



## Agenda

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

6:00 PM  
Council Chambers  
February 09, 2026

AGENDA NO. 2026-03-RG

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

1. CALL TO ORDER
2. INVOCATION
  - A. Pastor Spencer Beach of Building Church
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
  - A. Minutes No. 2026-02-RG, dated January 29, 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](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov)

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT
  - A. **Resolution No. 2026-011-R:** Approving an annual Appropriation Agreement with the Madison Arts Alliance for FY26 in the amount of \$5,000 (to be paid from General Operating account)

- B. **Resolution No. 2026-012-R:** Approving an annual Appropriation Agreement with Enable Madison County for FY26 in the amount of \$5,000 (to be paid from General Operating account)
- C. **Resolution No. 2026-013-R:** Approving an annual Appropriation Agreement with the Riley Center for FY26 in the amount of \$7,500 (to be paid from General Operating account)
- D. **Resolution No. 2026-014-R:** Approving an annual Appropriation Agreement with The Legacy Center for FY26 in the amount of \$10,000 (to be paid from General Operating account)
- E. **Resolution No. 2026-015-R:** Approving an annual Appropriation Agreement with Getting Real About Mental Illness for FY26 in the amount of \$2,500 (to be paid from General Operating account)
- F. **Resolution No. 2026-057-R:** Approving the disposal of certain Municipal Court Department records in accordance with the Alabama Unified Records Retention Schedule
- G. **Resolution No. 2026-071-R:** Authorizing the termination of an agreement with Public Restroom Company for fabrication of restroom building at Sunshine Oaks Park in the amount of \$274,843.00 (Payment for costs incurred prior to termination in the amount of \$8,245.29 to be paid from 10-050-000-2931-00 Special Projects Park and Rec.)

10. PRESENTATIONS OF REPORTS

**MAYOR RANAE BARTLETT**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 DAVID BIER**

**COUNCIL DISTRICT NO. 3 BILLIE GOODSON**

**COUNCIL DISTRICT NO. 4 MICHAEL MCKAY**

**COUNCIL DISTRICT NO. 5 ALICE LESSMANN**

**COUNCIL DISTRICT NO. 6 ERICA WHITE**

**COUNCIL DISTRICT NO. 7 KENNETH JACKSON**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2026-032:** Zoning certain property owned by Costco Wholesale Corporation consisting of 23.69 acres, located at 8094 Highway 72 W, north of Highway 72 and east of Jack Clift Boulevard, to B3 (General Business) upon annexation (First Reading 01/12/2026)

13. DEPARTMENT REPORTS

**BUILDING**

- A. **Resolution No. 2026-058-R:** Authorizing the purchase of one (1) 2026 Chevrolet Silverado Crew Cab 4WD from McSweeney Auto Group Clanton, LLC, under State Bid Contract No. MA240000004917 in the amount of \$51,572.02 (to be paid from Fund 12)

**ENGINEERING**

- A. **Resolution No. 2026-044-R:** Authorizing a Memorandum of Understanding with the City of Huntsville d/b/a Huntsville Utilities, The City of Huntsville, Madison County, Alabama, and the City of Madison for acquisition and sharing of aerial imagery, satellite imagery, and basemap products for a period of two years with expenses to be shared equally (to be paid from Engineering Department Budget)
- B. **Resolution No. 2026-051-R:** Authorizing an amendment of the Maintenance Agreement with ALDOT for the traffic control signal at Highway 72 and Jack Clift Boulevard to reflect proposed modifications to the signal timing

**FACILITIES AND GROUNDS**

- A. **Resolution No. 2026-072-R:** Approving a percentage-based fee AIA agreement with Goodwyn Mills Cawood, LLC for City Hall Renovations in the amount of approximately \$150,000 (to be paid from Fund 38)

**HUMAN RESOURCES**

- A. **Ordinance No. 2026-077:** Authorizing Amendment to Policy 3 Entitled "Service Categories and Employment Status" of the City of Madison Personnel Policies and Procedures (First Reading)

**LEGAL**

- A. **Proposed Ordinance No. 2026-054:** Authorizing a Joint Purchase Agreement with the City of Huntsville for the purchase of light-duty vehicles from Woody Anderson Ford and Donohoo Chevrolet (First Reading 1/29/2026)

**PLANNING**

- A. **Resolution No. 2026-045-R:** Setting a Public Hearing on Proposed Ordinance No. 2026-046; rezoning certain property owned by Patricia Allen Gore and Patricia Higginbotham Dare consisting of 1.4 acres located at 261 Hughes Road, south of Old Madison Pike, from R-1B (Low Density Residential) to B2 (Community Business) (First Publication 2/18/2026, Synopsis 2/25/2026, Public Hearing 3/23/2026)
- B. **Resolution No. 2026-060-R:** Authorizing a Permissive Use Agreement for the placement of a sign and landscaping for Town Madison in the City's right-of-way in the roundabout located at the intersection of Intergraph Way, Lime Quarry Road, and Graphics Drive
- C. **Resolution No. 2026-061-R:** Authorizing a Professional Services Agreement with NextSite, LLC, for professional retail consulting services in the amount of \$45,000 per year for a three year period (to be paid from Planning Department budget)

**PUBLIC WORKS**

- A. **Resolution No. 2026-062-R:** Authorizing an agreement for Professional Contractor Services with Mike Gentle for one year in an amount not to exceed \$39,000 (to be paid from Public Works Department budget)

**RECREATION**

- A. **Resolution No. 2026-056-R:** Authorizing the purchase of one Ford F-350 4x4 regular cab pickup truck from Woody Anderson Ford through City of Huntsville Joint Purchasing Agreement in the amount of \$45,486.72 (to be paid from Fund 12)
- B. **Resolution No. 2026-063-R:** Authorizing an Instructor Agreement with Jennifer Besaw to conduct Special Needs Adaptive Dance lessons at Town Madison Wellness Center at no cost to the City

- C. **Resolution No. 2026-065-R:** Authorizing an Instructor Agreement with Shana Howard doing business as All Around Athlete, LLC, for a youth community physical education program to be held at the Madison Community Center at no cost to the City
  
- D. **Resolution No. 2026-066-R:** Authorizing Fireworks Display Agreement with Pyro Shows of Alabama, Inc. for Independence Day Celebration in the amount of \$18,400 (to be paid from Parks & Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

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

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



**MINUTES NO. 2026-02-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
JANUARY 29, 2026**

The Madison City Council met in regular session on Thursday, January 29, 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.

Stake President David Dunford of Church of Jesus Christ of Latter-day Saints 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 John Bier	Present
Council District No. 3 Billie Goodson	Present
Council District No. 4 Michael McKay	Present
Council District No. 5 Alice Lessmann	Present
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Fire Chief Brandy Williams, Director of Human Resources Kelli Bracci, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Director of Finance David Lawing, Director of Operations and Communications Amanda Jarrett, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Stephanie Jones, Catherine Lawson, Charity Stratton, Jessica Hall, Cara Welsh, David Dunford, Margi Daly, Angela Thompson, Monroe Darrell, Travis Cummings, Connie Spears, Shelton Tolbert, Michael Goodman, Alyssa Hames, Grayson Hawkins

**AMENDMENTS TO AGENDA**

- Item B under Legal - Ordinance No. 2026-054 - change the procedural note and strike through the request for immediate consideration.
- Item B under Recreation will be moved to the February 9<sup>th</sup> agenda

**APPROVAL OF MINUTES**

**MINUTES NO. 2026-01-RG DATED JANUARY 12, 2026**

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

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION OF PROCLAMATION BY MAYOR BARTLETT DESIGNATING JANUARY 2026 AS HUMAN TRAFFICKING AWARENESS AND PREVENTION MONTH IN THE CITY OF MADISON TO CHELSEA SPARKS WITH CHILDREN'S AID SOCIETY OF ALABAMA**

Angela Thompson (Alabama Anti-trafficking Team), Stephanie Jones (Trafficking Hope) and Chelsea Sparks (Child Trafficking Solutions) were present to accept the proclamation presented by Mayor Bartlett

**MARTIN LUTHER KING JR. ESSAY CONTEST WINNER - TREY JOHNIKIN, 8TH GRADER AT LIBERTY MIDDLE SCHOOL**

Mayor Bartlett introduced Trey Johnikin, stating she had the pleasure of hearing his winning essay at the MLK Jr. Unity Breakfast. Mr. Johnikin presented his essay to the audience.

**PUBLIC COMMENTS**

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**MARGI DALY (DISTRICT 6)**

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

- Finance Committee meetings
- How much Huntsville gives to the Huntsville-Madison Chamber of Commerce

- Breeland 3% temporary tax that started in 2009

**GRAYSON HAWKINS (DISTRICT 6)**

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

- Dangerous intersection near Ardent Daycare

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council Member Bier addressed the public comments before moving into the Consent Agenda. Mr. Bier stated the December 22<sup>nd</sup> Finance Committee meeting was canceled because there was not a quorum. Mr. Bier accepted responsibility for the January meeting, stating with the meeting being postponed due to weather, he did not realize the meeting had been noticed and he canceled it inadvertently.

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

General Operating account	\$3,058,129.57
Special General Operating Accounts	\$2,914.55
ADEM Storm Drainage	\$1,237.50
½ Cent Capital Replacement	\$17,345.70
Gasoline Tax & Petroleum Inspection fees	\$12,103.53
TVA Tax	\$5,995.44
Library Building Fund	\$5,798.62
Water Distribution and Storage	\$1,000.00
Venue Maintenance	\$918,876.60
Fire CPR	\$821.09

Regular and periodic bills to be paid

**Resolution No. 2026-006-R:** Approving an annual Appropriation Agreement with Liberty Learning Foundation for FY26 (\$7,500 to be paid from General Operating account)

**Resolution No. 2026-007-R:** Approving an annual Appropriation Agreement with Health Establishments At Local Schools for FY26 (\$5,000 to be paid from General Operating account)

**Resolution No. 2026-008-R:** Approving an annual Appropriation Agreement with Partnership for a Drug-Free Community for FY26 (\$20,000 to be paid from General Operating account)

**Resolution No. 2026-009-R:** Approving an annual Appropriation Agreement with Chamber of Commerce of Huntsville Madison County for FY26 (\$50,000 to be paid from General Operating account)

**Resolution No. 2026-010-R:** Approving an annual Appropriation Agreement with Madison Greenways and Trails for FY26 (\$5,000 to be paid from General Operating account)

**Resolution No. 2026-049-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064268 on an incident which occurred June 28, 2025 to the fencing at the ballpark stadium. (\$3,250.00 [less \$1,000 deductible] to be deposited into General Operating account)

Acceptance of \$663.98 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

Acceptance of donation from B. Johnson for Madison Senior Center Programming (\$10.00 to be deposited into Senior Center Donation account)

Council President Wroblewski addressed the public comment regarding the donations to the Madison Chamber of Commerce and the Huntsville-Madison Chamber. Ms. Wroblewski clarified that the Madison Chamber of Commerce received \$100,000, and the Huntsville-Madison Chamber received \$50,000, and they are two separate organizations. Ms. Wroblewski asked when the next Finance Committee meeting will be held, and Council Member Bier stated that the meetings will now be held at 7 am on the fourth Monday of the month in Conference Room 130.

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR RANAE BARTLETT:**

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

- Proud of the City employees, specifically Public Works, and Public Safety in dealing with the winter weather
- Thanked Code Enforcement, Fire, and Legal, The Building Church, and all of the other churches, volunteers and donors for their help with the issue that arose with the Sutton Apartments
- Thanked St. John's K5 class for bringing snacks to City Hall as part of their Catholic Schools Week
- Thanked Trey Johnkin once again for being a fine example and reading his essay
- **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- On Monday, January 5, I attended our first of two monthly meetings at Madison Utilities. At that meeting, it was normal discussion of business, and there was no mention of water being turned off to anyone. On Friday January 9th at close of business, the city was notified by the Madison Utilities General Manager that water had been turned off the previous morning due to the Sutton apartments management for failure to pay. My main concern with this action is that our fire department was not notified for approximately 36 hours and this is a concern of how this could have ended in a terrible tragedy, so that is very upsetting to me.

On January 21, I attended my second monthly board meeting for Madison Utilities, and the Sutton Apartments were discussed at length. The property owners were significantly behind in their payment to Madison Utilities. This has been an ongoing issue with this company since 2022. This same property management company owns three apartment complexes in Huntsville, but Huntsville Utilities did not turn off their water even though the debt was greater than that of Madison Utilities.

I also asked if we could waive the fee for approximately 12 families for their next deposit for Madison Utilities? Some folks have moved into an apartment and some folks have moved into a home, and Madison Utilities was requiring a deposit for any of those new locations. Every board of Director and the general manager said absolutely not. That if they had to do it for one, they would have to do it for all. I disagreed with this and I again said that Huntsville Utilities waived the deposit for those impacted in the three apartment complexes that they service and I felt that we could do the same.

I am extremely concerned about the actions that this Board of Directors has taken over the last six months. Never in my wildest dreams would I have thought Madison Utilities would remove fluoride from our water system. Studies have shown that fluoride is one of the greatest medical discoveries of the 20th century.

This is the second example where this authority has put our citizens health and lives at risk. The next member of the Board of Directors term does not expire until 2028 when two board member terms end. I have shared with Mayor Bartlett and our city attorney Ms. Zingarelli that I would like to explore all options by reviewing this procedure. This is my recap of the recent course of events.

- Escapology is an escape room and the ribbon cutting ceremony will be a fun event
- Civic Awareness Academy Spring semester has opened online for registration, space is limited

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

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

No new business

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

- Thanked the previous Council for the work that they did with the Public Safety Annex building. The Police Advisory meeting was held there and he was very pleased
- Thanked Fire Chief Williams for the tour she gave the Police Advisory Committee of the Fire Station 4 now located at the Public Safety Annex

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

- There are plans to put a signal at the intersection on Burgreen and Hardiman, just SW of James Clemens High School. The right of way has been acquired on the northwest corner of the intersection, and they are working on the other corner. There is not a definite day of completion, but it is well underway
- MCDAB (Madison City Disability Advocacy Board) is participating in the Community Helper's Resource Fair on February 28<sup>th</sup> from 10am-2pm. He encouraged the public to go out and support the community and people with disabilities. They are looking for volunteers, in both the form of people or companies/vendors that are interested in helping the special needs community. Contact Mr. McKay for additional information
- The Palmer Park entrance was torn out and is being widened. The brick work has been delayed due to the low temperatures. The fields have been closed since December to preserve the fields for the season. The park will remain closed until the end of February. A lot of new pavement and asphalt have been poured, stripes will be done when the temperatures warm up. New lighting at the lower quad is in progress and will be ready for the first pitch of the season. Netting projects are underway to replace the backstops that were rusted. Parks and Rec continue to work with MBA to look at fields 7 and 8 to try and improve them so utilization can be increased
- Dublin Park is going well. There is a swim meet this weekend and the building will be closed

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

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

- Attended the Golden Apple Gala that was hosted by the Schools Foundation with Mayor Bartlett celebrating our local educators
- Thanked our City staff for all that they as a team
- Thanked the city for coming together to help with the Sutton Apartments and those in need
- Attended Advocacy Day with the Alabama League of Municipalities
- Madison Chamber has several ribbon cuttings coming up. Core South on January 30<sup>th</sup> at noon, Public Safety Annex and Fire Station 4 on February 5<sup>th</sup> at 10 am, Escapology on February 5<sup>th</sup> at 3 pm

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

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

No new business

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

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

- Thanked everyone who came together to help with the Sutton Apartments
- Thanked Public Works and Madison County for keeping the roads clear during the bad weather
- Beautification and Tree Board met at Madison Meeting Hall to judge the Arbor Day posters and thanked Parks and Rec for making that meeting space available. He encouraged the community to book the meeting space by finding the information on the City's website
- School Board met on Friday and have 25 new teachers certified for the National Board, bringing the total to over 120

### **BOARD/COMMITTEE APPOINTMENTS**

#### **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.*

### **DEPARTMENTAL REPORTS**

#### **ENGINEERING**

**RESOLUTION NO 2026-041-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. FOR APPRAISAL OF PROPERTIES ON PROJECT 25-003 POWELL & BURGREN INTERSECTION IMPROVEMENT (\$5,100 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Bier moved to approve Resolution No. 2026-041-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO 2026-043-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. FOR A TOPOGRAPHIC SURVEY ON CITY PROPERTY LOCATED ON HUNTSVILLE BROWNSFERRY ROAD FOR PROJECT 25-028 MADISON FARMS (\$11,500 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member White moved to approve Resolution No. 2026-043-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL**

**PROPOSED ORDINANCE NO. 2026-036: AN ORDINANCE TO REPEAL CERTAIN PROVISIONS OF ORDINANCE NO. 2010-355 AND TO DEDICATE A PORTION OF THE TOTAL SALES AND USE TAX LEVIED BY THE CITY OF MADISON TO BE PAID TO THE CITY OF MADISON BOARD OF EDUCATION FOR PUBLIC SCHOOL PURPOSES (FIRST READING 01/12/2026)**

Council Member Bier moved to approve Proposed Ordinance No. 2026-036. Council Member Jackson seconded. Mr. Jackson stated that after speaking with Dr. Nichols, he learned that without renewal of the tax, over 50 teachers would have been cut in order to address infrastructure needs. The vote was taken and recorded as follows:

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

Motion carried.

**ORDINANCE NO. 2026-054: AUTHORIZING A JOINT PURCHASE AGREEMENT WITH THE CITY OF HUNTSVILLE FOR THE PURCHASE OF LIGHT-DUTY VEHICLES FROM WOODY ANDERSON FORD AND DONOHOO CHEVROLET (FIRST READING, REQUEST TO SUSPEND THE RULES AND VOTE FOR IMMEDIATE CONSIDERATION)**

This is a first reading

**PLANNING**

**RESOLUTION NO. 2026-050-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH BIG RIVER ELECTRIC FOR THE INSTALLATION OF ELECTRIC EQUIPMENT FOR NEW WAYFINDING SIGN (\$6,500 (TO BE PAID FROM PLANNING DEPARTMENT BUDGET)**

Council Member White moved to approve Resolution No. 2026-050-R. Council Member Goodson seconded. Ms. White confirmed with Ms. Broeren that this resolution is just to add power to the sign, Ms. Broeren confirmed yes, the sign is under construction and was approved in a separate contract last year. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2026-025: ASSENTING TO THE ANNEXATION OF PROPERTY CONSISTING OF LOTS 41-43 IN MORRIS ESTATES SUBDIVISION, EAST SIDE OF DOVE DRIVE AND NORTH OF POWELL ROAD, INTO THE CITY OF MADISON (FIRST READING)**

This is a first reading

**RESOLUTION NO. 2026-023-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-024; ZONING CERTAIN PROPERTY OWNED BY DENNIS & KAORU BRILL CONSISTING OF LOTS 41, 42, AND 43 IN MORRIS ESTATES SUBDIVISION FOR A TOTAL OF 2.3 ACRES, LOCATED EAST OF DOVE DR. AND**

**NORTH OF POWELL RD., R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 2/4/2026, SYNOPSIS 2/11/2026, PUBLIC HEARING 3/9/2026)**

Council Member Bier moved to approve Resolution No. 2026-023. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RECREATION**

**RESOLUTION NO. 2026-055-R: AUTHORIZING A TRANSPORTATION AGREEMENT WITH THE CITY OF MADISON BOARD OF EDUCATION FOR 2026 SPECIAL EVENTS**

Council Member McKay moved to approve Resolution No. 2026-055-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-056-R: AUTHORIZING THE PURCHASE OF ONE FORD F-350 4X4 REGULAR CAB PICKUP TRUCK FROM WOODY ANDERSON FORD THROUGH CITY OF HUNTSVILLE JOINT PURCHASING AGREEMENT (\$45,486.72 TO BE PAID FROM CAPITAL OUTLAY - RECREATION DEPARTMENT)**

This item was moved to the February 9<sup>th</sup> agenda

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

The meeting was adjourned at 6:53 p.m.

Minutes No. 2026-02-RG, dated January 29, 2026, read, approved and adopted this 9<sup>th</sup> day of February 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

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Council Member Erica White  
District Six

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

Concur:

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

Attest:

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

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

**RESOLUTION NO. 2026-011-R**

**APPROVING AN AGREEMENT WITH MADISON ARTS ALLIANCE FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

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

**READ, PASSED, AND ADOPTED** this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **MADISON ARTS ALLIANCE**, a non-profit organization (hereinafter “**MAA**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that MAA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MAA the sum of Five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MAA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MAA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MAA.

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

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

**MADISON ARTS ALLIANCE**

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

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

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

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

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

\_\_\_\_\_  
**Lisa Thomas**  
**City Clerk-Treasurer**

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

## **EXHIBIT A**

The Madison Arts Alliance is engaged in the following activities:

- Public Art Initiative including Murals and Sculptures
- Sounds of Summer Concert Series
- Holiday Card Lane
- Madison Public Library Art Exhibits
- Community Art Project at the Madison Street Festival

**RESOLUTION NO. 2026-012-R**

**APPROVING AN AGREEMENT WITH ENABLE MADISON COUNTY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

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

**READ, PASSED, AND ADOPTED** this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **ENABLE MADISON COUNTY** (hereinafter “**EMC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that EMC shall provide essential public health services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to EMC the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. EMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by EMC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by EMC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

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

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

**ENABLE MADISON COUNTY**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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**§**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## **Exhibit A**

Enable Madison County’s original stated purpose is to “ensure that necessary information and services are provided to homebound persons on a non-discriminatory basis without regard to religion, creed, color, sex, age, or national origin so that the homebound persons are able to remain in a home environment rather than to accept prematurely the alternative of hospitals or nursing homes.”

EMC’s Aging in Place Program includes but is not limited to the following services:

1. Wheelchair Ramps – Enabling freedom of movement and independence.
2. Fall Prevention – Improving safety and mobility with durable medical equipment such as handrails and grab bars, etc.
3. Weatherization – Making homes more livable, comfortable, energy efficient and safe.

**RESOLUTION NO. 2026-013-R**

**APPROVING AN AGREEMENT WITH THE RILEY CENTER FOR  
AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION  
FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Riley Center (RC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **seven thousand five hundred dollars (\$7,500.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2026.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **RILEY CENTER** (hereinafter “RC”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that RC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to RC the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. RC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, RC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by RC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by RC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

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

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

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

**RILEY CENTER**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

### EXHIBIT A

#### **FUNDING REQUEST & DESCRIPTION OF USE:**

**Goal:** Requested funding will be used to support The Riley Center’s In-Clinic Behavioral Treatment: ABA Therapy Clinic and Assessment Services.

Our goal is to meet the increasing demand for services, and to expedite services to the children currently on our waitlist, by expanding the capacity of The Riley Center’s ABA Clinic while maintaining the integrity of our programming by providing effective therapy with best outcomes for each child, adolescent, young adult, and family.

<b>Resource/Item Requested</b>	<b>Estimated Cost</b>	<b>Purpose and Impact on Providing Services</b>
New Child Assessment, Child/Family Training and Startup Cost	<b>\$1,300</b>	Initial assessment and start up fees can be financially staggering for most families. These are cost that are not covered by insurance or grants. Securing funds to offset these costs is crucial to ensuring the expense is not passed on to families. Amount requested includes required Electronic Medical Records (EMR) data software per child @ \$50 for 11 children; initial parent program training for 10 new families at \$75.
Initial training to certify staff required to provide therapy services	<b>\$1,700</b>	Insurance requires all therapists to be trained and pass a national certification test before providing therapy to children. These costs are not included in patient and client fees as the current financial responsibility is a hardship for families. The amount requested includes testing fees, trainer, and new employee fees for 10 new therapists @ \$170/staff.
Equipment to support additional therapy rooms	<b>\$4500</b>	Materials/Equipment for therapy required (not reimbursed by insurance) for 30 children at \$150 per child. Therapy equipment/materials include: Receptive and expressive ID cards, reasoning/logic manipulatives, app programs for autism; chair, table, storage rack for individual materials.

**Total: \$7,500**

**RESOLUTION NO. 2026-014-R**

**APPROVING AN AGREEMENT WITH THE LEGACY CENTER, INC.  
FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION  
FROM THE CITY OF MADISON**

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

**READ, PASSED, AND ADOPTED** this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2026.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **THE LEGACY CENTER, INC.** (hereinafter “**TLC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that TLC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to TLC the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. TLC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, TLC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by TLC.

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

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

**THE LEGACY CENTER, INC**

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

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

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

**STATE OF ALABAMA**

**§**

**COUNTY OF MADISON**

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

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

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## **EXHIBIT A**

The Legacy Center will expand its Generations Adult Day Program to Madison City utilizing our evidence-informed approach to create a safe, social environment where art and occupational therapy become tools for enhancing quality of life.

Our person-centered model, provides cognitive support and memory care activities. Through skilled care, the Arts, and sensory engagement, the program provides a nurturing environment that fosters dignity, independence, and community, aiming to preserve participants' abilities and quality of life.

These funds will be used to:

1. Secure Generations Adult Day programming space in Madison City, mirroring our successful Huntsville model.
2. Hire and train staff to maintain our high standard of care.
3. Provide day programming with cognitive support for adults diagnosed with any Alzheimers, and other related dementias, and Traumatic Brain Injuries in Madison City.
4. Develop more art-based and occupational therapy programs to engage participants.
5. Provide ongoing support and training for family caregivers navigating the journey.

**RESOLUTION NO. 2026-015-R**

**APPROVING AN AGREEMENT WITH GETTING REAL ABOUT MENTAL ILLNESS  
FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION  
FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Getting Real About Mental Illness for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **two thousand five hundred dollars (\$2,500.00)** for FY 26.

**READ, PASSED, AND ADOPTED** this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **GETTING REAL ABOUT MENTAL ILLNESS** (hereinafter “**GRAMI**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that GRAMI shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to GRAMI the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. GRAMI pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, GRAMI agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by GRAMI.

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



**CITY OF MADISON, ALABAMA**

**ATTEST:**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

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

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

## **EXHIBIT A**

Getting Real About Mental Illness (GRAMI) is pleased to partner with the City of Madison and intends to use the funding by providing:

Registration and Travel Cost for a Law Enforcement Officer to attend the International CIT Convention to experience and return with best practices in CIT Training. It also will fund:

Any First Responder who has suffered trauma in the city of Madison to include:

Madison City Fire Department  
Madison City Police  
Madison Police Dispatch  
Huntsville Emergency Medical Services (HEMSI)

This funding will allow our First Responders to seek a private, fully licensed therapist with no financial cost to the First Responder to include co-pays.

In addition, GRAMI will continue to develop marketing materials and provide seminars to local health and wellness, civic groups and community leadership to educate and de-stigmatize mental illness

**RESOLUTION NO. 2026-057-R**

**APPROVING THE DISPOSAL OR DESTRUCTION OF CERTAIN  
MUNICIPAL COURT DEPARTMENT RECORDS**

**WHEREAS**, the Municipal Court Clerk has identified certain City records from the Municipal Court Department, more specifically described below, that are eligible for destruction under guidelines established by the Administrative Office of Courts;

- 2015 Case files
- 2023 Deposits
- 2020 Traffic Tickets – non-DUI
- 2023 UTC Transmittal Forms
- 2025 Warrants – 10 year
- 2024 Miscellaneous

**WHEREAS**, the Municipal Court Director has concurred with the disposal or destruction of these records, and

**WHEREAS**, the City Council desires to authorize the Municipal Court Clerk to destroy the records identified as eligible for destruction under such guidelines pursuant to a Notification of Record Disposal Notice submitted to the Administrative Office of Courts

**BE IT HEREBY RESOLVED**, by the City Council of the City of Madison, Alabama, that the Municipal Court Clerk is hereby authorized to proceed with the destruction of records pursuant to the Notice prepared by Municipal Court Department in accordance with guidelines established by the Administrative Office of Courts

**READ, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of February 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 February 2026.

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

**RESOLUTION NO. 2026-071-R**

**A RESOLUTION AUTHORIZING TERMINATION OF AGREEMENT FOR THE PURCHASE AND INSTALLATION OF A RESTROOM BUILDING FOR SUNSHINE OAKS FROM PUBLIC RESTROOM COMPANY**

**WHEREAS**, on October 27, 2025, pursuant to Resolution No. 2025-350-R, the City of Madison entered into an agreement for the purchase and installation of a restroom building for Sunshine Oaks Park with Public Restroom Company through the Sourcewell governmental purchasing cooperative; and

**WHEREAS**, the Facilities & Grounds Department recommends termination of the agreement; and

**WHEREAS**, the City desires to terminate the agreement in accordance with its terms, and the agreement provides for payment upon termination for work performed up to the termination date;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that the Mayor, or her designee, is hereby authorized to execute a termination notice to Public Restroom Company, and the Facilities Department and Finance Department are authorized to approve payment for work performed up to the termination date in the amount of \$8,245.29.

**READ, APPROVED, and ADOPTED** this 9<sup>th</sup> day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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

**RESOLUTION NO. 2025-350-R****A RESOLUTION AUTHORIZING PURCHASE OF A RESTROOM BUILDING FOR  
SUNSHINE OAKS PARK**

**WHEREAS**, by virtue of passage of Resolution No. 2014-06-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the Sourcewell governmental purchasing cooperative, formerly known as National Joint Powers Alliance (“NJPA”); and

**WHEREAS**, the Alabama Department of Examiners of Public Accounts has authorized purchasing through Sourcewell, which is a national, intergovernmental purchasing cooperative; and

**WHEREAS**, the Recreation Department has verified that Public Restrooms Company is an authorized dealer for said restroom building, is a participating Sourcewell vendor holding a valid Alabama business license, to which Sourcewell has awarded a competitively bid contract (Contract Number 081721-PRM) to Public Restroom Company; and

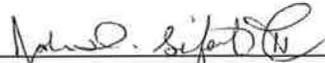
**WHEREAS**, the Parks and Recreation Department has verified that this equipment is not available for purchase on any bid that has been awarded by the State of Alabama;

**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 restroom building, said pricing proposal being substantially similar in purpose, intent, and composition to that certain document attached (*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 his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the quotations accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of October 2025.

  
\_\_\_\_\_  
**John D. Seifert, II, Council President**  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this 29<sup>th</sup> day of October 2025.

  
\_\_\_\_\_  
**Paul Finley, Mayor**  
**City of Madison, Alabama**



Minutes No. 2025-20-RG

Date of Meeting Oct 27, 2025

Document No. 2025-350-R

First reading date

First reading Minutes

**Council Votes**

	Absent	Aye	Nay	Abstain	Absent @ tov	Recused
Council Member Wroblewski	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Spears	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Powell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Shaw	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Bartlett	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Denzine	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member Seifert	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Publication Date

Distribution



**Price Proposal:** Sunshine Oaks Park - City of Madison, AL  
**Date:** October 15, 2025  
**Reference:** 11645-2/5/2024-4  
**Sourcwell:** Contract # 052725-PRM

**Our Offer to Sell:**

- 1. Restroom Building delivered to site @ \$ 236,340**  
 Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)
  
- 2. Installation: Turnkey Installation of the Building above @ \$ 38,503 with retention allowed.**  
 Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
  - a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
  - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
  - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
  - d. Set the building on the site pad.
  - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.
  
- 3. Owner/General Contractor Final Tie In of Utilities and other site work:**
  - a. The Owner/Contractor is responsible for making all final plumbing connections at the 6' POC locations.
  - b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
  - c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

**4. Total Cost of building and installation @ \$ 274,843**

Sunshine Oaks Park - City of Madison, AL | 10/15/2025 | Reference # 11645-2/5/2024-4  
 2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448



## **OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**

### **Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

### **Preparation of Building Pad:**

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

### **Subgrade Pad/Foundation Requirements:**

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

### **Owner/General Contractor verification of site access to allow Building Delivery:**

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.



#### **Installation Notice and Site Availability:**

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

**Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

**Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.**

#### **Utility Connections:**

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the final plumbing connections at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

#### **Special Conditions, Permits, and Inspection Fees:**

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

#### **Jurisdiction for Off-site Work:**

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.



## **PUBLIC RESTROOM COMPANY SCOPE OF WORK:**

### **Our In Plant/Off-Site Construction Scheduling System:**

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

### **Special Payment and Progress Billing Terms:**

Invoicing begins on the 30<sup>th</sup> of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

### **Delivery and Installation:**

#### **Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

#### **Installation:**

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

#### **Installation of Utilities under the Prefabricated Building:**

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.



#### **Connection of Utilities Post Building Placement:**

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

#### **Electrical:**

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

#### **Plumbing:**

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

#### **Sewer:**

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

#### **Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:**

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

#### **Time of Completion:**

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

#### **Exclusions/Exceptions:**

1. **Building designed for seasonal use only. Building does not include provisions for freeze protection.**
2. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**



- depending on local rates. PRC will provide written costs for this additional work by change order.
3. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
  4. Sidewalks outside the building footprint.
  5. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
  6. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
  7. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
  8. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
  9. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
  10. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
  11. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
  12. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
  13. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
  14. Backflow certification if applicable by Owner/ General Contractor.
  15. Any Fire Suppression Systems by others, not by PRC.
  16. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.



17. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.
18. If required any gutter and downspout materials and installation will be procured and installed by others.

**Insurance and Prevailing Wage Certification:**

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

**Special Insurance to protect the Building before acceptance:**

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

**Errors and Omissions Insurance:**

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

**WARRANTY:**

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance



warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

**Term of Offer to Sell and Owner/General Contractor Acceptance:**

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

**Special Notice of Possible Project Cost Increases as a Result of Late Payments:**

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

**Termination:**

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

**Venue for Contract Jurisdiction:**

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.



Building Better Places To Go.™

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by Charles E. Kaufman IV  
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

Accepted by: Paul Finley  
Authorized Signature

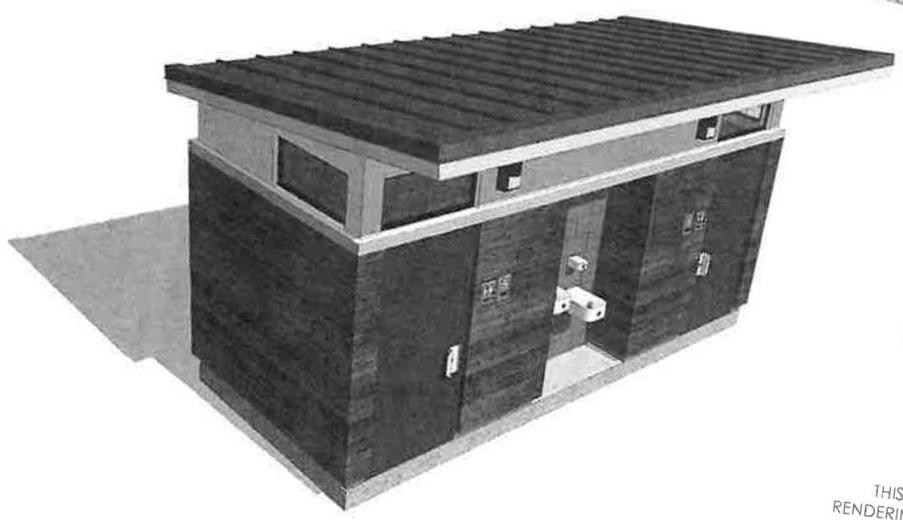
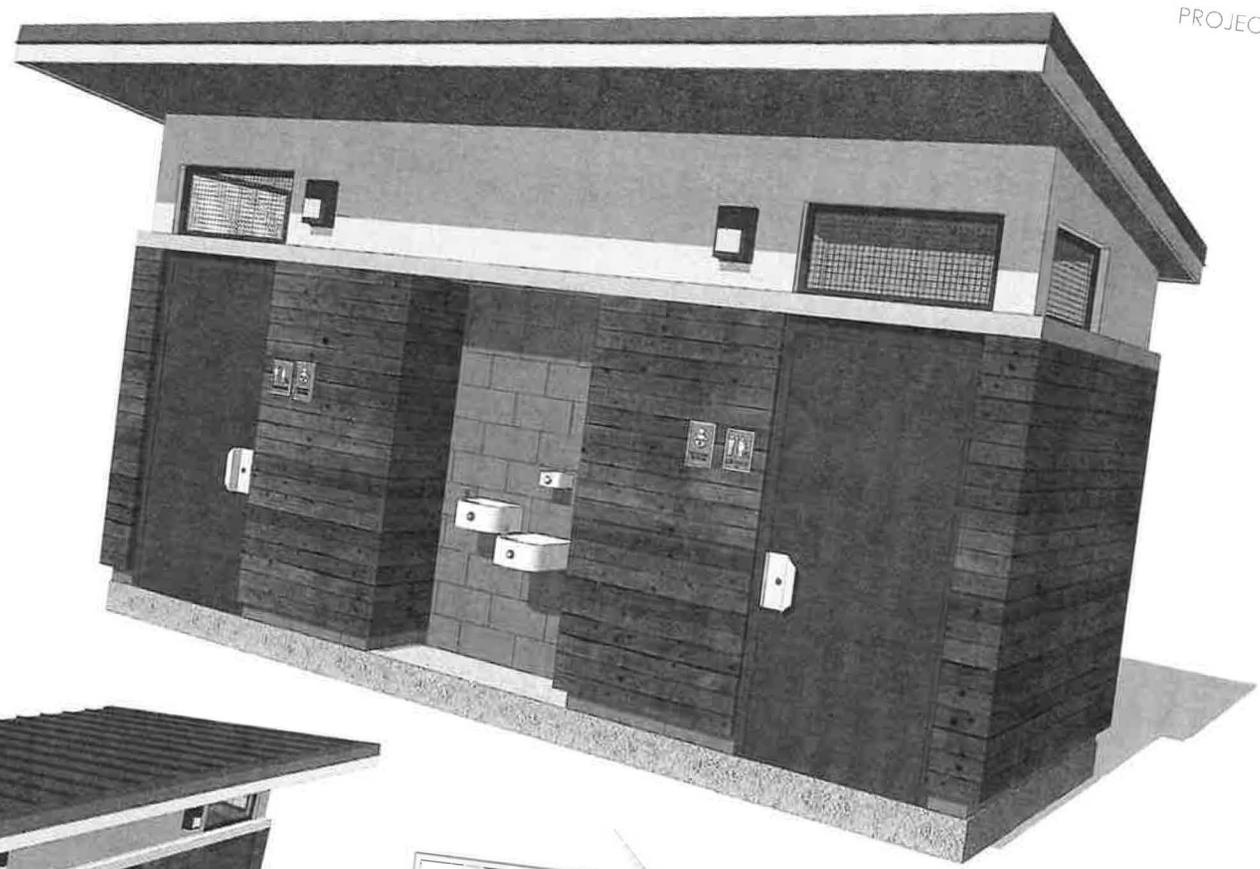
10-30-25  
Date Signed

Paul Finley, Mayor  
Printed Name

City of Madison, AL 100 Hughes Road, Madison, AL 35758  
Legal Entity Name and Address

ATTEST:  
Lisa D. Thomas  
Lisa D. Thomas, CMC  
City Clerk-Treasurer  
City of Madison, AL

PROJECT REF#: 11645-2/5/2024-4



### FLOOR PLAN

SCALE: NOT TO SCALE

THIS CONCEPTUAL / PRELIMINARY DESIGN AND THE 3D RENDERING IS AN ARTISTIC INTERPRETATION OF THE DESIGN. IT IS NOT MEANT TO BE AN EXACT REPRODUCTION OF THE FINISH PRODUCT. SOME ITEMS MAY NOT BE STANDARD AND/OR SUBJECT TO CHANGE DURING PROJECT DEVELOPMENT

## SUNSHINE OAKS PARK

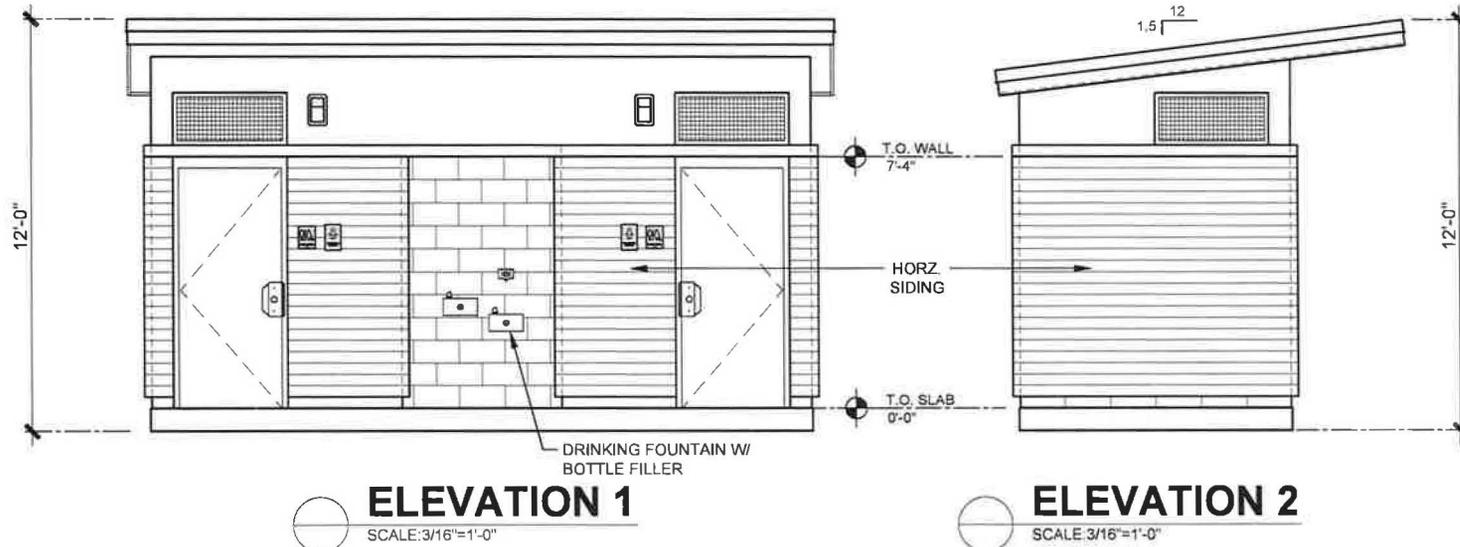
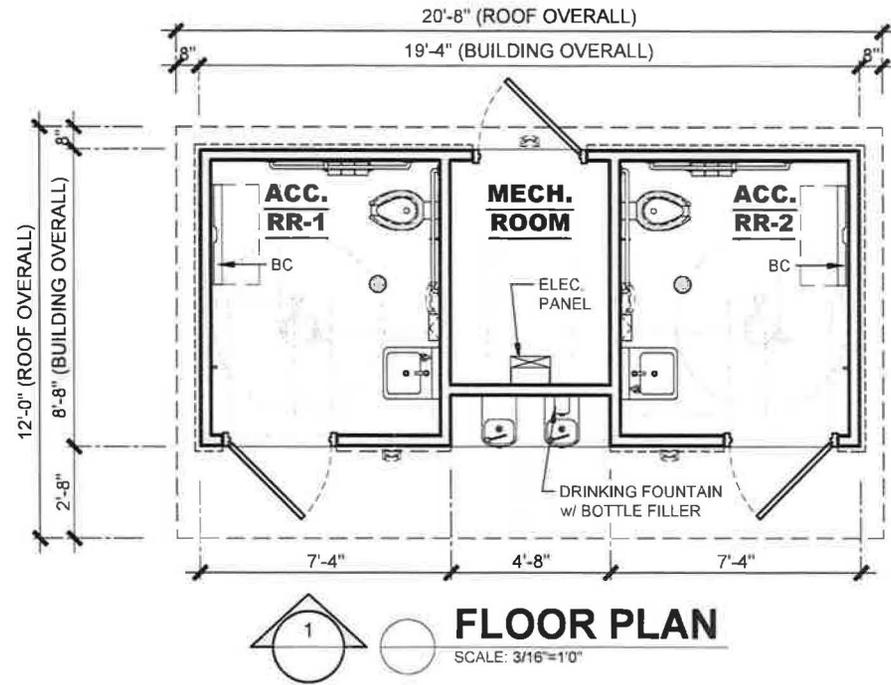


Building Better Places To Go.™

[www.PublicRestroomCompany.com](http://www.PublicRestroomCompany.com)

2587 BUSINESS PARKWAY  
MINDEN NEVADA 89423  
P: 888-888-2060 F: 888-888-1448

MADISON, ALABAMA  
COPYRIGHT 2023, PUBLIC RESTROOM COMPANY  
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	<small>COPYRIGHT 2024. PUBLIC RESTROOM COMPANY THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF PUBLIC RESTROOM COMPANY AND SHALL NOT BE REPRODUCED, USED, OR DISCLOSED TO OTHERS EXCEPT AS AUTHORIZED BY THE WRITTEN PERMISSION OF PUBLIC RESTROOM COMPANY.</small>	BUILDING TYPE:	<b>RESTROOM BUILDING</b>	REVISION #	REVISION DATE: <b>2/5/2024</b>	SHEET#	-
		PROJECT:	<b>SUNSHINE OAKS PARK MADISON, AL</b>	<b>4</b>	DRAWN BY: EOR	MAX. PERSON / HOUR:	<b>90 S</b>
				<b>11645</b>	START DATE: <b>6/1/2023</b>	DRAWN BY: EOR	

**ORDINANCE NO. 2026-032**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS B3  
(GENERAL BUSINESS DISTRICT).**

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

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as B3 (General Business District):

LOT 1 OF CLIFT FARM PHASE 11, A RESUBDIVISION OF TRACT 9 OF CLIFT FARM PHASE 2B AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2024, PAGE 141, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 194.47 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 285.12 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 736.32 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, NORTH 12 DEGREES 32 MINUTES 49 SECONDS WEST, 316.47 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 49 SECONDS WEST, 216.41 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 29 MINUTES 35 SECONDS WEST, 35.97 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 14 DEGREES 30 MINUTES 39 SECONDS WEST, 93.45 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 7.97 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 56 MINUTES 59 SECONDS EAST, 35.70 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 235.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 29 MINUTES 22 SECONDS EAST, 28.28 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES

38 SECONDS WEST, 222.30 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 30 MINUTES 37 SECONDS WEST, 28.28 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 23 SECONDS WEST, 143.03 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 34 MINUTES 08 SECONDS WEST, 43.07 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 100.00 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 07 SECONDS EAST, 35.36 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 08 SECONDS EAST, 60.30 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 23 SECONDS EAST, 48.53 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 35 SECONDS WEST, 352.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 34 MINUTES 19 SECONDS WEST, 54.25 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 271.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 104.25 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 12 SECONDS EAST, 35.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 306.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 07 SECONDS EAST, 96.48 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 1034.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.69 ACRES, MORE OR LESS.

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be B3 (General Business District).

**SECTION 3.** That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing but no earlier than February 18, 2026.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 9th day of February 2026.

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

**ATTEST:**

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

Approved this \_\_\_\_\_ day of February 2026.

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

**RESOLUTION NO. 2026-058-R**

**A RESOLUTION AUTHORIZING PURCHASE OF 2026 CHEVROLET SILVERADO CREW CAB 4WD FROM MCSWEENEY AUTO GROUP CLANTON, LLC, THROUGH THE STATE BID LIST**

**WHEREAS**, the State of Alabama has awarded State Bid Contract No. MA240000004917 for the purchase of Chevrolet fleet vehicles by state agencies and political subdivisions effective August 26, 2024 through August 25, 2026; and

**WHEREAS**, the Building Department has requested the purchase one (1) 2026 Chevrolet Silverado Crew Cab 4WD from McSweeney Auto Group Clanton, LLC, to which the State of Alabama has awarded a contract for Chevrolet fleet vehicles; and

**WHEREAS**, the Building Department has verified that McSweeney Auto Group Clanton, LLC, is an authorized dealer for said equipment and holds a valid Alabama business license;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase one (1) 2026 Chevrolet Silverado Crew Cab 4WD from McSweeney Auto Group Clanton, LLC, via contract number MA240000004917 through the State Bid list and in accordance with all applicable City policies and regulations.

**READ, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of February, 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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



**McSweeney Auto Group**  
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (✔ Complete)

### Price Summary

#### PRICE SUMMARY



**VIN #:** **Bill To:** City of Madison

**Year:** 2026 **Trim Level:** LT  
**Description:** Chevrolet Silverado Crew Cab 4WD **Bid:** MA240000004917

**2026 Chevrolet Silverado Crew Cab 4WD**

Description	Invoice
Base Price (AL State Bid)	\$ 39,975.42
Package Upgrade to LT	\$ 6,327.70
Diesel Engine Upgrade	\$ -
Factory Options	\$ 5,268.90
<b>Subtotal</b>	<b>\$ 51,572.02</b>
Upfit	\$ -
Title	\$ -
Delivery (\$2/mile)	\$ -
<b>Total Sales Price</b>	<b>\$ 51,572.02</b>

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Data Version: 27494. Data Updated: Jan 13, 2026 6:48:00 PM PST.

**RESOLUTION NO. 2026-044-R****A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH HUNTSVILLE UTILITIES FOR THE ACQUISITION AND SHARING OF AERIAL IMAGERY, SATELLITE IMAGERY, AND BASEMAP PRODUCTS**

**WHEREAS**, the City of Madison has identified a need for access to aerial imagery and related mapping data in support of municipal operations; and

**WHEREAS**, the City has historically utilized an annual subscription for such services; and

**WHEREAS**, the City has negotiated a Memorandum of Understanding (the "MOU") with the City of Huntsville, the City of Huntsville d/b/a Huntsville Utilities, and the Madison County Tax Assessor to provide comparable aerial imagery and mapping access to the City; and

**WHEREAS**, execution of the MOU will negate the need for the City to maintain a subscription-based service ; and

**WHEREAS**, the City Council finds that entering into the MOU is in the best interest of the City.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to execute on behalf of the City Memorandum of Understanding with the City of Huntsville, the City of Huntsville d/b/a Huntsville Utilities, and the Madison County Tax Assessor, said MOU to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding (MOU)," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

**BE IT FURTHER RESOLVED** that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term thereof 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 a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of February 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 February 2026.

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



## Huntsville Utilities

ELECTRICITY • NATURAL GAS • WATER

### Memorandum of Understanding (MOU)

#### Between

- The City of Huntsville d/b/a Huntsville Utilities ("Huntsville Utilities"),
- The City of Huntsville ("City of Huntsville")
- Madison County, Alabama ("Madison County"), Cliff Mann, in his official capacity as Tax Assessor of Madison County, Alabama ("Tax Assessor")
- The City of Madison ("City of Madison")

#### Purpose

The parties acknowledge and agree that the orthophotography files used by each party hereto have similar attributes and cover Madison County, Alabama, and surrounding areas. The parties also recognize that, by sharing costs, they seek to avoid duplication of effort and costs. It is the intent of the parties that the County, City of Huntsville, Huntsville Utilities, and City of Madison shall share equally in all costs associated with the acquisition and sharing of digital orthophotography of Madison County and surrounding jurisdictions and service areas. The parties acknowledge that the Tax Assessor of Madison County will bear only the costs of imagery acquired in Madison County, Alabama.

#### Scope

Acquisition and sharing of aerial imagery, satellite imagery, and basemap products. Use of shared imagery and Planimetric maps for analysis, visualization, planning, and operational activities. Responsibilities of each Party in contributing to, maintaining, or using shared resources.

#### Roles and Responsibilities

##### All Parties:

Mutually agree upon the acquisition area by participating in the planning of the project.

Participate in reviewing pilot data for color and data accuracy.

Report any data issues or discrepancies to the group.



256-535-1200



[www.hsvutil.org](http://www.hsvutil.org)



P.O. Box 2048  
Huntsville, AL 35804



112 Spragins Street,  
Huntsville, AL 35801



## Huntsville Utilities

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### Huntsville Utilities:

Coordinate the acquisition and sharing of digital orthophotography.

Coordinate all work received to facilitate contract approval and ensure that the contract is fully executed prior to the start of the acquisition.

Coordinate with other Parties on updates or changes.

Place and remove ground control.

Invoice other parties for their portion of the project.

### City of Huntsville:

Provide GPS data of ground Control as needed.

Update the Planimetric maps of Buildings/Structures and Edge of Pavement of the City of Huntsville portions of the acquisition area.

Combine all Planimetric maps into a single GDB/Shapefile for distribution to all parties.

### Madison County (Tax Assessor):

Update the Planimetric maps of Buildings/Structures and Edge of Pavement of the Madison County portions of the acquisition area.

### City of Madison:

Approve data provided in a timely manner.

### Terms

Unless otherwise terminated pursuant to the terms hereof, this MOU shall have a term of two years (the "Initial Term"), commencing on the Effective Date. The Initial Term shall be automatically renewable for subsequent two-year terms unless any party notifies all of the other parties of its intent not to renew this MOU within 90 days before the end of the then current two-year term. The Initial Term provides sufficient time for the complete acquisition of the orthophotography.



256-535-1200



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## Huntsville Utilities

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### Additional Parties Terms

The parties hereto agree that if other governmental entities desire to share in the costs of acquiring the orthophotography, in order to obtain copies of such updated photos, or portions of such, the parties hereto will mutually agree, by email, upon the amounts charged to these entities, and any reduction in the total costs incurred in completing the project each Term will be shared equally by all parties during such Term.

### Funding

Madison County, City of Huntsville, City of Madison and Huntsville Utilities agree to jointly and equally fund a two-year project of aerial photography of the County and selected areas outside of Madison County during the Initial Term. Said two-year term may be extended as described above in "Terms."

Expenses. The parties agree to share equally the following expenses during the Term of this MOU: Expenses related to the engagement of a third party by Huntsville Utilities to acquire aerial photography, to scan and triangulate the aerial photographs, deliver digital orthophotography of selected areas and to establish and maintain ground control, all in connection with the Project.

Each participants' estimated share of the expenses identified above will be calculated yearly, on a project-by-project basis and presented in May of each year for Budgetary purposes.

Each party is responsible for confirming the accuracy of any Deliverables consistent with such party's use of such Deliverables. Huntsville Utilities represents and warrants that all Deliverables will meet or exceed the State of Alabama Property Tax Division specifications for such Deliverables: provided however, the parties hereto acknowledge and agree that Huntsville Utilities shall not be liable for any damage, costs, expenses or otherwise arising out of the use of or reliance on the Deliverables by the Madison County Tax Assessor, the City of Huntsville, City of Madison, or any other third party. Any provision to the contrary notwithstanding, HU does not agree to indemnify or hold any person or party harmless from any claim or damages. HU does not assume liability for any person or party.

Huntsville Utilities will invoice Madison County, City of Huntsville, City of Madison and



256-535-1200



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Huntsville, AL 35804



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Huntsville, AL 35801



## Huntsville Utilities

ELECTRICITY • NATURAL GAS • WATER

Huntsville Utilities for 25% of the total expenses incurred for the Project, relative to Madison County, on a yearly basis, and payment terms will be net 30 days. The shared expense for areas outside of Madison County properly will be reviewed and agreed to by each party for each Project.

Participation in the project(s) contemplated by this MOU during the Initial or any subsequent term and any individual time period or project therein is expressly contingent upon presentation of a separate request for funding approved by the governing body of the participating governmental entities.

General Provisions. This MOU shall be governed by Alabama law and shall be binding on each such parties' successors and assigns. Notwithstanding the foregoing, this MOU is not assignable, by operation of law or otherwise, by any party without the prior written consent of all other parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

### **MADISON COUNTY, ALABAMA**

Madison County Commission *Mac McCutcheon, Chairman*

### **MADISON COUNTY TAX ASSESSOR**

Cliff Mann  
*Tax Assessor*

### **CITY OF HUNTSVILLE**



256-535-1200



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P.O. Box 2048  
Huntsville, AL 35804



112 Spragins Street,  
Huntsville, AL 35801



# Huntsville Utilities

ELECTRICITY • NATURAL GAS • WATER

---

Tommy Battle *Mayor*

**CITY OF MADISON**

Ranae Bartlett

*Mayor*

**HUNTSVILLE UTILITIES**

Wes Kelley

*CEO and PRESIDENT*

 256-535-1200

 [www.hsvutil.org](http://www.hsvutil.org)

 P.O. Box 2048  
Huntsville, AL 35804

 112 Spragins Street,  
Huntsville, AL 35801



**RESOLUTION NO. 2026-051-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION FOR MODIFICATION AND MAINTENANCE OF TRAFFIC CONTROL SIGNAL**

**BE IT HEREBY RESOLVED**, by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to enter into a contract on behalf of the City of Madison, Alabama, with the State of Alabama Department of Transportation for modification and maintenance of the traffic control signal at Highway 72 and Jack Clift Boulevard, with said document being substantially similar in purpose, intent and composition to that certain document attached hereto and identified as "Agreement", and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, APPROVED, AND ADOPTED** this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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



Kay Ivey  
Governor

**ALABAMA**  
**DEPARTMENT OF TRANSPORTATION**  
 1409 COLISEUM BOULEVARD  
 MONTGOMERY, ALABAMA 36110  
 PHONE (334) 242-6272 FAX (334) 242-6378



John R. Cooper  
Transportation Director

March 11, 2021

**MEMORANDUM**

**TO:** Region Engineers  
 Area Operation Engineers  
 Area Maintenance Engineers

**ATTN:** Area Traffic Engineers

**FROM:** Stacey N. Glass, P.E. *Stacey N. Glass* KCW  
 State Maintenance Engineer

**RE:** Signal/Roadway Lighting Agreement Revision Implementation Date

The ALDOT "Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting" document has been revised and has an implementation date of March 11, 2021. The latest version of this document can be found on the Maintenance Bureau website. A copy of the revised document has also been attached to this memo for your review. Below is the update/revision to this document:

- **Section 8a** – Was updated to remove "or (B) Equipment Upgrade" from the first sentence. Moving forward a warrant analysis will not be required to be attached to the maintenance agreement unless it is "(A) New Installation with Traffic Control Signal".

Please pass this information along to those in your Region/Area/District that execute this document.

Thank you.

SNG/KCN/aoh

Attachment(s): "Agreement for the Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting"  
 (Revision Date 03/11/2021)

For Official Use Only: ALDOT Agreement Number: \_\_\_\_\_

Region Tracking Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Region: North Region County: Madison

**STATE OF ALABAMA acting by and through the  
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the  
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or  
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number \_\_\_\_\_ dated (or minutes dated) \_\_\_\_\_ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the **City of Madison, Alabama** (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

**TRAFFIC CONTROL SIGNAL: AL-2 (US-72) AT JACK CLIFT BOULEVARD (A,D&E)**

- For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
- In the event the work to be accomplished above is identified by (A) and/or (B), the  STATE  MAINTAINING AGENCY will furnish and the  STATE  MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "**Exhibit O**" is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
  - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
  - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
  - C. National Electrical Code, current edition.
  - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
  - E. Code of Alabama, 1975 (as Amended) with specific reference to:
    - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
    - (2) §32-5A-32, Traffic – Control signal legend.
    - (3) §32-5A-33, Pedestrian – Control signals.
    - (4) §32-5A-34, Flashing signals.
    - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The  CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney’s fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The  COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney’s fees or expense whatsoever, or any amount paid in compromise thereof arising out of, connected with, or related to (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

The term “hold harmless” includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

- 9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the  STATE  MAINTAINING AGENCY.
- 10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
- 11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.



- 16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the  STATE  MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
- 17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
- 18. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

### City of Madison, Alabama

Legal Name of MAINTAINING AGENCY

Attest: \_\_\_\_\_  
(Seal or notary signature)

By: \_\_\_\_\_  
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: \_\_\_\_\_  
Area Traffic Engineer Signature

### STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

RECORDED:

By: \_\_\_\_\_  
Region Engineer Signature

By: \_\_\_\_\_  
State Traffic Engineer Signature

Date: \_\_\_\_\_  
(Added to Archive)

# SKIPPER

CONSULTING INC

3644 Vann Road, Suite 100  
 Birmingham, Alabama 35235  
 Phone (205) 655-8855 Fax (205) 655-8825  
 Certificate of Authorization No. 26859

## MEMORANDUM

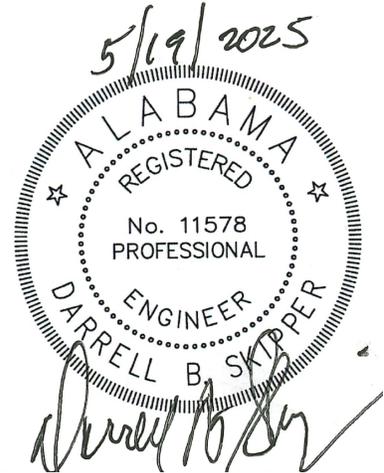
**To:** Matthew Johnson, P.E., ALDOT Area Traffic Engineer  
 Michael Johnson, P.E., Madison City Engineer  
 Chuck Faulkner, P.E., Madison County Engineer

**From:** Darrell Skipper, P.E., Skipper Consulting, Inc.  
 Colby West, E.I., Skipper Consulting, Inc.

**cc:** Jeff Mullins, P.E., Mullins, LLC.

**Date:** May 19, 2025

**Subject:** Jack Clift Boulevard at U.S. Highway 72 Intersection Modification  
 Madison County, Alabama



During a Team's meeting conducted on April 22<sup>nd</sup>, 2025 we committed to provide a technical memorandum to each of you which summarized the implications of modifying the traffic signal phasing and timings for the intersection of U.S. Highway 72 at Jack Clift Boulevard in Madison County, Alabama. The intent of the subsequent materials and a concept drawing of the traffic control modifications recommended at the intersection of U.S. Highway 72 and Jack Clift Boulevard are presented for review and concurrence by the Alabama Department of Transportation (ALDOT) and the City of Madison.

**Purpose and Need for Intersection Modification:** Traffic volumes during peak hour operations on U.S. Highway 72 have increased in recent years for the morning and afternoon peak conditions. Additionally, traffic volumes on U.S. Highway 72 on Saturdays during peak hours for retail trips have also increased to a point that require modifications that reallocate traffic signal phasing and timings.

### ***Introduction***

The purpose of this memorandum is to document the findings of analysis undertaken to determine the impact from restricting the northbound and southbound through movements at the intersection of U.S. Highway 72 at Jack Clift Boulevard in Madison County, Alabama. The primary objectives to be met by this memorandum are as follows:

- To obtain traffic count data for the study intersections; and
- Conduct Peak Hour Capacity Analysis at the study intersections both with and without the northbound and southbound through movements in place at the intersection of U.S. Highway 72 at Jack Clift Boulevard.

### ***Study Intersection and Background Information***

The study intersection being analyzed is the intersection of U.S. Highway 72 at Jack Clift Boulevard. Approximately 325' north of the study intersection, Jack Clift Boulevard intersects John Henry Way in Madison, Alabama. In addition to the intersection of U.S. Highway 72 at Jack Clift Boulevard, the intersection of Jack Clift Boulevard at John Henry Way is being analyzed due to their shared proximity.

Existing traffic counts at the study intersections were conducted on April 26, 2025. The Saturday peak hour of traffic was chosen for analysis purposes due to the surrounding land uses. A discount club (ITE Land Use 857) was recently constructed along Jack Clift Boulevard and is likely a main contributor to the traffic turning onto and off of Jack Clift Boulevard. **Figure 1** illustrates the peak hour traffic counts recorded and analyzed.

The main study intersection of U.S. Highway 72 at Jack Clift Boulevard currently has zero movement restrictions; however, the purpose of this report is to analyze the benefits provided by restricting the northbound and southbound through movements on Jack Clift Boulevard.

Restricting the northbound and southbound through movements at the intersection of U.S. Highway 72 at Jack Clift Boulevard would cause traffic to be re-routed through adjacent accesses to each shopping center. **Figure 2** illustrates the resulting peak hour traffic volumes at the intersection of U.S. Highway 72 at Jack Clift Boulevard.

Figure 1 – Existing Peak Hour Traffic Counts

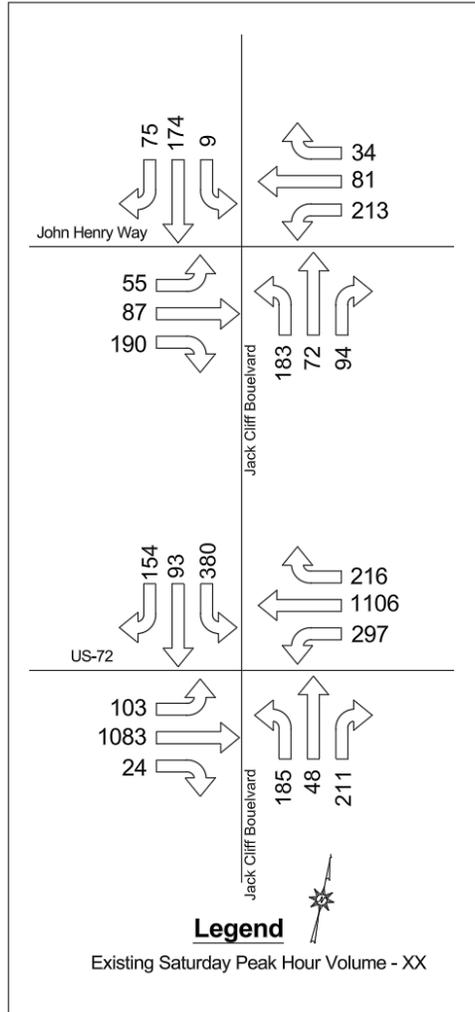
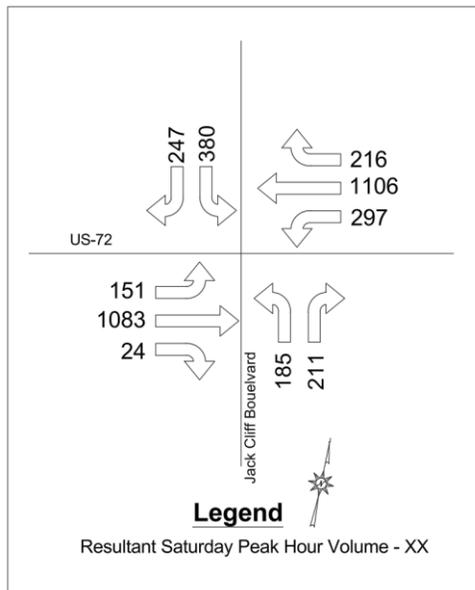


Figure 2 – Resultant Peak Hour Traffic Volumes



**Capacity Analysis**

Saturday peak hour capacity analyses were conducted for the study intersections both with and without the proposed movement restrictions in place.

Capacity analyses were conducted using methods as outlined in the *Highway Capacity Manual*. According to methods of analysis, intersection capacity is expressed as levels of service, ranging from “A” (best) to “F” (worst). In general, a level of service (LOS) “C” is considered desirable, while a level of service “D” is considered acceptable during peak hours of traffic flow. The results of the capacity analyses for are illustrated in **Table 1**, and capacity printouts are provided as an attachment.

**Table 1 –Study Intersection Capacity Analysis**

Intersection		Approach	LOS	Delay	95th Queue
US-72 at Jack Clift Blvd (signalized)	With NB and SB Throughs	NB	F	128.1	243
		SB	E	59.8	293
		EB	C	34.8	556
		WB	D	35.3	526
		Overall	D	50.4	N/A
US-72 at Jack Clift Blvd (signalized)	Without NB and SB Throughs	NB	E	61.1	234
		SB	E	58.4	205
		EB	C	20	435
		WB	C	22.3	391
		Overall	C	27.9	N/A
John Henry Way at Jack Clift Blvd (all- way stop)		NB	C	19.7	80
		SB	C	22.8	95
		EB	F	60.8	262.5
		WB	E	44.2	197.5

The capacity analyses indicate that the approaches to the study intersections currently operate with mostly acceptable levels of service. The Jack Clift Boulevard approaches to U.S. Highway 72 currently experiences below acceptable levels of service. The Jack Clift Boulevard approaches to U.S. Highway 72 currently operate with poor levels of service due to the intersection being coordinated with other intersections along U.S. Highway 72 and having a relatively long cycle length. The John Henry Way approaches to Jack Clift Boulevard currently experiences below acceptable levels of service.

Restricting the northbound and southbound through movements at the intersection of U.S. Highway 72 at Jack Clift Boulevard reduces delay and queueing for all approaches to the intersection. Due to the coordinated signal system present along U.S. Highway 72, there will continue to be increased delay on the Jack Clift Boulevard approaches to U.S. Highway 72.

The capacity printouts that illustrate the results of the analyses for future traffic conditions are provided as **Attachment A**.

**Conclusions**

After analyzing the intersection of U.S. Highway 72 at Jack Clift Boulevard as previously outlined, it was determined that the proposed movement restrictions on the northbound and southbound through movements would yield improved levels of service, reduced delays, and reduced 95<sup>th</sup> percentile queues for all approaches. Additionally, analysis shows that the current traffic volumes at the intersection of Jack Clift Boulevard at John Henry Way do not queue back onto U.S. Highway 72.

***Attachment A – Capacity Analysis***

John Henry Way at Jack Cliff Blvd  
Saturday Peak

4-26-25 Traffic Volumes

Intersection												
Intersection Delay, s/veh	37.4											
Intersection LOS	E											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕		↕	↕
Traffic Vol, veh/h	55	87	190	213	81	34	183	72	94	9	174	75
Future Vol, veh/h	55	87	190	213	81	34	183	72	94	9	174	75
Peak Hour Factor	0.87	0.87	0.87	0.93	0.93	0.93	0.92	0.92	0.92	0.82	0.82	0.82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	63	100	218	229	87	37	199	78	102	11	212	91
Number of Lanes	0	1	0	0	1	1	1	1	1	0	1	1
Approach	EB			WB			NB			SB		
Opposing Approach	WB			EB			SB			NB		
Opposing Lanes	2			1			2			3		
Conflicting Approach Left	SB			NB			EB			WB		
Conflicting Lanes Left	2			3			1			2		
Conflicting Approach Right	NB			SB			WB			EB		
Conflicting Lanes Right	3			2			2			1		
HCM Control Delay, s/veh	60.8			44.2			19.7			22.8		
HCM LOS	F			E			C			C		
Lane	NBLn1	NBLn2	NBLn3	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2				
Vol Left, %	100%	0%	0%	17%	72%	0%	5%	0%				
Vol Thru, %	0%	100%	0%	26%	28%	0%	95%	0%				
Vol Right, %	0%	0%	100%	57%	0%	100%	0%	100%				
Sign Control	Stop											
Traffic Vol by Lane	183	72	94	332	294	34	183	75				
LT Vol	183	0	0	55	213	0	9	0				
Through Vol	0	72	0	87	81	0	174	0				
RT Vol	0	0	94	190	0	34	0	75				
Lane Flow Rate	199	78	102	382	316	37	223	91				
Geometry Grp	8	8	8	8	8	8	8	8				
Degree of Util (X)	0.551	0.205	0.247	0.94	0.847	0.087	0.603	0.228				
Departure Headway (Hd)	9.97	9.448	8.716	8.867	9.649	8.547	9.722	8.956				
Convergence, Y/N	Yes											
Cap	362	380	412	412	376	419	370	401				
Service Time	7.737	7.214	6.482	6.567	7.413	6.311	7.49	6.724				
HCM Lane V/C Ratio	0.55	0.205	0.248	0.927	0.84	0.088	0.603	0.227				
HCM Control Delay, s/veh	24.4	14.7	14.3	60.8	47.9	12.1	26.3	14.4				
HCM Lane LOS	C	B	B	F	E	B	D	B				
HCM 95th-tile Q	3.2	0.8	1	10.5	7.9	0.3	3.8	0.9				

US-72 at Jack Cliff Blvd  
Saturday Peak

4-26-25 Traffic Volumes  
With NB/SB Throughs

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	 	 		 	 					 		
Traffic Volume (veh/h)	103	1083	24	297	1106	216	185	48	211	380	93	154
Future Volume (veh/h)	103	1083	24	297	1106	216	185	48	211	380	93	154
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	108	1140	25	309	1152	0	199	52	227	388	95	0
Peak Hour Factor	0.95	0.95	0.95	0.96	0.96	0.96	0.93	0.93	0.93	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	158	1583	706	361	1792		226	44	194	452	288	
Arrive On Green	0.05	0.45	0.45	0.10	0.50	0.00	0.13	0.15	0.15	0.13	0.15	0.00
Sat Flow, veh/h	3456	3554	1585	3456	3554	1585	1781	304	1327	3456	1870	0
Grp Volume(v), veh/h	108	1140	25	309	1152	0	199	0	279	388	95	0
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1728	1777	1585	1781	0	1631	1728	1870	0
Q Serve(g_s), s	4.0	34.0	1.2	11.4	30.9	0.0	14.3	0.0	19.0	14.3	5.9	0.0
Cycle Q Clear(g_c), s	4.0	34.0	1.2	11.4	30.9	0.0	14.3	0.0	19.0	14.3	5.9	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.81	1.00		0.00
Lane Grp Cap(c), veh/h	158	1583	706	361	1792		226	0	238	452	288	
V/C Ratio(X)	0.68	0.72	0.04	0.86	0.64		0.88	0.00	1.17	0.86	0.33	
Avail Cap(c_a), veh/h	266	1583	706	399	1792		315	0	238	651	302	
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	61.1	29.4	20.3	57.3	23.6	0.0	55.8	0.0	55.5	55.3	49.0	0.0
Incr Delay (d2), s/veh	3.8	2.9	0.1	15.0	1.8	0.0	17.1	0.0	112.0	7.0	0.5	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	14.1	0.5	5.6	12.3	0.0	7.5	0.0	15.2	6.7	2.8	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.9	32.3	20.4	72.3	25.4	0.0	72.8	0.0	167.5	62.3	49.5	0.0
LnGrp LOS	E	C	C	E	C		E		F	E	D	
Approach Vol, veh/h		1273			1461			478			483	
Approach Delay, s/veh		34.8			35.3			128.1			59.8	
Approach LOS		C			D			F			E	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	10.9	72.5	22.5	24.0	18.6	64.9	21.5	25.0				
Change Period (Y+Rc), s	5.0	7.0	5.5	5.0	5.0	7.0	5.0	5.0				
Max Green Setting (Gmax), s	10.0	54.0	24.5	19.0	15.0	49.0	23.0	21.0				
Max Q Clear Time (g_c+I1), s	6.0	32.9	16.3	21.0	13.4	36.0	16.3	7.9				
Green Ext Time (p_c), s	0.1	12.7	0.7	0.0	0.1	8.9	0.2	0.3				
<b>Intersection Summary</b>												
HCM 7th Control Delay, s/veh			50.4									
HCM 7th LOS			D									
<b>Notes</b>												
Unsignalized Delay for [WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

US-72 at Jack Cliff Blvd  
Saturday Peak

4-26-25 Traffic Volumes  
Without NB/SB Throughs

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	151	1083	24	297	1106	216	185	0	211	380	0	247
Future Volume (veh/h)	151	1083	24	297	1106	216	185	0	211	380	0	247
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	0	1870	1870	0	1870
Adj Flow Rate, veh/h	159	1140	25	309	1152	0	199	0	0	388	0	0
Peak Hour Factor	0.95	0.95	0.95	0.96	0.96	0.96	0.93	0.93	0.93	0.98	0.98	0.98
Percent Heavy Veh, %	2	2	2	2	2	2	2	0	2	2	0	2
Cap, veh/h	216	2226	993	368	2382		236	0		458	0	
Arrive On Green	0.06	0.63	0.63	0.11	0.67	0.00	0.13	0.00	0.00	0.13	0.00	0.00
Sat Flow, veh/h	3456	3554	1585	3456	3554	1585	1781	199		3456	388	
Grp Volume(v), veh/h	159	1140	25	309	1152	0	199	61.1		388	58.4	
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1728	1777	1585	1781	E		1728	E	
Q Serve(g_s), s	5.9	22.9	0.8	11.4	20.6	0.0	14.2			14.3		
Cycle Q Clear(g_c), s	5.9	22.9	0.8	11.4	20.6	0.0	14.2			14.3		
Prop In Lane	1.00		1.00	1.00		1.00	1.00			1.00		
Lane Grp Cap(c), veh/h	216	2226	993	368	2382		236			458		
V/C Ratio(X)	0.74	0.51	0.03	0.84	0.48		0.84			0.85		
Avail Cap(c_a), veh/h	532	2226	993	532	2382		473			917		
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00			1.00		
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	0.00	1.00			1.00		
Uniform Delay (d), s/veh	59.9	13.4	9.2	57.0	10.4	0.0	55.1			55.1		
Incr Delay (d2), s/veh	3.7	0.8	0.0	7.0	0.7	0.0	6.0			3.3		
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0		
%ile BackOfQ(50%),veh/ln	2.6	8.2	0.3	5.1	7.0	0.0	6.8			6.4		
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	63.6	14.2	9.3	64.0	11.2	0.0	61.1			58.4		
LnGrp LOS	E	B	A	E	B		E			E		
Approach Vol, veh/h		1324			1461							
Approach Delay, s/veh		20.0			22.3							
Approach LOS		C			C							
Timer - Assigned Phs	1	2	3		5	6	7					
Phs Duration (G+Y+Rc), s	13.1	94.1	22.7		18.8	88.4	22.7					
Change Period (Y+Rc), s	5.0	7.0	5.5		5.0	7.0	5.5					
Max Green Setting (Gmax), s	20.0	58.0	34.5		20.0	58.0	34.5					
Max Q Clear Time (g_c+I1), s	7.9	22.6	16.3		13.4	24.9	16.2					
Green Ext Time (p_c), s	0.3	17.3	1.0		0.4	16.7	0.4					
<b>Intersection Summary</b>												
HCM 7th Control Delay, s/veh			27.9									
HCM 7th LOS			C									
<b>Notes</b>												
Unsignalized Delay for [NBR, WBR, SBR] is excluded from calculations of the approach delay and intersection delay.												

US-72 at Jack Clift Blvd  
Saturday Peak

4-26-25 Traffic Volumes  
With NB/SB Throughs

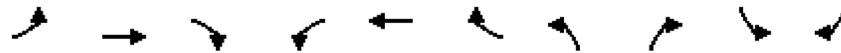
										
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	108	1140	25	309	1152	225	199	279	388	252
v/c Ratio	0.47	0.75	0.03	0.79	0.69	0.26	0.78	0.81	0.76	0.86
Control Delay (s/veh)	65.1	36.9	0.1	71.3	30.8	4.6	74.2	44.4	62.7	68.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	65.1	36.9	0.1	71.3	30.8	4.6	74.2	44.4	62.7	68.9
Queue Length 50th (ft)	45	450	0	130	408	6	163	112	163	163
Queue Length 95th (ft)	76	556	0	#195	526	57	242	#243	210	#293
Internal Link Dist (ft)		481			579			280		266
Turn Bay Length (ft)	275		250	250		275			165	
Base Capacity (vph)	264	1513	735	405	1681	862	313	371	646	321
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.41	0.75	0.03	0.76	0.69	0.26	0.64	0.75	0.60	0.79

Intersection Summary

# 95th percentile volume exceeds capacity, queue may be longer.  
Queue shown is maximum after two cycles.

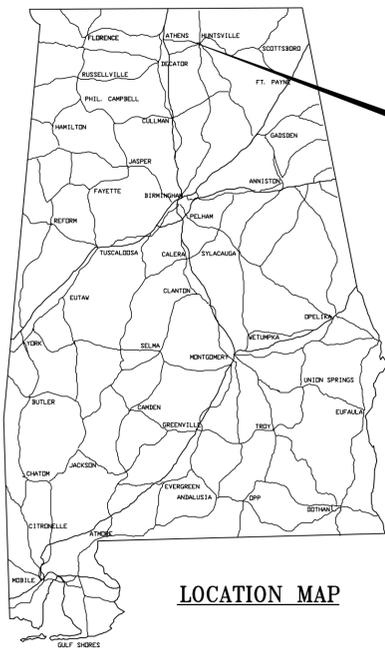
US-72 at Jack Clift Blvd  
Saturday Peak

4-26-25 Traffic Volumes  
Without NB/SB Throughs



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBR	SBL	SBR
Lane Group Flow (vph)	159	1140	25	309	1152	225	199	227	388	252
v/c Ratio	0.55	0.55	0.03	0.71	0.52	0.21	0.73	0.53	0.73	0.16
Control Delay (s/veh)	64.3	19.1	0.0	63.7	15.4	2.2	67.3	11.9	60.4	0.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	64.3	19.1	0.0	63.7	15.4	2.2	67.3	11.9	60.4	0.2
Queue Length 50th (ft)	67	292	0	130	262	1	163	9	163	0
Queue Length 95th (ft)	102	435	0	174	391	37	234	79	205	0
Internal Link Dist (ft)		481			579					
Turn Bay Length (ft)	275		250	250		275		100	165	
Base Capacity (vph)	528	2066	950	532	2218	1075	469	578	911	1583
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.30	0.55	0.03	0.58	0.52	0.21	0.42	0.39	0.43	0.16

Intersection Summary



Project Location

LOCATION MAP

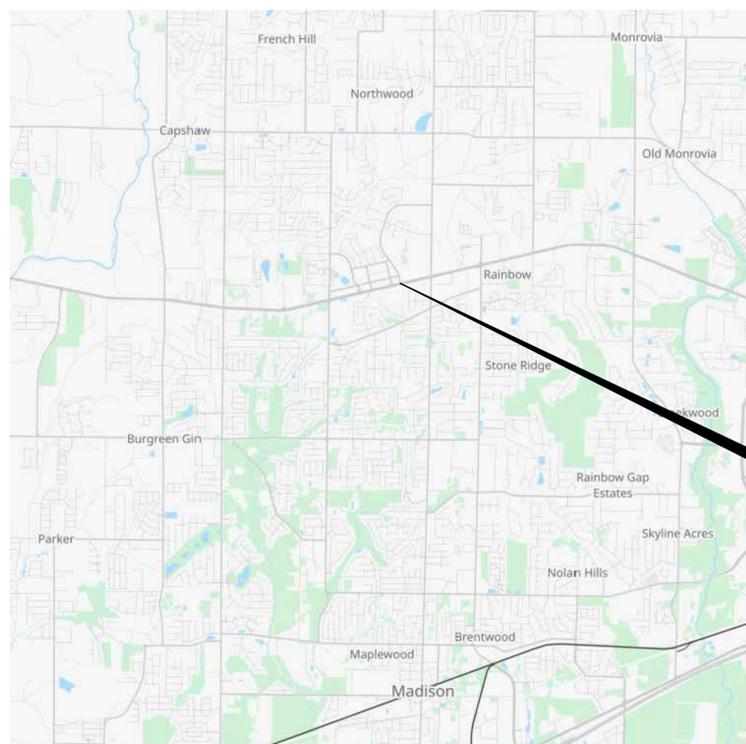
# TRAFFIC SIGNAL MODIFICATION PLANS

*US HIGHWAY 72 AT JACK CLIFT BOULEVARD  
MADISON, ALABAMA*

*PLANS PREPARED FOR:  
MULLINS, LLC.*

## SHEET INDEX

NO.	DESCRIPTION
TS1	TITLE SHEET
TS2	TRAFFIC SIGNAL NOTES
TS3	TRAFFIC SIGNAL LAYOUT
TS4	TRAFFIC SIGNAL DETAILS
TS5	TRAFFIC CONTROL PLAN



PROJECT LOCATION

PROJECT LOCATION MAP  
N.T.S.



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Date: AUG 2025

Sheet No.

TS1

TRAFFIC SIGNAL PLAN NOTES

IN THE EVENT CONFLICTS OCCUR BETWEEN THE PROJECT TRAFFIC SIGNAL NOTES AND THE MUTCD, THE MUTCD WILL GOVERN.

○ NOTES THAT APPLY TO THIS PROJECT.

- 500. WHEN THE CONTROLLER IS IN THE FLASHING MODE, THE VEHICULAR SIGNAL HEADS SHALL FLASH YELLOW ON US-72, RED ON ALL CROSS STREETS, AND RED ON PROTECTED LEFT TURNS.
- 501. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF THE STATE INCLUDING SIGNAL HEADS, CONTROLLERS, POLES, AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC CONTROL UNIT (TEMPORARY OR PERMANENT) AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS. THE SAME SHALL BE DELIVERED TO THE ALABAMA DEPARTMENT OF TRANSPORTATION AS DIRECTED BY THE ENGINEER.
- 502. ALL EXISTING TRAFFIC CONTROL EQUIPMENT WHICH IS THE PROPERTY OF THE CITY OF MADISON INCLUDING SIGNAL HEADS, CONTROLLERS, POLES, AND MISCELLANEOUS HARDWARE SHALL BE REMOVED UPON COMPLETION OF THE NEW TRAFFIC CONTROL UNIT (TEMPORARY OR PERMANENT) AND STORED TO COMPLY WITH SECTION 730.03 OF THE STANDARD SPECIFICATIONS. THE SAME SHALL BE DELIVERED TO THE CITY AT 240 PALMER ROAD, MADISON, ALABAMA (PUBLIC WORKS DEPARTMENT) AS DIRECTED BY THE CITY ENGINEER.
- 503. THE LOCATION OF EACH POWER SOURCE AS SHOWN IN THE PLANS IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF THE POWER SOURCE AND THE SHORTEST ROUTE TO SERVE THE TRAFFIC SIGNAL CONTROLLER CABINET AND LUMINAIRES.
- 504. AS WORK BEGINS RELATED TO OR AFFECTING THE SIGNAL(S), WITHIN THE CONSTRUCTION LIMITS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF ALL EXISTING, TEMPORARY, AND REQUIRED SIGNAL(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTINUAL OPERATION AND MAINTENANCE OF THE SIGNAL(S) UNTIL ALL SIGNAL WORK OR WORK AFFECTING THE SIGNAL(S) IS ACCEPTED BY THE CITY OF MADISON, ALABAMA AND ALDOT.
- 505. THE CONTRACTOR SHALL INSTALL TEMPORARY SIGNAL(S) AS REQUIRED BY THE TEMPORARY TRAFFIC SIGNAL PLAN LAYOUT OR THE TRAFFIC CONTROL PLANS. WHEN TEMPORARY SIGNAL(S) ARE NOT REQUIRED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MODIFYING AND ADJUSTING THE EXISTING AND/OR REQUIRED SIGNAL(S) SO THAT ALL LANE SHIFTS, CLOSURES, AND ANY OTHER CHANGES TO THE ROADWAY DURING CONSTRUCTION ARE CONTROLLED BY THE EXISTING AND/OR REQUIRED SIGNAL(S).
- 506. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES TO LOCATE ALL OVERHEAD AND UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. DAMAGE TO UTILITIES CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY COMPANY AND THE ENGINEER. THE CONTRACTOR SHALL BEAR ALL COST TO REPAIR ANY AND ALL DAMAGES TO THE UTILITIES CAUSED BY THE CONTRACTOR.
- 507. THE CITY OF MADISON AND ALDOT RESERVE THE RIGHT TO RESPOND TO TRAFFIC CONTROL UNIT(S) MALFUNCTIONS IN AN EMERGENCY OR NATURAL DISASTER. IN DOING SO THE CONTRACTOR'S LIABILITY AND RESPONSIBILITY RELATