved performance specifications for

the facilities, and shall not be subsequently altered, revised, or replaced, except as approved by the City.

Post-construction BMPs approved after October 1, 2015, shall be subject to annual inspections. The City has the authority to perform long-term post-construction inspections of all public or privately owned stormwater BMPs. The inspection may cover physical conditions, available water quality storage capacity, and the operational condition of key facility elements. Noted deficiencies and recommended corrective action will be included in an inspection report. The City shall be permitted the right to enter the property of the permit holder as deemed necessary to make regular inspections to ensure the validity of the reports filed.

Records demonstrating compliance with an approved plan or record drawing shall be maintained by the person or persons responsible for development of the property for a minimum of three (3) years from the date of issuance of the PCS Permit. Such records shall be made available to the Director upon request. The owner of the post-construction best management practice shall maintain records of all inspections and maintenance activities for a minimum of three (3) years from the date of each inspection and shall make such records available to ADEM or the City upon request.

SECTION 13. Enforcement, Violations, & Penalties.

A. *Minor Violations.* A violation of any provision of this Ordinance or any term or condition of a PCS Permit issued hereunder that does not adversely affect the health, safety, or welfare of persons residing or working in the neighborhood or on the development site, and that is not materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, shall be classified as a minor violation. Upon identification of a minor violation, the City shall issue a written warning to the permit holder and, where applicable, to the person responsible for the violation. The written warning shall include a description of the violation, the date and time the violation was observed, the specific provision of this Ordinance or condition of the PCS Permit that was violated, and a statement that continued or repeated violations may result in further enforcement action under this Section.

B. *Continued Minor Violations.* If a person who has received a written warning under subsection (a) continues to violate or commits a subsequent violation of the same or similar nature, and such violation remains one that does not adversely affect the health, safety, or welfare of persons residing or working in the neighborhood or on the development site and is not materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City shall issue a written notice of violation to the permit holder and, where applicable, to the person responsible for the violation.

C. *Major Violations; Suspension or Revocation.* If any person violates any provision of this Ordinance or any term or condition of a PCS Permit issued hereunder, and such violation adversely affects the health, safety, or welfare of persons residing or working in the neighborhood or on the development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City may suspend or revoke the PCS Permit, Land Disturbance Permit, or any other active permit of any type issued by the City related to the site or development in violation of this Ordinance.

D. *Prohibited Activity; Referral to ADEM.* No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any provision of this Ordinance. Any person who violates this Ordinance and fails or refuses to come into compliance following enforcement action under this Section may be referred to ADEM for such further enforcement action as ADEM deems appropriate, including prosecution to the fullest extent of the law.

E. *Penalties.* Any person who violates any provision of this Ordinance or any term or condition of a PCS Permit issued hereunder, or who fails to comply with a written warning or a written notice of violation shall be subject to a civil penalty of not less than fifty dollars (\$50.00) and not more than five hundred dollars (\$500.00) per day for each day the violation continues. Each day a violation

exists or continues shall constitute a separate and distinct offense.

Any person who willfully violates any provision of this Ordinance, or who willfully fails or refuses to comply with any enforcement action taken under this Ordinance, shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not more than five hundred dollars (\$500.00), imprisonment for not more than six (6) months, or both, for each offense. Each day a violation exists or continues following notice shall constitute a separate and distinct offense.

The penalties provided in this subsection are cumulative and shall be in addition to, and not in lieu of, any other remedy or enforcement action available to the City under this Ordinance or under applicable state or federal law.

The Director shall have the authority to determine the amount of any civil penalty imposed taking into consideration the severity of the violation, the duration of the violation, the degree of harm or potential harm to persons or property, the violator's history of prior violations under this Ordinance, and the violator's good faith efforts to achieve compliance.

F. *Abatement.* If a responsible party fails or refuses to meet the design, operation, or maintenance standards required by this Ordinance, the City, after reasonable notice, may correct a violation of the design standards, operation, or maintenance needs by performing all necessary work to place the measures in proper working condition. In the event that the BMPs become a danger to public safety or public health, the City shall notify in writing the responsible party for changes to design, operation, maintenance, and repairs of the BMP. Upon receipt of that notice, the responsible party shall have fourteen (14) calendar days, or such additional time as the City shall determine to be reasonably necessary to complete the action, to make changes to design, operation, maintenance, and repairs of the measures in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this Section shall be billed to the responsible party. If the responsible party refuses to pay the bill, the City is entitled to bring an action against the responsible party to pay, file a lien against the property, or both. Costs shall include interest, collection fees, and reasonable attorney fees.

G. *Appeals.* Any permit holder or person aggrieved by an issued written notice of violation, a suspension or revocation of a permit, or a civil penalty assessed, may appeal such action by filing a written notice of appeal with the City Clerk within fifteen (15) calendar days of the date of the notice of violation, suspension, or revocation. The written notice of appeal shall state the grounds for the appeal with specificity.

Failure to file a written notice of appeal within the time prescribed in herein shall constitute a waiver of the right to appeal, and the enforcement action shall be deemed final. Upon receipt of a timely notice of appeal, the matter shall be referred to the City Council, which shall conduct a hearing within thirty (30) calendar days of the filing of the appeal. The appellant shall be afforded reasonable notice of the hearing and an opportunity to present evidence and testimony in support of the appeal.

The City Council shall review the enforcement action and shall affirm, modify, or reverse the action of the Director. The decision of the City Council shall be rendered in writing and shall constitute the final administrative decision of the City.

The filing of an appeal under this subsection shall not stay the enforcement action unless the City Council, upon application by the appellant and for good cause shown, grants a stay pending resolution of the appeal. In determining whether to grant a stay, the Council shall consider whether the continued activity poses an imminent threat to the health, safety, or welfare of persons or property in the neighborhood or on the development site.

H. *Reinstatement of Suspended or Revoked Permits.* A permit holder whose permit has been suspended may apply for reinstatement by submitting a written request to the Director

demonstrating that all conditions giving rise to the suspension have been corrected and that the site or development is in full compliance with this Ordinance and all applicable permit conditions.

Upon receipt of a request for reinstatement, the Director or his/her designee shall conduct an inspection of the site within ten (10) business days. If the Director determines that the violation has been fully corrected and that the site is in compliance, the permit shall be reinstated. If the Director determines that the violation has not been fully corrected, the request shall be denied in writing, with a description of the remaining deficiencies.

A permit holder whose permit has been revoked may apply for a new permit in accordance with the application procedures set forth in this Ordinance, provided that the applicant demonstrates to the satisfaction of the Director that all conditions giving rise to the revocation have been fully corrected. A revoked permit shall not be reinstated; the applicant must apply for and obtain a new permit. The Director may impose reasonable conditions on any reinstated permit or newly issued permit under this subsection to prevent recurrence of the violation, including but not limited to increased inspection frequency, additional reporting requirements, or modified operational conditions.

Nothing in this subsection shall be construed to entitle any person to reinstatement or issuance of a new permit. The decision to reinstate a suspended permit or to approve a new application following revocation shall remain within the discretion of the Director, subject to the appeal provisions.

SECTION 14. 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.

SECTION 15. Repealer.

All current provisions of the Code and any prior ordinances or parts of ordinances which are in conflict with this Ordinance are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be incorporated into the Madison City Code in Chapter 20, Section 460 to 475 and titled "Post-construction Stormwater Management" as a new Article IX.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 10th day of August 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer

APPROVED this _____ day of August, 2026.

Ranae Bartlett, Mayor

City of Madison, Alabama

ORDINANCE NO. 2026-184

AN ORDINANCE TO AMEND CHAPTER 17 OF THE MADISON CITY CODE ESTABLISHING REGULATIONS AND STANDARDS FOR FLOODPLAINS AND FLOOD-PRONE AREAS

WHEREAS, the City of Madison, Alabama (the “City”), previously adopted Ordinance No. 2024-15, as amended by Ordinance No. 2025-408, establishing floodplain regulations and standards codified at Chapter 17 ("Floods") of the *Code of Ordinances, City of Madison, Alabama* (the “Madison City Code”); and

WHEREAS, the City Engineer has determined that Chapter 17, Article IV, Section 93 titled “Standards for Subdivisions and Other Development” should be amended to reduce the restrictiveness of the floodplain land conservation requirements set forth therein.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Madison that Chapter 17, Article IV, Section 93 is hereby repealed and replaced as follows:

Sec. 17-93.-STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT.

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

1. BFE data;
2. Provisions to minimize flood damage;
3. Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
4. Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
5. **Preliminary plans** for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
6. **Final subdivision plats** that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding;
7. Building Sites Free of Flood Zones - Each proposed lot or parcel of a platted subdivision shall have a minimum buildable area in upland areas outside of the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable. This procedure will not result in a change to the density permitted in underlying zoning district.
8. Lot Configuration and Building Envelopes - To the maximum extent feasible, lots subject to this Section F shall be configured so that they lie entirely out of the floodplain with any remainder parcels being preserved as provided in the subsection below. As an alternative, lots

may be configured so that portions are located within the floodplain. However, building footprints of such lots shall be delineated to lie, to the maximum extent feasible, outside the floodplain. If no other option for access is practicable, driveways may be located within the floodplain.

9. Floodplain Land Conservation - Any portion of a parcel of lot located in a floodplain which does not include an approved building area shall be overlaid with a public utility and drainage easement and shall be kept free from any obstruction that will not allow floodwater to pass unhindered.
10. A Stormwater Management Plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event, if disturbing more than 25,000 square feet of land or increase or removal & replacement of greater than 1,000 square feet of impervious area. Proposals shall also include the City of Madison's MS4 permit retention requirements for the 1.14 inch, 24 hour rainfall. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation. Low impact design is encouraged to meet the retention/detention requirement including maintaining or restoring green infrastructure and the natural function of the drainage area.

BE IT FURTHER ORDAINED, that if any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

READ, PASSED AND ADOPTED this 10th day of August 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of August 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-266-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE THE SUBDIVISION IMPROVEMENTS
FOR HERITAGE HILLS, PHASE 4 SUBDIVISION.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon the recommendation of the Engineering Department, effective July 27, 2026, the City of Madison accepts for public use and maintenance the street, drainage and utilities within the rights-of-way and easements dedicated for Heritage Hills Phase 4 Subdivision as recorded in the Limestone County Probate Office in Plat Book L, Page 432.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Heritage Hills - Phase 4
 Principal: Tennessee Valley Communities, LLC
 Bond No: 26-048-SP Amount: \$94,318.88 LOC ☒ Cash ☐

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 13 day of July, 2020


WITNESS

PRINCIPAL

By: 

Its: Manager

APPROVED:

City Engineer

Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Heritage Hills-Ph 4

Plat Book: L Page: 432 or Document # _____

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: 5/4/2026

Developer: Tennessee Valley Communities, LLC

Address: 8624 Memorial Parkway SW, Huntsville, AL 35802

By: [Signature]

**ENGINEERING CERTIFICATION
(THE BOARD)**

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 5/12/26

Consulting Engineer(s): 2 The Point Incorporated

Address: 8624 Memorial Parkway SW, Huntsville, Alabama, 35802

By: [Signature]

**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

Subdivision: Heritage Hills-Phase 4

Plat Book: L Page: 432 or Document # _____

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.



Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.



General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 15th day of June, 2026, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.



Board Chairman

**ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON**

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 6/17/26

Consulting Engineer(s): 2 The Point Incorporated

Address: 8024 Memorial Parkway SW Huntsville, AL 35802

By:  _____

**THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

Subdivision: Heritage Hills - Phase 4

Plat Book: L Page: 432 or Document # _____

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.

City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.

Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2026-270-R

**A RESOLUTION AUTHORIZING ACCEPTANCE OF PROPERTY DONATION
FOR THE ROYAL DRIVE EXTENSION PROJECT**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire permanent right of way on, over, across, and upon the following described parcel of land for the construction and maintenance of the **Royal Drive Extension Project**, to-wit:
 - a. See Exhibit A, which contains a legal description for the tract to be acquired (the "Tract"), which is attached hereto and incorporated herein, and a copy of which is permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama.
2. That the obtainment of the foregoing Tract is necessary for the completion of the Royal Drive Extension Project (the "Project"), which is in the best interest of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That the Mayor of the City of Madison, or her designee, be, and is further authorized, empowered, and directed to accept the donation and dedication of the Tract for the City for the aforesaid purpose and to execute all documents necessary to effectuate the acceptance of the Tract.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

TRACT 2 DESCRIPTION:

TRACT 2 AS SHOWN ON THE CERTIFIED PLAT OF "A RESUBDIVISION OF LOT 1 OF THE UNIVERSITY OF ALABAMA HUNTSVILLE FOUNDATION SUBDIVISION AS RECORDED IN INSTRUMENT #2021-00059085" AS THE SAME IS RECORDED IN PLAT BOOK 2022, PAGES 230-232, IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND CONTAINING 3.84 ACRES, MORE OR LESS.

SUBJECT TO:

EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, AND COVENANTS RECORDED OR UNRECORDED.

RESOLUTION NO. 2026-276-R**AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH MULLINS, LLC**

WHEREAS, pursuant to Resolution No. 2025-172-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Mullins, LLC (herein “Mullins”) for professional services necessary for the design and planning of an additional parking lot at Toyota Field (the “Project”); and

WHEREAS, the original agreement was entered for an amount not to exceed forty-three thousand five hundred dollars (\$43,500.00); and

WHEREAS, the estimated design cost of the Project has increased from the original estimate; and

WHEREAS, as a result of the increased project design cost and in accordance with the terms of the Agreement, the parties desire to amend the Agreement to increase the design fee to seventy-five thousand two hundred fifty dollars (\$75,250.00), representing an increase of thirty-one thousand seven hundred fifty dollars (\$31,750.00);

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Mullins, LLC, for design and planning services related to the additional parking lot at Toyota Field, said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Amendment to Professional Services Agreement” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Mullins, LLC in an additional amount not to exceed thirty-one thousand seven hundred fifty dollars (\$31,750.00) in accordance with the terms of the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2025-172-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Consultant for professional design services for an additional parking lot at Toyota Field, hereinafter referred to as the “Project;” and

WHEREAS, the construction package design scope of the Project has increased from the original estimate, and as such work will require additional funds pursuant to the Agreement, which is described in the “Amendment to the Professional Services Agreement” request dated January 28, 2026, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of thirty-one thousand seven hundred fifty dollars (\$31,750) to cover the increase in the overall design of the construction package, which is described in Exhibit A.

B. Remainder.

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

C. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

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

Notary Public



July 14, 2026

Gerald Smith
City of Madison
100 Hughes Road
Madison, AL 35758

Re: Proposal for Professional Services for Existing Parking Lot and Additional Parking Lot at Toyota Field in Town Madison

Change Order #1

Mr. Smith,

Mullins, LLC (Mullins) is pleased to provide our services on the above referenced project within the following Scope of Work:

Based on the information provided, Mullins has developed the following Scope of Work:

Revised Construction Plans

Mullins will revise the site design construction package for the civil site work at the proposed site based on the information received from the City of Madison. This will include sidewalk improvements for existing parking lot and a revised site layout and design for the additional parking lot.

Revised Landscape Plan

Mullins will revise the design and construction drawings for the full landscaping of the project. An irrigation spec for level of service/coverage will be included with the landscape plans, though a full irrigation design package is not included in this scope.

Revised Photometric Plan

Mullins will revise the photometric plan for the project to include a pole foundation detail and new layout.

Power Distribution Plan

Mullins will provide an electrical engineering design stamped by an electrical engineer through a third part consultant. The electrical engineering design will include the RV hookups and all power requirements for parking lot lighting for the project.

Fee & Billing

Mullins will perform the services outlined above for the below additional fees:

Power Distribution Plan	\$14,300.00
Revised Site Plans/ Civil Construction Plans	\$12,200.00
Revised Landscape Plan	\$2,100.00
Revised Photometric Plan	<u>\$3,150.00</u>
Total Fixed Fee	\$31,750.00

The above design packages can be provided with 4-6 weeks from execution of this Change Order.

Mullins will invoice monthly based on percentage of completeness. Payment will be due on Net-30 terms. Final, approved plans will be delivered to the CLIENT in digital format (PDF, AutoCAD DWG).

Mullins, LLC is honored to be considered for this project and we look forward to working with you. If the above terms are acceptable, please sign below and return to us.

Sincerely,



Jeff Mullins PE
President
Mullins, LLC

Acceptance

RESOLUTION NO. 2026-104-R**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING
WITH THE MONROVIA VOLUNTEER FIRE DEPARTMENT.**

WHEREAS, pursuant to Section 11-43-141 of the *Code of Alabama* (1975), firefighters of any municipality may lawfully go or be sent beyond the corporate limits and police jurisdiction of such municipality to assist with meeting any emergency resulting from fire or other public disaster; and

WHEREAS, the firefighters of any municipality acting under ALA. CODE § 11-43-141 (1975), beyond the corporate limits and police jurisdiction of such municipality shall have all the immunities from liability and exemptions from laws, ordinances, and regulations. *See* ALA. CODE § 11-43-141 (1975); and

WHEREAS, pursuant to Section 11-43-142 of the *Code of Alabama* (1975), a municipality may authorize its fire department to render aid in cases of fire occurring beyond their corporate limits and police jurisdiction, prescribe the conditions on which such aid may be rendered, and may enter into a contract or contracts with other municipalities, counties, or entities for rendering aid; and

WHEREAS, pursuant to Section 9-3-17 of the *Code of Alabama* (1975), a volunteer fire department protects the health, safety, and welfare of the public by providing fire protection to the citizens in its area; and

WHEREAS, the Monrovia Volunteer Fire Department (the “VFD”) serves unincorporated areas south of Capshaw Road, east of Old Railroad Bed Road, and west of Hilliard Road; and

WHEREAS, the VFD requires assistance from the City of Madison, Alabama (the “City”) to respond to calls concerning structure fires; and

WHEREAS, the City desires to enter into a memorandum of understanding with the VFD for the provision of fire services within the VFD’s jurisdiction; and

WHEREAS, the proposed agreement formalizes procedures, responsibilities, and liability protections and establishes a framework for cooperation while preserving the autonomy and authority of each participating jurisdiction; and

WHEREAS, the City Council of the City of Madison, Alabama (the “City Council”), finds that the agreement serves the best interests of the citizens of the City and promotes the general welfare of the region.

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

Section 1. The Mayor is authorized and directed to execute on behalf of the City an agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Memorandum of Understanding” (the “Agreement”) and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 2. The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute, seal, attest, and deliver such other agreements, undertakings, documents, and certificates incidental or related to the Agreement and the actions contemplated within it, to publish a summary of this Resolution, and to take such other actions as shall be necessary and appropriate to carry out the transactions that this Resolution contemplates.

Section 3. This Resolution shall be effective upon its adoption and publication as provided by law.

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

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

Ranae Bartlett, Mayor
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Agreement”) is entered into by and among the City of Madison, Alabama, an Alabama municipal corporation (the “City”), and the Monrovia Volunteer Fire Department, an Alabama non-profit corporation (the “VFD”) (collectively, the “Party” or “Parties”) for the provision of firefighter services.

RECITALS

WHEREAS, pursuant to Section 11-43-141 of the *Code of Alabama* (1975), whenever the necessity arises during any emergency resulting from fire or other public disaster, the firefighters of any municipality may lawfully go or be sent beyond the corporate limits and police jurisdiction of such municipality to assist with meeting such emergency; and

WHEREAS, under Section 11-43-141 of the *Code of Alabama* (1975), the firefighters of any municipality acting beyond the corporate limits and police jurisdiction of such municipality shall have all the immunities from liability and exemptions from laws, ordinances, and regulations; and

WHEREAS, pursuant to Section 11-43-142 of the *Code of Alabama* (1975), a municipality may authorize its fire department to render aid in cases of fire occurring beyond their corporate limits and police jurisdiction, prescribe the conditions on which such aid may be rendered, and may enter into a contract or contracts with other municipalities, counties, or entities for rendering aid; and

WHEREAS, pursuant to Section 9-3-17 of the *Code of Alabama* (1975), a volunteer fire department protects the health, safety, and welfare of the public by providing fire protection to the citizens in its area; and

WHEREAS, the Parties are charged with the primary responsibility for carrying out firefighter duties and maintaining order within their respective jurisdictions; and

WHEREAS, both parties recognize that coordination among neighboring jurisdictions is essential for the protection of lives, property, and the environment, and that the use of such assistance between the parties may be the best means of prevention, response, and/or recovery from any emergency or disaster, whether manmade or natural; and

WHEREAS, the VFD desires to acquire the City’s assistance in responding to fire emergencies and high-risk, complex incidents in certain areas outside the City and within the VFD’s jurisdiction.

WITNESSETH

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Obligations. Upon notification by Madison County Fire Dispatch, the City agrees to dispatch the closest available engine with personnel to structure fires and high-risk, complex incidents within the following described areas: unincorporated areas south of Capshaw Road, east of Old Railroad Bed Road, and west of Hilliard Road. Similarly, upon request by the City, the VFD agrees to assist the City in responding to structure fires and high-risk incidents within the City's service area, within the capabilities and resources available to the VFD at the time such assistance is requested.

Each Party represents and warrants that its services shall be performed according to its own standard operating procedures and in a manner consistent with the level of care and skill ordinarily exercised by similar providers of volunteer fire services under similar circumstances at the time the services are performed.

Each Party will endeavor to provide, as needed, fire protection support and heavy rescue services to the other Party within the capabilities available at the time the request for such support is made and within the terms of this Agreement. A Party may, within its discretion, temporarily decline a request for assistance if, at the time the request is made, its personnel, equipment, and supplies are involved in responding to a fire or rescue call in the area it serves, or if conditions are unfit and unsafe for personnel. In such event, the Fire Chief (or designated officer) of the responding Party shall advise the requesting Party whether it will be available to provide assistance at the time, and if so, the approximate time at which assistance will be available.

2. Term. This Agreement shall become effective upon the date of the last approving signature and shall remain in effect for no more than three (3) years. The Parties may renew this Agreement for another term of not more than three (3) years on the same or amended terms by the same method by which this Agreement was adopted.

3. Privileges & Immunities. Each party will maintain primary and initial jurisdiction over its respective territory at all times. All personnel acting pursuant to this Agreement shall have the same powers, rights, benefits, privileges and immunities in each other's jurisdiction.

4. Indemnification. Each party (each, the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (each, the "Indemnified Party"), along with the Indemnified Party's affiliates, officers, directors, employees, representatives, agents, and permitted assigns, from any and all losses, expenses (including reasonable attorney fees and court costs), damages, liability or claims (collectively, the "Claims") which may be asserted against the Indemnified Party that arises from, relates to or is attributable to any of the following: (1) any negligent act, omission, or conduct by any party or its officials, employees, agents, or representatives that arises from or relates to this Agreement; or (2) material breach of any of the terms of this Agreement.

5. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the matters addressed herein.

6. Termination. This Agreement may be terminated by any party without cause upon thirty (30) days written notice of such termination to the other Parties.

7. Assignment. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered by the parties without the prior written consent of the parties.

8. Amendment. This Agreement may be modified or amended only by a written instrument, executed by a duly authorized representative of each of the parties to this Agreement.

9. Applicable Law. The Agreement shall be governed by the laws of the State of Alabama.

10. Independent Relationship. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

11. No Third-Party Beneficiaries. The Parties expressly acknowledge that this Agreement does not create or confer any rights or obligations in or upon any third person or entity. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

12. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. Waiver. The failure of any of the Parties 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 ensure compliance with every provision of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

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

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**

Renaë Bartlett, Mayor

Attest:

Lisa D. Thomas, City Clerk-Treasurer

Brandy Williams, Fire Chief

Date: _____

**MONROVIA VOLUNTEER
FIRE DEPARTMENT
a municipal corporation**

Kris West, Fire Chief

Date: _____

ORDINANCE NO. 2026-247

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE VIII OF THE MADISON CITY CODE TO PROVIDE FOR A LODGING TAX RATE OF TEN PERCENT (10%)

WHEREAS, in anticipation of funding the multi-purpose venue and ballpark, now known as Toyota Field, the City of Madison City Council ("City Council") adopted Ordinance No. 2017-277, which raised the City's lodging tax to 9%, plus \$2.00 per room per night and dedicated the increased portion of the lodging tax (the 2% portion plus \$1.00 per room per night) to debt service on the ballpark warrants; and

WHEREAS, Ordinance No. 2026-083 amended Section 10-230 regarding the disposition of lodging tax proceeds in anticipation of future improvements to Toyota Field as described in Ordinance Number 2026-082 authorizing an Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC; and

WHEREAS, the City Council desires to further increase the rate of lodging taxes by one percentage point and allocate the resulting increased revenue to the general fund of the City, while preserving existing dedications for the disposition of lodging tax proceeds;

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

Section 1. That Section 10-224 of the *Code of Ordinances of the City of Madison*, entitled "Levy of lodging tax" is hereby amended in its entirety as follows:

- (a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person engaging in:
 - (1) The business of renting or furnishing any room to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms or lodgings or regularly furnished to transients for a consideration, such tax being an amount equal to **ten percent** of the charge for such room or lodging, including the charge for use or rental of personal property and services furnished in such rooms, plus \$2.00 per room per night, provided that charges for property sold or services furnished which are required to be included in the computation of the tax levied in Code of Alabama (1975), Title 40, Chapter 23, Article 1, Division 1, such article being commonly referred to as the state sales tax statutes, shall not be included in computing the tax herein levied; or

- (2) The business of renting or furnishing space for accommodation of trailers for a consideration, such tax to be in an amount equal to **ten percent** of the charge for such trailer space, plus \$2.00 per space per night, provided, however, that charges made by persons in the business of renting trailer space for use of washing machines, electrical power, garbage collection, water supply, and other such charges shall not be included in the measure of such tax, but only the charge for trailer space proper shall so be included.

Section 2. That Section 10-230 of the *Code of Ordinances of the City of Madison*, entitled “Lodging Tax: Disposition of Proceeds” is hereby amended in its entirety as follows:

- (a) Except as otherwise provided in this Section 10-230, all lodging taxes received or collected by the city under the provisions of this article shall be deposited in the city's general fund, subject to appropriation by the City Council for any lawful purpose of the city.
- (b) For any hotel that opened for business prior to May 1, 2018, outside of the Town Madison Cooperative District boundaries, revenues resulting from the two percentage point (2%) portion of the total lodging taxes collected pursuant to this article, as well as \$1.00 of the per-night fee, must be appropriated to pay debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082. Upon satisfying said debt service requirement, the remainder of the proceeds generated from the lodging tax proceeds dedicated in this Section 10-230(b) may be deposited into the general fund.
- (c) For any hotel that has opened or will open for business on or after May 1, 2018, outside of the Town Madison Cooperative District boundaries, **revenues resulting from the nine (9) percentage point portion of the total lodging taxes collected pursuant to this article, as well as \$2.00 of the per-night fee**, shall be appropriated to pay debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082. Upon satisfying said debt service requirement, the remainder of the lodging tax proceeds dedicated in this Section 10-230(c) may be deposited into the general fund.

- (d) For any hotel inside the boundaries of the Town Madison Cooperative District, lodging tax revenues shall be appropriated to pay debt services as follows:
 - a. For the first three (3) hotels that opened inside the boundaries of the Town Madison Cooperative District, **revenues resulting from the nine (9) percentage point portion of the total lodging taxes collected pursuant to this article, as well as \$2.00 of the per-night fee**, shall be dedicated to ballpark debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082.
 - b. For any other hotels that have opened or will open within the boundaries of the Town Madison Cooperative District after January 1, 2025:
 - i. Seven (7) percentage points plus \$1 per night shall be dedicated to debt service on the General Obligation Economic Development Warrants, Series 2022, authorized by Ordinance No. 2022-334.
 - ii. Two (2) percentage points and \$1 per night of lodging taxes shall be dedicated to ballpark debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for Venue improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2026-082.
 - c. Upon satisfying said debt service requirements, the remainder of the lodging tax proceeds dedicated in this Section 10-230(d) may be deposited into the general fund.
- (e) Upon the retirement of the debt of the Series 2018-A General Obligation Taxable Warrants, the Series 2022 General Obligation Economic Development Warrants, or any other economic development warrants that the City Council may authorize for ballpark capital improvements, the lodging tax proceeds dedicated in this Section 10-230 shall be deposited in the city's general fund, subject to appropriation by the City Council for any lawful purpose of the city.

Section 3. This Ordinance shall be effective on **October 1, 2026**, following its date of adoption and proper publication once in a newspaper of general circulation in the City of Madison following its adoption.

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

Section 5. A certified copy of this Ordinance shall be forwarded to the Alabama Department of Revenue in compliance with Section 11-51-210(e) of the *Code of Alabama* (1975).

READ, PASSED, and ADOPTED this ____ day of _____, 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

ORDINANCE NO. 2026-255

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOTS 4 & 5 OF ROYAL DRIVE WAREHOUSES AT ARLINGTON PARK SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **CTK Property Group, LLC**, for the vacation of a portion of utility & drainage easement located within Lots 4 & 5 of Royal Drive Warehouses at Arlington Park Subdivision and further described as follows:

COMMENCING AT A 5/8 INCH REBAR LOCATED AT THE NORTHWEST CORNER OF LOT 5 OF THE FINAL PLAT OF ROYAL DRIVE WAREHOUSES AT ARLINGTON PARK AS RECORDED IN PLAT BOOK 2022, PAGES 115-116 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 404.02 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE RUN NORTH 89 DEGREES 35 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 977.40 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 46 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 13 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 977.29 FEET TO A POINT AND BACK TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.22 ACRES +/-

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 **CTK Property Group, LLC** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

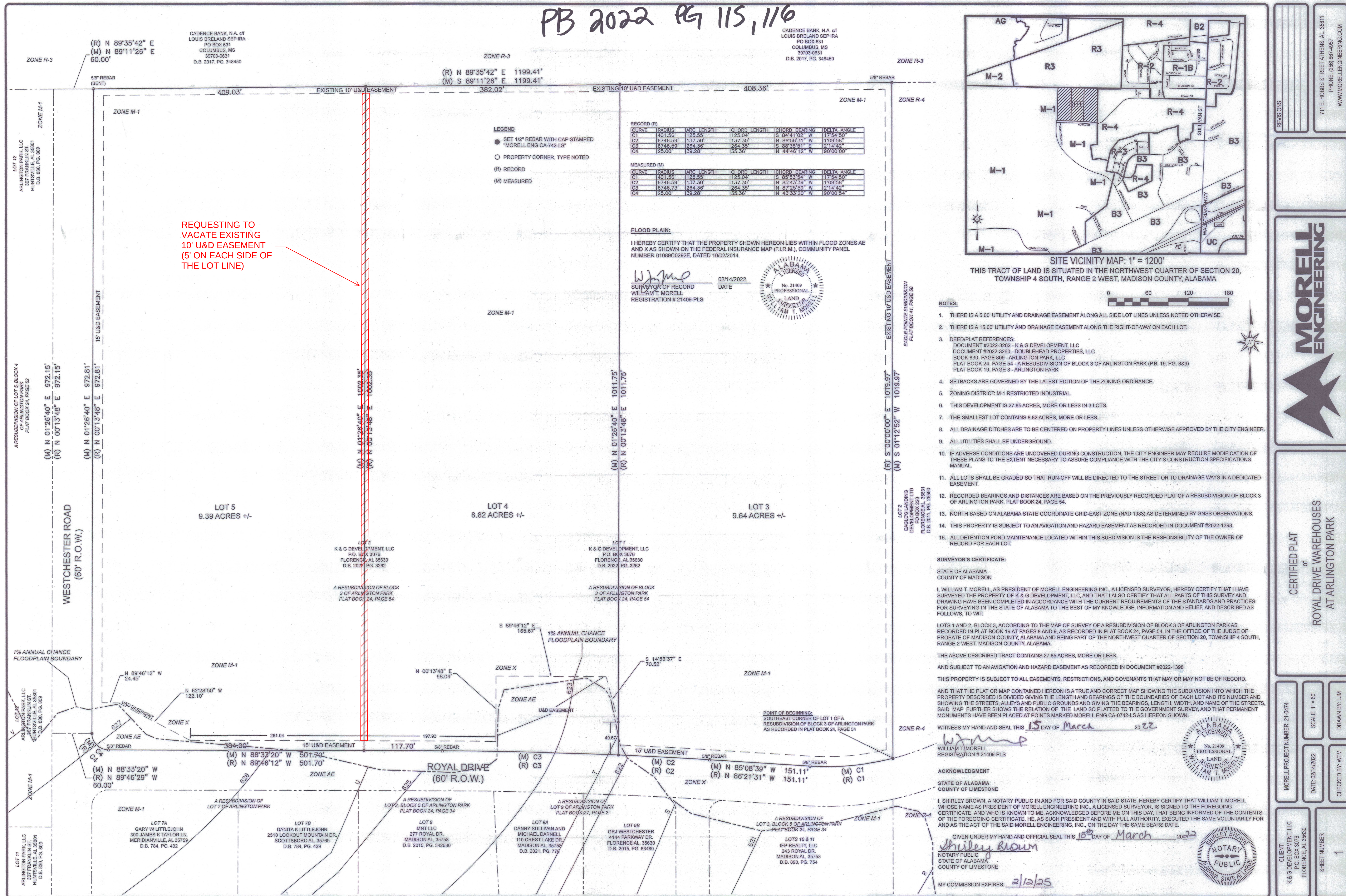
ATTEST:

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

APPROVED this _____ day of July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PB 2022 PG 115, 116



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

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

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

COMMENCING AT A 5/8 INCH REBAR LOCATED AT THE NORTHWEST CORNER OF LOT 5 OF THE FINAL PLAT OF ROYAL DRIVE WAREHOUSES AT ARLINGTON PARK AS RECORDED IN PLAT BOOK 2022, PAGES 115-116 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, RUN NORTH 89 DEGREES 35 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 404.02 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE RUN NORTH 89 DEGREES 35 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN SOUTH 00 DEGREES 13 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 977.40 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 46 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 13 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 977.29 FEET TO A POINT AND BACK TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.22 ACRES +/-

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

*Quitclaim Deed
Lots 4 & 5 of Royal Drive Warehouses at Arlington Park VOE
Page 1 of 2*

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ORDINANCE NO. 2026-265

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 108 CHURCH STREET, LOT 28, OF THE NORTH ALABAMA GAS DISTRICT SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of the **City of Madison Board of Education** for the vacation of a portion of a utility and drainage easement located within 108 Church Street, Lot 28, of the North Alabama Gas District Subdivision and further described as follows:

BEING ALL THAT PART OF LOT 28, ACCORDING TO THE FINAL PLAT OF NORTH ALABAMA GAS DISTRICT AS RECORDED IN PLAT BOOK 23, PAGE 36 IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND ALSO BEING SITUATED IN A PORTION OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 28, BEING A 1/2" CAPPED "HSM CA 1031" REBAR; THENCE SOUTH 85 DEGREE 36 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 28 A DISTANCE OF 199.27 FEET; THENCE SOUTH 1 DEGREES 34 MINUTES 44 SECONDS WEST LEAVING SAID NORTH LINE OF LOT 28 A DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREE 34 MINUTES 44 SECONDS WEST A DISTANCE OF 5.01 FEET; THENCE NORTH 85 DEGREES 36 MINUTES 13 SECONDS WEST A DISTANCE OF 55.02 FEET; THENCE NORTH 2 DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 13 SECONDS EAST A DISTANCE OF 54.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 274 SQUARE FEET, OR 0.006 ACRES +/-.

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 and drainage easement in favor of the **City of Madison Board of Education** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

Ordinance No. 2026-265
Vacation of Easement – 108 Church Street
Page 1 of 2

ATTEST:

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

APPROVED this _____ day of August 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

EXHIBIT

DATE: 5/12/2026

THIS IS NOT A LAND BOUNDARY SURVEY.

NOTE: The purpose of this exhibit is to depict a portion of an easement being vacated as shown hereon.

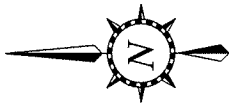
POINT OF COMMENCEMENT

"HSM"
NORTHWEST CORNER OF LOT 28 OF NORTH ALABAMA GAS DISTRICT SUBDIVISION, A RESUBDIVISION OF LOTS 28 & 29 OF THE MADISON STATION SUBDIVISION RECORDED IN PLAT BOOK 23, PAGE 36 IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA

LEGEND

- EASEMENT AREA
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- (R) RECORD
- P.O.B. POINT OF BEGINNING
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- U&D UTILITY & DRAINAGE EASEMENT
- O FOUND MONUMENTATION (AS NOTED)
- "HSM" 1/2" REBAR CAPPED "HSM CA #1031"

LINE TABLE		
#	BEARING	DISTANCE
L1	S85° 36' 13"E	199.27'
L2	S1° 34' 44"W	5.01'
L3	S1° 34' 44"W	5.01'
L4	N85° 36' 13"W	55.02'
L5	N2° 35' 35"E	5.00'
L6	S85° 36' 13"E	54.93'



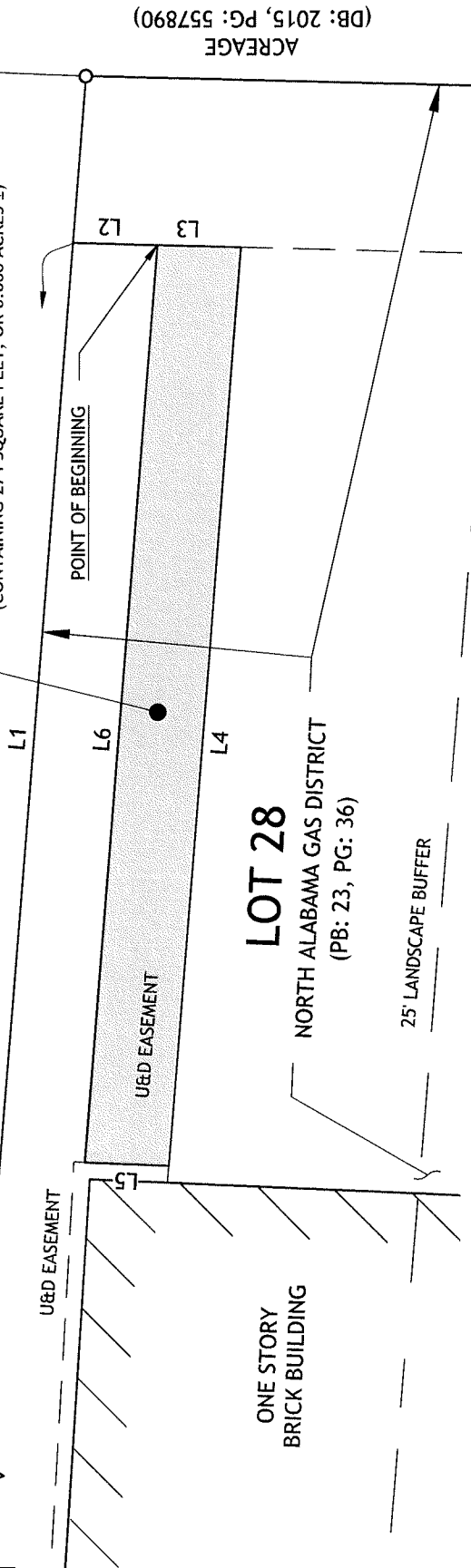
GRID NORTH

CHURCH STREET

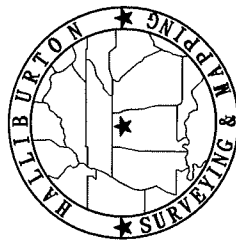
TRACT

(CONTAINING 274 SQUARE FEET, OR 0.006 ACRES ±)

ACREAGE
(DB: 2019, PG: 50571)



ACREAGE
(DB: 2015, PG: 557890)



HALLIBURTON
SURVEYING & MAPPING, INC.

PO BOX 18652 HUNTSVILLE, AL 35804

P: 256.947.1452

gohsm.com

DATE
05/12/2026

JOB NO.
25-201

DRAWN BY
RLS

CHECKED BY
MTH

SHEET NO.
1

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

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

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

BEING ALL THAT PART OF LOT 28, ACCORDING TO THE FINAL PLAT OF NORTH ALABAMA GAS DISTRICT AS RECORDED IN PLAT BOOK 23, PAGE 36 IN THE OFFICE OF JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, AND ALSO BEING SITUATED IN A PORTION OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 28, BEING A 1/2" CAPPED “HSM CA 1031” REBAR; THENCE SOUTH 85 DEGREE 36 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 28 A DISTANCE OF 199.27 FEET; THENCE SOUTH 1 DEGREES 34 MINUTES 44 SECONDS WEST LEAVING SAID NORTH LINE OF LOT 28 A DISTANCE OF 5.01 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 1 DEGREE 34 MINUTES 44 SECONDS WEST A DISTANCE OF 5.01 FEET; THENCE NORTH 85 DEGREES 36 MINUTES 13 SECONDS WEST A DISTANCE OF 55.02 FEET; THENCE NORTH 2 DEGREES 35 MINUTES 35 SECONDS EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 13 SECONDS EAST A DISTANCE OF 54.93 FEET TO THE POINT OF BEGINNING;

CONTAINING 274 SQUARE FEET, OR 0.006 ACRES +/-.

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

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RESOLUTION NO. 2026-261-R**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE MADISON BOARD OF
EDUCATION FOR CROSSING GUARDS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the City of Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Crossing Guard Agreement" to provide crossing guards during the 2026-2027 school year; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the attached agreement and the Mayor or her designee shall be hereby authorized 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 fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 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 July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

CROSSING GUARD AGREEMENT
School Year 2026-2027

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2026-2027 and is made effective as of the date of execution by the latter-signing party.

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

WHEREAS, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Crossing Guard Assignment: The City’s Police Department (“MPD”) shall provide no more than sixteen (16) crossing guards (“Crossing Guards”) to the Board of Education for placement within various Madison City Schools from August 6, 2026, through May 25, 2027.
2. Crossing Guard Duties: Crossing Guards shall provide pedestrian and vehicular traffic control services on the roads and rights of way adjoining school properties at the beginning and end of each school day, or at other times upon which the Parties mutually agree.
3. Chain of Command: The placement and day-to-day assignment of each Crossing Guard is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. Crossing Guards shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. MPD shall keep records of Crossing Guard performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. Compensation: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:
 - a. The City shall ensure that Crossing Guards complete a practical training program covering techniques and procedures used to safely and effectively direct traffic, as well as the proper wear and use of safety equipment.
 - b. The City shall provide Crossing Guards with uniforms and reflective safety apparel. The City may also supply Crossing Guards with any other equipment that it determines to be necessary to complete the duties specified in this Agreement.
6. Good Faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement.
7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City 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. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination.

of the Agreement by the Board. No other liability related to such termination shall accrue to either party.

11. Entire Agreement, Waiver, Amendment: 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 both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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 these respective dates.

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

ATTEST:

By: _____
Ranae Bartlett, Mayor

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

Date: _____, 2026

**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 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

CITY OF MADISON BOARD OF EDUCATION

By: _____
Eric Terrell, Superintendent

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Eric Terrell, whose name as Superintendent of the City of Madison Board of Education 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 the City of Madison Board of Education.

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

Notary Public

Exhibit A -- School Year 2026/27 Crossing Guards

Crossing Guard	School	Hourly Rate	Hours/Yr	Annual Cost
Karen Reece (Head CG)	Bob Jones	\$19.44	820	\$15,940.80
Tracy Moffitt	Bob Jones	\$16.98	720	\$12,225.60
Christian Velasco	Columbia	\$16.56	720	\$11,923.20
OPEN POSITION	Columbia	\$16.16	720	\$11,635.20
Carrie Sanders	Discovery	\$16.98	720	\$12,225.60
Kim Dugan	Heritage	\$16.98	720	\$12,225.60
James Dillard	Horizon	\$16.98	720	\$12,225.60
Lewis Martin	James Clemens	\$16.98	720	\$12,225.60
Shelby Reece	Journey	\$16.56	720	\$11,923.20
Malgorzata Moses	Liberty	\$16.98	720	\$12,225.60
Austin Sanders	Madison	\$16.98	720	\$12,225.60
Laura Hossler	Midtown	\$16.98	720	\$12,225.60
Jennifer Klein	Mill Creek	\$16.98	720	\$12,225.60
Nancy Liederbach	Rainbow	\$16.98	720	\$12,225.60
Stephen Fredrick	West Madison Pre-K	\$16.98	720	\$12,225.60
OPEN POSITION	Russell Branch	\$16.16	720	\$11,635.20
Subtotal				\$197,539.20
Payroll Taxes (7.65%)				\$15,111.75
Grand Total for School Year 2026/27				\$212,650.95

Figures based on 180 school days at 4 hrs/day = 720 hrs/yr.

Includes request by schools to keep a Crossing Guard hired for 5 additional weeks during the summer to work the Summer Reading Program (hours added to Head Crossing Guard, the highest salary).

RESOLUTION NO. 2026-262-R

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF MADISON AND THE MADISON BOARD OF EDUCATION
FOR SCHOOL RESOURCE OFFICERS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the City of Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "School Resource Officer Agreement" to provide school resource officers during the 2026-2027 school year; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the attached agreement and the Mayor or her designee shall be hereby authorized 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 fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 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 July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

SCHOOL RESOURCE OFFICER AGREEMENT
School Year 2026-2027

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2026-2027 and is made effective as of the date of execution by the latter-signing party.

WHEREAS, it is the objective of the Parties to cooperatively promote public health, safety, and welfare; and

WHEREAS, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **SRO Placement:** The City’s Police Department (“MPD”) shall provide fourteen (14) School Resource Officers (“SROs”) to the Board of Education for placement within various Madison City Schools from August 6, 2026, through May 25, 2027. In addition, MPD will make the MPD Special Operations Lieutenant available on an as needed basis to perform the SRO duties described in this Agreement.
2. **SRO Duties:** SROs shall employ school-based policing concepts in accordance with MPD policy to promote school safety, as well as a drug and crime-free environment. SROs shall provide services including:
 - a. Providing security guidance and police services for students, faculty, and visitors
 - b. Teaching crime, alcohol, and drug awareness programs
 - c. Providing safety training on certain topics
 - d. Assisting with school traffic
 - e. Attending faculty and parent meetings on an as needed basis
3. **Chain of Command:** The placement and day-to-day assignment of each SRO is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. SROs shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. The parties acknowledge that SROs are not within the school administrative chain of command, and although SROs may enforce criminal laws of the state and City, they are not responsible for the enforcement of school rules and policies. MPD shall keep records of SRO performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide timecards or other evidence of hours worked upon the Board’s request.
4. **Compensation:** Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries

listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:

a. City Responsibilities: The City will ensure that all SROs possess and maintain Alabama Peace Officer Standards and Training (APOST) Certification and that all SROs attend a school-based law enforcement program sponsored by a nationally recognized agency.

b. Board Responsibilities:

i. Training: The Board agrees to pay the actual cost of staff development expenses reasonably necessary for the SROs and the SRO supervisor to attend The Alabama Association of School Resource Officers (TAASRO) Summer Conference for training. The Board will also pay the actual cost for two SROs each year to attend the National Association of School Resource Officers (NASRO) Conference. All reimbursable costs shall be within the limits for lodging, per diem and travel reimbursements permitted by Board policy. .

ii. Equipment: The Board will provide suitable office space for each SRO in each school where they are stationed for a total of fourteen (14) offices or reasonable workspaces, such as cubicles. The Board shall provide standard office equipment and supplies including a desk, filing cabinet, bookshelf, landline telephone, computer, printer, printer paper, internet/intranet access, as well as standard maintenance and utilities. SROs shall return each office to the Board at the end of the agreement term, reasonable wear and tear expected.

6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement. Furthermore, the parties agree to work cooperatively to implement MPD security recommendations and to implement recommended security strategies detailed in the 2010 Madison City School Task Force Final Findings and Recommended Strategies report.

7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible, therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.

8. Compliance with laws: In carrying out the terms of this Agreement, the City 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. Specifically, without limitation, by

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

9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null, and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination of the Agreement by the Board. No other liability related to such termination shall accrue to either party.
11. Entire Agreement, Waiver, Amendment: 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 both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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 these respective dates.

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____
Ranae Bartlett, Mayor

By: _____
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 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

CITY OF MADISON BOARD OF EDUCATION

By: _____
Eric Terrell, Superintendent

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Eric Terrell, whose name as Superintendent of the City of Madison Board of Education 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 the City of Madison Board of Education.

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

Notary Public

Exhibit A — School Year 2026/27 School Resource Officers

Officer / Position	Hourly Rate	Hours/Yr	Salary Cost	Benefit Rate (\$/mo)	Benefit Months	Benefit Cost	Total Cost	Notes
Sgt. Justin Walker	\$39.51	1440	\$56,894.40	171	6	\$1,026.00	\$57,920.40	
Ofc. Devin Bullington	\$38.33	1440	\$55,195.20	171	6	\$1,026.00	\$56,221.20	
Ofc. John Kern	\$37.46	1432	\$53,642.72	171	6	\$1,026.00	\$54,668.72	8 hrs deducted for St. John's TADA
Ofc. Brady Mayfield	\$35.67	1440	\$51,364.80	171	6	\$1,026.00	\$52,390.80	
Ofc. Patrick Niles	\$34.17	1440	\$49,204.80	171	6	\$1,026.00	\$50,230.80	
Ofc. Ryan Parris	\$39.33	1440	\$56,635.20	171	6	\$1,026.00	\$57,661.20	
Ofc. Durand Prince	\$38.33	1440	\$55,195.20	171	6	\$1,026.00	\$56,221.20	
Ofc. Sam Scott	\$46.16	1440	\$66,470.40	171	6	\$1,026.00	\$67,496.40	
Ofc. Mitchell Stease	\$38.33	1440	\$55,195.20	171	6	\$1,026.00	\$56,221.20	
Ofc. Dei'Lexius Tucker	\$33.15	1440	\$47,736.00	171	6	\$1,026.00	\$48,762.00	
OPEN POSITION	\$35.77	1440	\$51,508.80	171	6	\$1,026.00	\$52,534.80	
OPEN POSITION	\$35.77	1440	\$51,508.80	171	6	\$1,026.00	\$52,534.80	
OPEN POSITION	\$35.77	1440	\$51,508.80	171	6	\$1,026.00	\$52,534.80	
OPEN POSITION	\$35.77	1440	\$51,508.80	171	6	\$1,026.00	\$52,534.80	
Grand Total for 14 School Resource Officers, SY 2026/27							\$767,933.12	

Figures based on 180 school days at 8 hrs/day = 1,440 hrs/yr. Benefits based on Single or Family Coverage for 6 months.

In addition, the Board pays conference registration, travel, lodging, and \$50/day per diem for all SROs to attend the TAASRO Summer Conference, and the same for two (2) rotating SROs to attend the NASRO conference each year, within Board policy limits.

RESOLUTION NO. 2026-263-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
FACILITY USE AGREEMENT WITH THE LEGACY CENTER, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Facilities Use Agreement with The Legacy Center, Inc., for a Generations Adult Day Care Program to be located at the Madison Meeting Hall at 1282 Hughes Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Facilities Use Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 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 July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RECREATION FACILITIES USE & LICENSE AGREEMENT

THIS AGREEMENT IS MADE by and between the **The Legacy Center, Inc.**, an Alabama nonprofit organization, (hereinafter “Licensee”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter the “City”)(collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City is the owner of property identified as Madison Meeting Hall, which is located within the city limits of Madison, Alabama; and

WHEREAS, Licensee desires to use the facilities at that City-owned property in order to provide a community service that is beneficial to the City of Madison, to-wit: the provision of an adult day care program; and

WHEREAS, Licensee is a nonprofit organization which has been established to support older adults and caregivers by providing a safe, engaging, and supportive environment for those experiencing cognitive or mobility challenges, a mission in which the City has a vested interest; and

WHEREAS, the City has the resources necessary to appropriate, subject to certain terms and conditions, the use of certain portions of the above-said facility to Licensee; and

WHEREAS, the City could otherwise provide these same services for its citizens but has chosen instead to assign such responsibility to Licensee pursuant to the terms of this Agreement; and

WHEREAS, the City Council of the City of Madison has determined that it is desirable and in the public interest for the use of said property to be conditionally licensed to Licensee;

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

1. **Term.** Upon final execution by both parties, this Agreement shall be given effect as of August 1, 2026, and shall be effective for one (1) year, unless further amended or extended by written agreement of the Parties.
2. **License and Facility Access.** During said term, it is hereby agreed that the City will provide Licensee with access to and use of certain portions of the following City-owned recreation properties (hereinafter referred to as the “Premises”):
 - a. Madison Meeting Hall Southeast room, covered pavilion, and closet
 - b. Monday through Friday from 7:00am until 6:00pm
3. **Consideration and Scope of Services.** In exchange for use of said properties, Licensee will organize, operate, and maintain an adult daycare program in accordance with its proposal attached as **Exhibit A** to this Agreement, which is incorporated into this Agreement. Further, Licensee agrees to the following material terms:
 - (a) Licensee will provide accurate data and records of participation to the City on an annual and as-demanded basis.
 - (b) Licensee shall provide its programs free of charge to participants and caregivers.

- (c) Licensee shall clean the Premises and ensure all equipment and supplies are stored away at the end of each day.
 - (d) Licensee agrees and acknowledges that the City has no responsibility or liability for any of Licensee's property.
 - (e) Licensee agrees and acknowledges that the Madison Meeting Hall will host other activities and rentals in the building.
 - (f) Licensee pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken.
 - (g) Licensee shall be responsible for managing its own registration dates, times, locations, and fees.
 - (h) Licensee shall be responsible for the legality and accuracy of all registration forms and information disseminated to the public.
 - (i) Licensee shall submit programming schedules to the Director of Parks & Recreation or his designee at least forty-eight (48) hours prior to the originally scheduled time.
 - (j) Licensee shall return all issued keys upon completion of the term of this agreements. Licensee shall not make copies of any keys opening any City-owned facilities or properties. Licensee shall not change any locks on any City-owned facilities or properties.
 - (k) Licensee shall conduct a background check on each of its volunteers and staff members working at the Premises and shall refuse participation to anyone whose results are contrary to what is acceptable under the City of Madison's Background Check Policy. However, nothing in this provision shall prevent Licensee from adopting its own more restrictive policies for background checks on its volunteers or personnel.
4. **Care of Premises.** During the term of this Agreement, Licensee agrees to take care of the Premises, to commit no waste of property nor allow the same to be done, and, upon the termination of this Agreement, to surrender quiet and peaceable possession of said Premises in the same condition as at the commencement of this Agreement, subject to reasonable wear and tear.
5. **No Alteration of Premises.** Licensee shall not make any physical or structural alternations to the Premises, and Licensee shall not place, or construct any permanent or temporary signs, buildings, or other structures on the Premises without the prior written approval of the City.
6. **Opening and Closing of Facilities**
- a. It shall be the City's responsibility to open and close all facilities on a daily basis. The Director of Parks & Recreation and his authorized designee(s) are the sole possessors of the authority to close the facility for any reason, including maintenance. When possible, the City will give Licensee advanced notice of any opening or closing which deviates from normally scheduled operations. Emergency situations will be the exception.
 - b. The City reserves the right to cancel activities to ensure safety of participants. The City shall be responsible for making all decisions regarding inclement weather and the continued or upcoming scheduled use of the Premises. All weather-related cancellation decisions will be made by the City and communicated to Licensee designated representative as soon thereafter as possible.

7. **Compliance with Laws.** Licensee agrees to comply with all applicable local, state, and federal laws in its execution of the responsibilities accepted and exercise of the rights conferred by this Agreement. Licensee further agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation or otherwise be subjected to unlawful discrimination.
8. **Hold Harmless.** The City shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Licensee, its participants, agents, representatives, employees, members, or directors, or by any person at any time using, occupying, or visiting the appropriated Premises during Licensee use of such property, or who may be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Licensee or any participant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than matters and things above set forth. Licensee shall indemnify and hold harmless the City from and against all claims, liability, loss or damage, whatsoever, including, but not by way of limitation, all costs, attorney's fees and expenses incurred on account of any such loss, injury, death, or damage and injuries to property and persons in, on, or about the Premises, from any cause arising at any time.
9. **Insurance.** Licensee agrees to provide proof of insurance coverage naming the City of Madison, Alabama, a municipal corporation, as an additional insured by endorsement, in the amounts and for the types of coverage which may be required by the City's insurance carrier. Licensee shall provide proof of such insurance coverage to the City within ten (10) days after the effective date of the Agreement, and if Licensee fails to do so, the City may immediately terminate the Agreement.
10. **No Partnership.** Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by Licensee, regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venturer, or agent of Licensee, nor shall Licensee at any time use the name or credit of the City in purchasing or attempting to purchase any services, goods, equipment, supplies, or other things whatsoever.
11. **Independent Contractor.** It is mutually understood and agreed and it is the stated intent of the parties that Licensee is an independent contractor and is in no way deemed to be an agent, representative, department, or division of the City of Madison, Alabama, a municipal corporation. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of Licensee and that officers, employees, and any other agents of Licensee are not nor shall they be deemed to be officers, employees, or agents of the City.
12. **Non-Assignment.** Licensee is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
13. **Non-Waiver.** The failure of either party to insist in any one or more instances upon a strict performance of any of the covenants, conditions, requirements, or promises of this Agreement shall not be construed as a waiver or a relinquishment of any other clause of this Agreement, but the same shall continue and remain in full force and effect. However, both Parties agree

that upon violation, by any act or omission by either of the Parties, of any of the covenants of this Agreement, the City or Licensee may, as its option, terminate and cancel this Agreement with thirty (30) days' written notice to the other party.

14. Priority & Termination.

- a. The Parties understand and agree that any Licensee use of the Premises contemplated in this Agreement is subject and subordinate to the public use, school system, and business needs of the City. If at any time during the term of this Agreement, the City requires extended use of any portion of the Premises, the City may cancel this Agreement by providing thirty (30) days' written notice to Licensee. Moreover, if at any time during the term of this Agreement, the City requires short-term use of the Premises for events, including but not limited to outside tournaments, such City-sanctioned use will take priority over any Licensee use of the Premises for a period of time that the City specifies.
- b. Either party may terminate this agreement with or without cause upon the provision of thirty (30) days' written notice to the other party. City reserves the right to terminate or immediately suspend Licensee's access to the Premises in the event of an emergency or Licensee's material breach of this Agreement.

15. **Entire Agreement & Amendment.** The entire Agreement between the City and Licensee is contained in this Agreement and Exhibit A, and this Agreement may not be modified orally or in any other manner other than by an additional Agreement in writing signed by both parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective entities, have set their hands and seals on the day and year set forth below.

The Legacy Center, Inc.

By: _____

Printed Name: _____

Position: _____

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

son

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of The Legacy Center, Inc., an Alabama nonprofit organization, 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 organization.

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

Notary Public

**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

ACCESS

CARE

ENGAGEMENT

Proposal to Establish the Generations Adult Day Program at The City of Madison Park and Recreation

Executive Summary

The Legacy Center, Inc., a nonprofit organization dedicated to serving Madison County's older adults, proposes establishing the **Generations Adult Day Program** in partnership with The City of Madison Park and Recreation in Madison, Alabama. As Madison County's first intergenerational day program, we focus on adults over 55 who are at risk of social isolation or nutritional deficits, particularly those with Dementia, other cognitive issues, and chronic mobility conditions.

Our mission is to see, serve, and support our aging community and those who care for them by ensuring they have access to quality care through intentional engagement and advocacy. The Generations Adult Day Program will provide a safe, supportive, and engaging environment for participants, offering a variety of activities including arts, sensory engagement, physical activities, and daily meals.

We propose to use the following spaces at the center: the back room, the covered fenced outdoor area. The kitchen and other rooms may be used when and if they are available, with the exception of the ceramics room and the pool table room. The back room will remain flexible so the center may continue to use it for other events outside program hours. This partnership will help seniors and adults with disabilities remain in the least restrictive environment while maintaining their dignity, independence, and quality of life.

Overview of The Legacy Center, Inc.

The Legacy Center is a nonprofit organization based in Huntsville, Alabama, dedicated to serving marginalized seniors. As the county's first intergenerational day program for adults with dementia, Alzheimer's, and we believe that every individual deserves meaningful days filled with purpose, laughter, and love.

Guided by our mission to **serve and support aging adults and their caregivers through access to quality care**, this proposal establishes an Adult Day Program that offers a safe and engaging environment with structured activities, sensory engagement, physical exercise, and daily meals.

Purpose and Goals of the Program

The **Generations Adult Day Program** will address the needs of seniors and disabled adults in a holistic manner, combining social engagement, physical activities, and cognitive support. The specific goals of the program are:

1. **Arts and Creative Expression:** Encourage cognitive stimulation and emotional well-being through hands-on arts and crafts projects.
2. **Sensory Stimulation:** Provide therapeutic sensory activities to help ease anxiety and stimulate focus for individuals with cognitive impairments.
3. **Physical Activity:** Offer opportunities for physical exercise to promote strength, mobility, and overall health.
4. **Sundown Relaxation:** Create a homelike "living room" environment to help seniors relax and socialize during the late afternoon, particularly beneficial for those experiencing sundowning.
5. **Nutritious Meals:** Provide healthy breakfast, lunch, and snacks, ensuring participants receive proper nutrition throughout the day.

These activities will be designed to keep individuals in the least restrictive environment possible, maximizing their quality of life while giving their caregivers valuable respite.

Request for Partnership with The City of Madison Parks and Recreation

We respectfully request the use of the following rooms at The City of Madison Parks and Recreation for the Generations Adult Day Program:

- **The back room as our primary program space,**
- **The covered fenced outdoor area**
- **The kitchen for assembly when available**
- **Additional rooms may be used for activities when and if they are available, with the exception of the ceramics room and the pool table room.**
- **The back room will remain flexible so the center may continue to utilize it for other events and activities outside of program hours.**

These rooms will be "flippable" to accommodate other events/activities when not in use for the Generations Program.

Expectations and Responsibilities

The Legacy Center's Contributions:

1. **Program Management:** The Legacy Center will manage all day-to-day operations of the program, including staffing, supervision, and activity facilitation.
2. **Program Supplies:** We will provide all necessary materials for arts, sensory engagement, physical activities, and meals, ensuring the program runs smoothly.
3. **Facility Care:** Our team will ensure that all spaces are kept clean and returned to their original condition after each day's use, making the rooms available for others to use..
4. **Insurance and Liability:** The Legacy Center will maintain adequate liability insurance and assume responsibility for any incidents that occur during our use of the facilities.
5. **Communication:** We will coordinate closely with Madison Park and Recreation to ensure seamless room scheduling and resolve any issues that may arise.

The Madison Parks and Recreation Contributions:

1. **Provision of Space:** The City of Madison Parks and Recreation will provide access to the designated back room and the covered fenced outdoor area for the Generations Program, including other rooms upon their availability, with the exception of the ceramic and pool table rooms
2. **Utilities and Maintenance:** The City of Madison Parks and Recreation will provide utilities (electricity, water, heating, and cooling) and maintain the general upkeep of the facility, including shared areas and restrooms.
3. **Flexible Scheduling:** The City of Madison Parks and Recreation will collaborate with The Legacy Center to ensure flexible room usage, allowing other events/activities to be held in the spaces outside of program hours.

Benefits to The City of Madison Park and Recreation:

Partnering with The Legacy Center offers significant benefits to The City of Madison Parks and Recreation

1. **Community Engagement:** The center will enhance its mission by serving a vulnerable and often overlooked segment of the community—seniors and disabled adults with dementia and other skilable needs.
2. **Support for Caregivers:** The program provides much-needed respite to caregivers, allowing them to have peace of mind while their loved ones engage in meaningful, enriching activities.
3. **Maximized Use of Facilities:** By partnering with The Legacy Center, The Madison Parks and Recreation will maximize the use of its spaces, ensuring they support both center programming and broader community benefit.
4. **Increased Visibility:** This collaboration will position the City of Madison Park and Recreation as a leading partner in providing services to seniors and their families, enhancing the center's visibility and impact within the Madison community.

Timeline

- **Planning and Setup:** TBA – TBA The Legacy Center will work closely with Madison Park and Recreation to prepare the spaces, finalize scheduling, and ensure all necessary equipment and materials are in place.
 - **Program Launch:** TBA
The Generations Adult Day Program will begin serving seniors and disabled adults on this date.
 - **Ongoing Evaluation:** The Legacy Center will conduct regular assessments to ensure the program is meeting the needs of participants, The Madison Park and Recreation, and the wider community.
-

Conclusion

The Legacy Center, Inc. is excited about the opportunity to partner with The City of Madison Park and Recreation, to launch the **Generations Adult Day Program**. Together, we can provide vital services to seniors with Alzheimer's, dementia, isolation needs, routine meal intake, mobility assistance and a host of other support systems to their caregivers. Our mission aligns with the center's commitment to service, and we believe that through this partnership, we can make a lasting impact on the lives of seniors and their families in Madison..

ORDINANCE NO. 2026-267**AN ORDINANCE TO AMEND THE FEE SCHEDULE
FOR THE USE OF PARKS AND RECREATION FACILITIES**

WHEREAS, the City of Madison's Parks and Recreation Department operates various recreation and park facilities, and it last amended the usage fee rates and conditions for the use of such facilities by Ordinance No. 2024-197; and

WHEREAS, the Parks and Recreation Department has conducted a study regarding the current fee schedule, a copy of which is attached to this Ordinance, and it desires to recommend amendments to the fee schedule as provided in said study (*See "Proposed Fee Schedule Report"*); and

WHEREAS, the City Council of the City of Madison, Alabama, has determined that the revised fee schedule, which is attached to this Ordinance and entitled "*2026 Proposed Fee Schedule*" will promote the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1: That Ordinance No. 2024-197 is repealed in its entirety and shall have no more application to the use of parks and recreational facilities.

Section 2: That the attached "*2026 Proposed Fee Schedule*" is hereby adopted by the City Council of the City of Madison, Alabama, and shall now constitute the fee schedule for the use of City Parks and Recreation Department facilities until further amended or repealed.

Section 2. That each section herein and each fee established by this Ordinance is hereby declared to be an independent provision and that if any court of competent jurisdiction declares any word, clause, phrase, sentence, paragraph, or provision of this ordinance hereof to be void and invalid for any reason, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 3. That this Ordinance shall become effective immediately upon its adoption and proper publication as required by law.

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

Maura Wroblewski
Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

CITY OF MADISON, ALABAMA
Parks and Recreation Department
2026 Proposed Fee Schedule

Presented for City Council Review
Current & Proposed Rates

Section 1: Madison Community Center — Room Rentals

Room / Space	Current Rate (Private / Non-Profit / Community)	Proposed Resident	Proposed Non-Resident
Room B106 (851 SF)	\$50 / \$40 / \$60	\$50 / hr	\$55 / hr
Room B105 (829 SF)	\$50 / \$40 / \$60	\$50 / hr	\$55 / hr
Rooms B105 & B106 (1,680 SF)	\$90 / \$72 / \$108	\$90 / hr	\$100 / hr
Room B102 (510 SF)	\$30 / \$24 / \$36	\$30 / hr	\$35 / hr
B100 Conference Room (321 SF)	\$20 / \$16 / \$24	\$20 / hr	\$25 / hr

Section 2: Dublin Park — Room Rentals & Pool Packages

Space / Package	Current (All Groups)	Proposed Resident	Proposed Non-Resident
1 Room (425 SF)	\$25/hr	\$30 / hr	\$35 / hr
2 Rooms (850 SF)	\$40/hr	\$50 / hr	\$55 / hr
3 Rooms (1,400 SF)	\$50/hr	\$70 / hr	\$75 / hr
Indoor Pool Party Package (15 swimmers, 2 hrs swim + 1 room, 3 hrs total)	\$100	\$150	\$165
Outdoor Pool Party Package (50 swimmers, 2 hrs private)	\$150	\$225	\$250

Section 3: Outdoor Facilities, Athletic Fields & Courts

Facility	Current (All Groups)	Proposed Resident	Proposed Non-Resident
COURTS			
Pickleball Courts (per court/day)	\$40 / day	\$10 / hr	\$15 / hr
Tennis Courts (per court/day)	\$25–\$35 / day	\$15 / hr	\$20 / hr
GYM			
Dublin Gym — Half Court	\$50 / hr	\$50 / hr	\$55 / hr
Dublin Gym — Full Court	\$100 / hr	\$100 / hr	\$110 / hr
PAVILIONS			
SSO Small Pavilions — Weekday Half Day	\$50	\$60	\$70
SSO Small Pavilions — Weekday Full Day	\$100	\$120	\$130
SSO Small Pavilions — Weekend Half Day	\$75	\$90	\$100
SSO Small Pavilions — Weekend Full Day	\$125	\$150	\$160
SSO Large Pavilion — Weekday Half Day	\$100	\$150	\$160
SSO Large Pavilion — Weekday Full Day	\$200	\$250	\$265
SSO Large Pavilion — Weekend Half Day	\$150	\$200	\$220
SSO Large Pavilion — Weekend Full Day	\$250	\$300	\$320
KK Pavilions — Weekday Half Day	\$50	\$60	\$70
KK Pavilions — Weekday Full Day	\$100	\$120	\$130
KK Pavilions — Weekend Half Day	\$75	\$90	\$100
KK Pavilions — Weekend Full Day	\$125	\$150	\$160
Rainbow Mountain/Stoneridge Park Pavilion — Weekday Half Day	\$100	\$150	\$160
Rainbow Mountain/Stoneridge Park Pavilion — Weekday Full Day	\$200	\$250	\$260
Rainbow Mountain/Stoneridge Park Pavilion — Weekend Half Day	\$150	\$200	\$210
Rainbow Mountain/Stoneridge Park Pavilion — Weekend Full Day	\$250	\$300	\$310
Soccer / Baseball Fields (per game, no lights)	\$25/game	\$25 / hour	\$30 / hour
Soccer / Baseball Fields (per game, with lights)	\$35/game	\$35 / hour	\$40 / hour
Town Madison Outdoor Patio	\$250 / day	\$250 / day	\$275 / day
Home Place Park	\$125 / day	\$1,000 / day	\$1,050 / day
Sunshine Oaks Disc Golf Course	\$75 / day	\$300 / day	\$350 / day
Sunshine Oaks Park	\$75 / day	\$1,000 / day	\$1,050 / day

Section 4: Memberships & Passes

Membership Type	Current (All Groups)	Proposed Resident	Proposed Non-Resident
INDIVIDUAL MEMBERSHIPS			
Individual — 6 Month (Regular)	\$100	\$110	\$120
Individual — 12 Month (Regular)	\$150	\$170	\$185
Individual — 6 Month (Senior)	\$50	\$55	\$65
Individual — 12 Month (Senior)	\$75	\$85	\$100
FAMILY MEMBERSHIPS			
Family (5 people) — 6 Month	\$200	\$240	\$265
Family (5 people) — 12 Month	\$300	\$350	\$375
Family (5 people) — 6 Month (Senior)	\$100	\$120	\$145
Family (5 people) — 12 Month (Senior)	\$150	\$175	\$200
SPECIAL MEMBERSHIPS & PASSES			
Pickleball Membership — Full Year	\$40/year	\$50	\$55
Punch Card (10 visits)	\$30	\$40	\$45
Summer Individual (Memorial Day–Labor Day)	\$50	\$65	\$70
Summer Family 4 (Memorial Day–Labor Day)	\$125	\$150	\$165
DAILY ADMISSION PASSES			
Daily Pass — age 3 and under	Free	No change proposed	No fee
Daily Pass — ages 4–59	\$4	\$5	\$5
Daily Pass — ages 60+	\$2	\$3	\$3
Walking Track	\$2	Included in daily pass	Included in daily pass
Walking Track — ages 60+	\$1	Included in daily pass	Included in daily pass

Section 5: Madison Senior Center

Program Type	Current (All Groups)	Proposed Resident	Proposed Non-Resident
Fitness Center Membership	Free	\$5/month	\$10/month
Billiards Membership	Free	Free	\$10/month
Ceramics	Free	See Revitalized Ceramics Program Proposal	See Revitalized Ceramics Program Proposal
Pottery Wheel*	Free	\$35 – \$250	\$75 – \$350
Hand-Building Clay*	Free	\$30 – \$200	\$60 – \$300
Open Studio Membership*	Free	\$50 – \$150/month	\$75 – \$200/month
Stained Glass Class*	Free	\$75 – \$200	\$100 – \$300
Single Workshops*	Free	\$10 – \$75	\$20 – \$100

**All class fees would be based on instructor/artist, instruction, and materials/tools needed for class. Class cost would be determined by direct class costs plus 10%.*

Section 6: Madison Recreation Programs

Madison Parks and Recreation — Proposed Fee Schedule

Program	Current (All Groups)	Proposed Resident	Proposed Non-Resident
YOUTH PROGRAMS			
Youth Basketball	\$100	\$150	\$175
Youth Volleyball — Spring	\$75	\$75	\$100
Youth Volleyball — Fall	\$150	\$150	\$175
Summer Day Camp — Registration	\$150	\$175	\$175
Summer Day Camp — Daily Fee	\$25	\$30	\$35
ADULT SPORTS			
Men's & Women's Basketball — Team	\$525	Same	Same
Men's & Women's Basketball — Free Agent	\$65	Same	Same
Adult Softball — Team	\$525	Same	Same
Adult Softball — Free Agent	\$65	Same	Same
Adult Volleyball — Team	\$425	\$475	\$475
Adult Volleyball — Free Agent	\$50	Same	Same
Women's Flag Football — Team	\$375	Same	Same
Women's Flag Football — Free Agent	\$35	Same	Same
AQUATICS			
Group Swim Lessons	\$30	\$50	\$60
Lap Lane Rental	\$10	\$10	\$10

MADISON PARKS AND RECREATION — Fee Schedule Proposal

MADISON PARKS AND RECREATION

Proposed Fee Schedule Report

Current & Proposed Rates

Section 1: Madison Community Center — Room Rentals

The Madison Community Center currently lists rates for the Green Hallway and Conference Room. The proposed schedule reflects that the current rates are fairly competitive with the facility rental market. The higher rental rate for non-residents compared to residents ensures that City of Madison citizens receive a meaningful discount when reserving rooms.

Room / Space	Madison Current	Madison Proposed	
Rate Category	Private / NP / Comm	Resident	Non-Resident
Room B106 (851 SF)	\$50 / \$40 / \$60	\$50 / hr	\$55 / hr
Room B105 (829 SF)	\$50 / \$40 / \$60	\$50 / hr	\$55 / hr
Rooms B105 & B106 (1,680 SF)	\$90 / \$72 / \$108	\$90 / hr	\$100 / hr
Room B102 (510 SF)	\$30 / \$24 / \$36	\$30 / hr	\$35 / hr
B100 Conference Room (321 SF)	\$20 / \$16 / \$24	\$20 / hr	\$25 / hr

MADISON PARKS AND RECREATION — Fee Schedule Proposal

Section 2: Dublin Park — Room Rentals & Pool Packages

Dublin Park currently offers a single flat rate for all renter types. The proposed schedule introduces resident and non-resident pricing as well as increasing price per SF. This proposal aligns Dublin Park more closely with market standards. The Outdoor Pool Party, currently priced at \$150 total, is among the most affordable offerings regionally.

Space / Package	Dublin Current	Dublin Proposed	
Rate Category	All Groups	Resident	Non-Resident
1 Room (425 SF)	\$25/hr	\$30 / hr	\$35 / hr
2 Rooms (850 SF)	\$40/hr	\$50 / hr	\$55 / hr
3 Rooms (1,400 SF)	\$50/hr	\$70 / hr	\$75 / hr
Indoor Pool Party Package (15 swimmers, 2 hrs swim + 1 room, 3 hrs total)	\$100	\$150	\$165
Outdoor Pool Party Package (50 swimmers, 2 hrs private)	\$150	\$225	\$250

MADISON PARKS AND RECREATION — Fee Schedule Proposal

Section 3: Outdoor Facilities, Athletic Fields & Courts

Madison's outdoor facility rates are uniformly competitive across courts, pavilions, and athletic fields. The \$40/day pickleball and tennis court rates compare favorably to surrounding areas. Soccer and baseball field rates at \$25–\$35/game are at or slightly below the regional average. A minor fee increase is proposed in the current proposal documents.

Facility	Madison Current	Madison Proposed	
Rate Category	All Groups	Resident	Non-Resident
COURTS			
Pickleball Courts (per court/day)	\$40 / day	\$10 / hr	\$15 / hr
Tennis Courts (per court/day)	\$25-\$35 / day	\$15 / hr	\$20 / hr
GYM			
Dublin Gym – Half Court	\$50 / hr	\$50 / hr	\$55 / hr
Dublin Gym – Full Court	\$100 / hr	\$100 / hr	\$110 / hr
PAVILIONS			
SSO Small Pavilions – Weekday Half Day	\$50	\$60	\$70
SSO Small Pavilions – Weekday Full Day	\$100	\$120	\$130
SSO Small Pavilions – Weekend Half Day	\$75	\$90	\$100
SSO Small Pavilions – Weekend Full Day	\$125	\$150	\$160
SSO Large Pavilion – Weekday Half Day	\$100	\$150	\$160
SSO Large Pavilion – Weekday Full Day	\$200	\$250	\$265
SSO Large Pavilion – Weekend Half Day	\$150	\$200	\$220
SSO Large Pavilion – Weekend Full Day	\$250	\$300	\$320
KK Pavilions – Weekday Half Day	\$50	\$60	\$70
KK Pavilions – Weekday Full Day	\$100	\$120	\$130
KK Pavilions – Weekend Half Day	\$75	\$90	\$100
KK Pavilions – Weekend Full Day	\$125	\$150	\$160

MADISON PARKS AND RECREATION — Fee Schedule Proposal

Facility	Madison Current	Madison Proposed	
Rate Category	All Groups	Resident	Non-Resident
Rainbow Mountain/Stoneridge Park Pavilion – Weekday Half Day	\$100	\$150	\$160
Rainbow Mountain/Stoneridge Park Pavilion – Weekday Full Day	\$200	\$250	\$260
Rainbow Mountain/Stoneridge Park Pavilion – Weekend Half Day	\$150	\$200	\$210
Rainbow Mountain/Stoneridge Park Pavilion – Weekend Full Day	\$250	\$300	\$310
Soccer / Baseball Fields (per game, no lights)	\$25/game	\$25 / hour	\$30 / hour
Soccer / Baseball Fields (per game, with lights)	\$35/game	\$35 / hour	\$40 / hour
Town Madison Outdoor Patio	\$250 / day	\$250 / day	\$275 / day
Home Place Park	\$125 / day	\$1,000 / day	\$1,050 / day
Sunshine Oaks Disc Golf Course	\$75 / day	\$300 / day	\$350 / day
Sunshine Oaks Park	\$75 / day	\$1,000 / day	\$1,050 / day

MADISON PARKS AND RECREATION — Fee Schedule Proposal

Section 4: Memberships & Passes

Madison's membership structure is well-positioned relative to comparator cities. Individual and family memberships are competitively priced and seniors receive a strong 50% discount. A few membership changes are proposed in the current fee schedule documents reviewed.

Membership Type	Madison Current	Madison Proposed*	
Rate Category	All Groups	Resident	Non-Resident
INDIVIDUAL MEMBERSHIPS			
Individual – 6 Month (Regular)	\$100	\$110	\$120
Individual – 12 Month (Regular)	\$150	\$170	\$185
Individual – 6 Month (Senior)	\$50	\$55	\$65
Individual – 12 Month (Senior)	\$75	\$85	\$100
FAMILY MEMBERSHIPS			
Family (5 people) – 6 Month	\$200	\$240	\$265
Family (5 people) – 12 Month	\$300	\$350	\$375
Family (5 people) – 6 Month (Senior)	\$100	\$120	\$145
Family (5 people) – 12 Month (Senior)	\$150	\$175	\$200
SPECIAL MEMBERSHIPS & PASSES			
Pickleball Membership – Full Year	\$40/year	\$50	\$55
Punch Card (10 visits)	\$30	\$40	\$45
Summer Individual (Memorial Day–Labor Day)	\$50	\$65	\$70
Summer Family 4 (Memorial Day–Labor Day)	\$125	\$150	\$165

MADISON PARKS AND RECREATION — Fee Schedule Proposal

DAILY ADMISSION PASSES			
Daily Pass - age 3 and under	Free	No change proposed	No fee
Daily Pass – ages 4-59	\$4	\$5	\$5
Daily Pass – ages 60+	\$2	\$3	\$3
Walking Track	\$2	Include in daily pass	Include in daily pass
Walking Track – ages 60+	\$1	Include in daily pass	Include in daily pass

Section 6: Madison Recreation Programs

Program	Madison Current	Madison Proposed*	
Rate Category	All Groups	Resident	Non-Resident
YOUTH PROGRAMS			
Youth Basketball	\$100	\$150	\$175
Youth Volleyball – Spring	\$75	\$75	\$100
Youth Volleyball Fall	\$150	\$150	\$175
Summer Day Camp – Registration	\$150	\$175	\$175
Summer Day Camp – Daily Fee	\$25	\$30	\$35

MADISON PARKS AND RECREATION — Fee Schedule Proposal

ADULT SPORTS			
Men's & Women's Basketball – Team	\$525	Same	Same
Men's & Women's Basketball – Free Agent	\$65	Same	Same
Adult Softball – Team	\$525	Same	Same
Adult Softball – Free Agent	\$65	Same	Same
Adult Volleyball – Team	\$425	\$475	\$475
Adult Volleyball – Free Agent	\$50	Same	Same
Women's Flag Football – Team	\$375	Same	Same
Women's Flag Football – Free Agent	\$35	Same	Same
AQUATICS			
Group Swim Lessons	\$30	\$50	\$60
Lap Lane Rental	\$10	\$10	\$10

MADISON PARKS AND RECREATION — Fee Schedule Proposal

Section 5: Madison Senior Center

Program Type	Madison Current	Madison Proposed	
Rate Category	All Groups	Resident	Non-Resident
Fitness Center Membership	Free	\$5/month	\$10/month
Billiards Membership	Free	Free	\$10/month
Ceramics	Free	See Revitalized Ceramics Program Proposal	
Pottery Wheel*	Free	\$35 - \$250	\$75 - \$350
Hand-Building Clay*	Free	\$30 - \$200	\$60 - \$300
Open Studio Membership*	Free	\$50 - \$150/month	\$75 - \$200/month
Stained Glass Class*	Free	\$75 - \$200	\$100 - \$300
Single Workshops*	Free	\$10 - \$75	\$20 - \$100

*All class fees would be based on instructor/artist, instruction, and materials/tools needed for class

Class cost would be determined by direct class costs + 10%

RESOLUTION NO. 2026-281-R

**AUTHORIZING A TRANSPORTATION AGREEMENT
WITH MADISON STREET FESTIVAL, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with Madison Street Festival, Inc., for the use of MARS buses for the Madison Street Festival to be held Saturday, October 3, 2026, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Bus Transportation," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at the regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 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

AGREEMENT FOR BUS TRANSPORTATION

City of Madison Parks & Recreation Department | Madison Street Festival, Inc.

The City of Madison Parks & Recreation Department and the Madison Street Festival, Inc. have agreed that Madison Street Festival, Inc. may use THREE (3) MARS buses for the Madison Street Festival to be held on Saturday, October 3, 2026.

COMPENSATION

Madison Street Festival, Inc. agrees to pay the overtime wage of thirty dollars (\$30) per hour for each bus driver and will reimburse the City of Madison for the gas usage of the three vehicles.

SCHEDULE

The buses will start at 7:00AM on October 3, 2026. One will start at CrossPointe Church on Hughes Road and one at the City Stadium on Celtic Drive. Please see the attached bus routes for each location. The buses will run until the patrons have left the festival grounds, anytime between 4:30PM and 5:30PM. The Madison Street Festival, Inc. Transportation Chair will let each of them know when they are released.

The Transportation Chair may have a meeting (place and time to be determined) with all the bus drivers the week prior to the festival to answer any questions and go over the routes for the day.

INVOICING

The City of Madison Parks & Recreation will send an invoice to Madison Street Festival, Inc. no later than 30 days after the day of the festival. Please email to msftreasurer@gmail.com AND transportation.msf@gmail.com.

City of Madison, Alabama

Madison Street Festival, Inc.

Mayor Ranae Bartlett

Representative

Phone

Date

Date

RESOLUTION NO. 2026-216-R**A RESOLUTION AUTHORIZING THE PURCHASE OF
TAX AND REVENUE SOFTWARE**

WHEREAS, pursuant to the Alabama Competitive Bid Law, codified at Sections 41-16-50 through 41-16-57 of the *Code of Alabama* (1975), all expenditures of funds for labor, services, or work, or for the purchase of materials, equipment, supplies, or other personal property involving thirty thousand dollars (\$30,000) or more are required to be competitively bid unless specifically exempted; and

WHEREAS, purchases and leases of goods or services made through a cooperative purchasing program that utilizes a competitive bid process compliant with the Alabama Competitive Bid Law and has been approved by the Alabama Department of Examiners of Public Accounts are exempt from the Alabama Competitive Bid Law; and

WHEREAS, the City of Madison, Alabama (the "City") desires to purchase OpenGov Tax and Revenue software to assist with the issuance of business licenses (the "Software"); and

WHEREAS, the Software is available through Vertosoft, LLC (the "Vendor"), an authorized dealer for OpenGov Tax and Revenue software and a participating vendor under Sourcwell, a national intergovernmental purchasing cooperative; and

WHEREAS, the Revenue Department has verified that the software is not available for purchase under a contract awarded by the State of Alabama; and

WHEREAS, the Alabama Department of Examiners of Public Accounts has approved of the competitive bid process used by Sourcwell and authorized purchasing through Sourcwell, which is a national, intergovernmental purchasing cooperative; and

WHEREAS, by virtue of the passage of Resolution No. 2014-06-R and pursuant to Section 41-16-51(a)(16) of the *Code of Alabama* (1975), the City Council has authorized qualified purchasing through the Sourcwell governmental purchasing cooperative; and

WHEREAS, the Alabama Department of Examiners of Public Accounts has approved the competitive bid process used by Sourcwell and authorized purchasing through Sourcwell; and

WHEREAS, the Revenue Department has verified that Vertosoft, LLC, holds a valid Alabama business license and is an authorized OpenGov dealer and is a participating Sourcwell vendor, to which Sourcwell has awarded a competitively bid contract (Contract Number 060624-VTO);

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a proposal for the Tax and Revenue software, said proposal terms being substantially similar in purpose, intent, and composition to that certain document attached hereto as Attachment A 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 City 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 prescribed in the proposal attached hereto.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of July 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 6/30/2026, 10:58 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Madison, AL

Contract: Sourcwell: 060624-VTO

Quote #: Q-25512
Expires On: 7/31/2026

Ship To
City of Madison, AL
Ivon Williams
ivon.williams@madisonal.gov

Quote For:
Name:
Company: City of Madison, AL
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 8/1/2026
Overall POP End Date: 9/30/2030

Term 1 8/1/2026 - 9/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWDB-B80100M-AR-3Y	OpenGov Tax and Revenue - Between \$80-100 Million - 3Y	1.00	\$2,004.09	\$2,004.09
OG-TWIC-B80100M-AR-3Y	Permitting and Licensing - Business Licenses Bundle - Between \$80-100 Million - 3Y	1.00	\$5,018.39	\$5,018.39
OG-TWDG-B80100M-AR-3Y	Tax and Revenue: Alcohol Tax - Between \$80-100 Million - 3Y	1.00	\$570.12	\$570.12
OG-TWIO-B80100M-AR-3Y	Tax and Revenue: Lodging (For Each Lodging/STR Business) - Between \$80-100 Million - 3Y	50.00	\$2.52	\$126.00
OG-TWDM-B80100M-AR-3Y	Tax and Revenue: Other Revenue Type Tax - Between \$80-100 Million - 3Y	2.00	\$570.12	\$1,140.24

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWDF-B80100M-AR-3Y	Tax and Revenue: Sales/Use Tax - Between \$80-100 Million - 3Y	2.00	\$2,850.36	\$5,700.72
OG-PSBG-B80100M-OT-0Y	Professional Services Deployment - Prepaid - Between \$80-100 Million - 0Y	444.00	\$182.91	\$81,212.04
Term 1 TOTAL:				\$95,771.60

Term 2

10/1/2026 - 9/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWDB-B80100M-AR-3Y	OpenGov Tax and Revenue - Between \$80-100 Million - 3Y	1.00	\$12,625.76	\$12,625.76
OG-TWIC-B80100M-AR-3Y	Permitting and Licensing - Business Licenses Bundle - Between \$80-100 Million - 3Y	1.00	\$31,615.78	\$31,615.78
OG-TWDG-B80100M-AR-3Y	Tax and Revenue: Alcohol Tax - Between \$80-100 Million - 3Y	1.00	\$3,591.74	\$3,591.74
OG-TWIO-B80100M-AR-3Y	Tax and Revenue: Lodging (For Each Lodging/STR Business) - Between \$80-100 Million - 3Y	50.00	\$15.91	\$795.50
OG-TWDM-B80100M-AR-3Y	Tax and Revenue: Other Revenue Type Tax - Between \$80-100 Million - 3Y	2.00	\$3,591.75	\$7,183.50
OG-TWDF-B80100M-AR-3Y	Tax and Revenue: Sales/Use Tax - Between \$80-100 Million - 3Y	2.00	\$17,957.28	\$35,914.56
Term 2 TOTAL:				\$91,726.84

Term 3

10/1/2027 - 9/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWDB-B80100M-AR-3Y	OpenGov Tax and Revenue - Between \$80-100 Million - 3Y	1.00	\$13,257.05	\$13,257.05
OG-TWIC-B80100M-AR-3Y	Permitting and Licensing - Business Licenses Bundle - Between \$80-100 Million - 3Y	1.00	\$33,196.58	\$33,196.58
OG-TWDG-B80100M-AR-3Y	Tax and Revenue: Alcohol Tax - Between \$80-100 Million - 3Y	1.00	\$3,771.33	\$3,771.33
OG-TWIO-B80100M-AR-3Y	Tax and Revenue: Lodging (For Each Lodging/STR Business) - Between \$80-100 Million - 3Y	50.00	\$16.70	\$835.00
OG-TWDM-B80100M-AR-3Y	Tax and Revenue: Other Revenue Type Tax - Between \$80-100 Million - 3Y	2.00	\$3,771.33	\$7,542.66
OG-TWDF-B80100M-AR-3Y	Tax and Revenue: Sales/Use Tax - Between \$80-100 Million - 3Y	2.00	\$18,855.14	\$37,710.28
Term 3 TOTAL:				\$96,312.90

Term 4

10/1/2028 - 9/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWDB-B80100M-AR-3Y	OpenGov Tax and Revenue - Between \$80-100 Million - 3Y	1.00	\$13,919.90	\$13,919.90
OG-TWIC-B80100M-AR-3Y	Permitting and Licensing - Business Licenses Bundle - Between \$80-100 Million - 3Y	1.00	\$34,856.42	\$34,856.42
OG-TWDG-B80100M-AR-3Y	Tax and Revenue: Alcohol Tax - Between \$80-100 Million - 3Y	1.00	\$3,959.90	\$3,959.90
OG-TWIO-B80100M-AR-3Y	Tax and Revenue: Lodging (For Each Lodging/STR Business) - Between \$80-100 Million - 3Y	50.00	\$17.54	\$877.00
OG-TWDM-B80100M-AR-3Y	Tax and Revenue: Other Revenue Type Tax - Between \$80-100 Million - 3Y	2.00	\$3,959.90	\$7,919.80
OG-TWDF-B80100M-AR-3Y	Tax and Revenue: Sales/Use Tax - Between \$80-100 Million - 3Y	2.00	\$19,797.90	\$39,595.80
Term 4 TOTAL:				\$101,128.82

Term 5

10/1/2029 - 9/30/2030

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWDB-B80100M-AR-3Y	OpenGov Tax and Revenue - Between \$80-100 Million - 3Y	1.00	\$14,615.90	\$14,615.90
OG-TWIC-B80100M-AR-3Y	Permitting and Licensing - Business Licenses Bundle - Between \$80-100 Million - 3Y	1.00	\$36,599.26	\$36,599.26
OG-TWDG-B80100M-AR-3Y	Tax and Revenue: Alcohol Tax - Between \$80-100 Million - 3Y	1.00	\$4,157.89	\$4,157.89
OG-TWIO-B80100M-AR-3Y	Tax and Revenue: Lodging (For Each Lodging/STR Business) - Between \$80-100 Million - 3Y	50.00	\$18.41	\$920.50
OG-TWDM-B80100M-AR-3Y	Tax and Revenue: Other Revenue Type Tax - Between \$80-100 Million - 3Y	2.00	\$4,157.89	\$8,315.78
OG-TWDF-B80100M-AR-3Y	Tax and Revenue: Sales/Use Tax - Between \$80-100 Million - 3Y	2.00	\$20,787.80	\$41,575.60
Term 5 TOTAL:				\$106,184.93

Grand Total: \$491,125.09

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



Statement of Work

City of Madison, AL

Creation Date: 5/08/2026
SoW Expiration Date: 8/08/2026
Document Number: PS-10454.2
Created by: Dean Simpson

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Madison, AL ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

- 2.1. Exhibit 1: Implementation Activities
 - 2.1.1. Permitting & Licensing
 - 2.1.2. Tax & Revenue Collection
- 2.2. Exhibit 2: Technical Requirements
 - 2.2.1. Permitting & Licensing

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within fifteen (15) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is six to nine (6-9) months. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will

specify the actions needed to progress the project. During the hold period, OpenGov may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

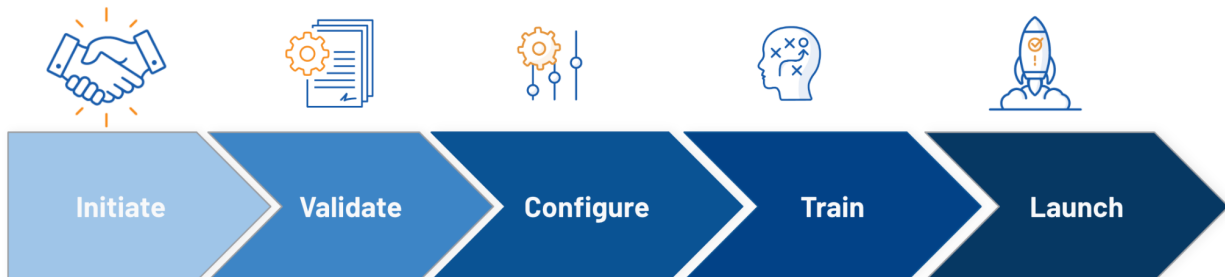
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov’s Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Business Licenses

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer’s OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- Provide the needed data and format to the customer.
- Discuss data needs for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:
 - Review deliverables
 - Review technical requirements
 - Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within fifteen (15) business days immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Configure

Record Types Deliverables

OpenGov will configure the following standard record types, including sub-types, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Business Licensing Service Area

One (1) record types from the following list:

- Business License

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

Esri ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the Esri Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.
- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to one (1) Autofill, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provider required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from Delta using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to one (1) initial load, two (2) format changes, and one (1) final load.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off prior to final data load. Additional format changes will result in a Change Order.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.
- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, license attachments, import of contractor database, or hierarchical relationships between records.

Completion Criteria

- Customer sign-off on data prior to final data load.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated licenses or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twelve (12) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
 - Reporting & Transparency
 - Download and upload data
 - How to create reports and dashboards
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to twelve (12) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eighty (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Tax & Revenue Collection:

Use cases for Tax & Revenue:

- Sales Tax
- Gas Excise Tax
- Liquor Tax
- Lodging Tax
- Cigarette Tax
- Rental Tax

Initiate

Provisioning Tax & Revenue Website Instance

OpenGov will:

- Create the Tax & Revenue site
- Create the admin user account
- Review the getting started menu items with the customer

Customer will:

- Validate the Admin user can log in to the site
- Setup system users and confirm each user can log in
- Complete the online training as assigned for each section of the implementation.
- Provide start up data within 2 weeks after project kick off

Completion Criteria:

- The customer verifies access to the site.
- The customer confirms completing the online training.
- All users have logged into the site successfully.
- The customer acknowledges the ability to download the data import templates

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working session at the beginning of the project to:
 - o Review deliverables

- o Review the available Payment Providers:
 - Forte
 - Municipay
 - Certified Payments
 - Invoice Cloud
 - Allpaid
 - MSB
 - Cybersource
 - iPayment
 - Government Window
- o Provide documentation on requirements and processes

OpenGov Assumptions:

- Sample bills, forms, and letters will be provided within two (2) weeks immediately following the kick-off meeting.
- Interface layout samples will be provided within two (2) weeks immediately following the kick-off meeting.
- Sample data for the import templates will be provided within two (2) weeks of the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Provide contact information for all parties involved in the implementation, including any 3rd parties for interfaces.
- Confirm deliverables.
- Gather and provide relevant data for the project including import data, forms and interface requirements.

Completion Criteria:

- Customer sign-off on the project plan.

Configure

Organization

OpenGov will:

- Assist the Customer admin with the configuration
 - o Provide basic feedback, if requested, on Customer's final setup with regard to best practices and efficiency.

OpenGov Assumptions:

- Admin is the decision maker for the configuration

Customer will:

- Configure the organizational setup area of the site

Users and Security

OpenGov will:

- Assist the admin with adding the user, relating roles, and selecting a security level

OpenGov Assumptions:

- Admin is the decision-maker for users, roles, and security

Customer will:

- Admin will add users and related roles and select the security level. All users should log in to confirm proper access and update their password as needed.

Payment Types and Providers

OpenGov will:

- Review how the customer's selected payment provider will be used in the tool.
- Review the customer's selected payment provider and how it is set up in the Tax & Revenue system.

OpenGov Assumptions:

- Admin is the decision-maker for payment types and providers

Customer will:

- Admin will define payment types and payment providers.
- Complete all 3rd party payment Sign up paperwork
- Customer and OpenGov will fill in the payment provider sandbox and/or go live values.
- Bear all monetary costs towards the provision of test and/or production platform instances by the selected payment provider.

Notification Groups

OpenGov will:

- Define the use case for notification groups to determine if the function will be used.
- Assist the admin with adding notification groups

OpenGov Assumptions:

- Admin is the decision-maker for notification groups

Customer will:

- Admin will assign employees to notification groups where applicable

Event Types

OpenGov will:

- Define the use case for event types
- Assist the admin with adding event types

OpenGov Assumptions:

- Admin is the decision-maker for event types

Customer will:

- Admin will add event types where applicable and delete unwanted default event types.

Mortgage Companies

OpenGov will:

- Define the use case for mortgage companies with a property tax software
- Assist the admin with adding mortgage companies such as Core Logic.

OpenGov Assumptions:

- Admin is the decision-maker for mortgage companies

Customer will:

- Admin will add mortgage companies where applicable

Groups

OpenGov will:

- Define the use case for groups
- Assist the admin with adding groups

OpenGov Assumptions:

- Admin is the decision-maker for groups

Customer will:

- Admin will add groups where applicable

Revenue Types

OpenGov will:

- Provide up to two (2) configuration sessions per Revenue Type with the Customer's subject matter experts to configure the following Revenue Types:
 - Sales Tax
 - Gas Excise Tax
 - Liquor Tax
 - Lodging Tax
 - Cigarette Tax
 - Rental Tax
- Assist the admin with setting up revenue types

OpenGov Assumptions:

- Admin is the decision-maker as to revenue type use cases

Customer will:

- Attend working sessions to validate, review, and iterate upon Revenue Type configuration.
- Admin identify and design revenue types
- Admin will setup the revenue types

Rate Code and Schedules

OpenGov will:

- Assist the admin with setting up rate codes and schedules

OpenGov Assumptions:

- Admin is the decision-maker as to rate codes and schedules
- Admin has understanding of the appropriate general ledger account numbers
- Rate Code set up includes up to fifteen (15) Rate Codes per Revenue Type.

Customer will:

- Admin sets up rate codes and schedules

Business Filings

OpenGov will:

- Assist the admin in identifying business taxes to be collected and the Filing code category setup for each type.

OpenGov Assumptions:

- Admin is the decision-maker to identify and create business tax filing codes.

Customer will:

- Setup all needed Filing codes and select the behavior options per filing code.
- Setup includes filing codes, linking to rate codes, cycle setup, license template selection and filing template setup.

Data Import

OpenGov will:

- Instruct the admin on the location of the import templates
- Explain the process of importing data
- Determine what data is capable of being converted through import.
- Provide instructions for customer validation of data conversion.
- Review templates for data import for error checking.

OpenGov Assumptions:

- Customer is responsible for extraction of data from existing system and delivering to OpenGov for conversion and import.
- Property Record Data will be in .csv or Excel format.
- Customer is responsible formatting data to meet OpenGov specifications.

Customer will:

- Provide the data at the appropriate time during the project
- Provide Property Record data.
- Validate the formatted data provided by OpenGov prior to import.
- Validate the imported data
- Sign off on the data load.

Bill Template Creation

OpenGov will:

- Provide a list of existing bill templates for the customer to choose from.
- Assist Customer in setting up bill template default values to appear on billing statement.

OpenGov Assumptions:

- Customer will use an OpenGov template for billing needs.

Customer will:

- Select which bill templates will be used.
- Setup bill template default values in the bill template area.

Public Portal

OpenGov will:

- Assist the admin with the configuration
 - Provide basic feedback, if requested, on Customer's final setup with regard to best practices and efficiency.

OpenGov Assumptions:

- Admin is the decision maker for the configuration

Customer will:

- Configure the public portal

Train

Administrative Training

OpenGov will:

- Provide up to five (5) hours of training intended for Administrative Users on system functionality. Topics will include, but not be limited to:
 - System Navigation
 - Revenue Types
 - Rate Schedules and Rate Codes
 - Creating New Records
 - Cases
 - Balancing Exceptions Thresholds
 - Adjustment Types
 - Template Setup
 - Payments
 - Balancing
 - Voids / Returns
 - Credit Memos
 - Adjustments
 - Refunds

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Revenue Training

OpenGov will:

- Provide up to six (6) hours of training intended for Administrative Users on system functionality. Topics will include, but not be limited to:
 - Property Tax Billing Process:
 - Assessment import
 - Assessment corrections
 - Adjustments
 - Applying bulk charges
 - Bill creation and delivery
 - Payments and balancing.

- Filing Based Business Tax Process:
 - Filing Code setup
 - Business record filing service assignment
 - Applying bulk and single filings
 - Filing notifications
 - Filing a return
 - Processing payments.
- License Billing process
 - Assigning filing services and cycles
 - Applying bulk charges
 - Bill creation and delivery
 - Payments and balancing
- Delinquent record processing
- Accounting Export and Reports
- Taxpayer portal practice
 - Pretending to be a taxpayer
 - Understanding the search and payment process from a taxpayer experience for both public (property tax) and private (business tax / utility billing).

OpenGov Assumptions:

- Users will participate in all training and demonstrate gained knowledge of the system processes and procedures.

Customer will:

- Participate in all training and demonstrate gained knowledge of the system processes and procedures

End User Training

OpenGov will:

- Provide up to seven (7) hours training intended for End Users on system functionality. Topics will include, but not be limited to:
 - Navigation
 - Billing (Property Tax, Business License, Utility Billing)
 - Payments
 - Balancing
 - Adjustments, Voids, and Credits
 - Business Tax filing
 - Reporting

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Launch

Go-Live Support and HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of additional support to answer questions and update configuration after the project has been completed and signed off.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

Esri ArcGIS

- A single publicly-accessible secure Esri REST API URL

ArcGIS Flags

- Polygon Layer(s) via Esri REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure Esri REST API URL as provided for the Esri ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
 - Alphanumeric characters
 - A-z
 - A-Z
 - 0-9
 - Special characters
 - Exclamation point (!)
 - Hyphen (-)
 - Underscore (_)

- Period (.)
- Asterisk (*)
- Single quote (')
- Open parenthesis ((
- Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall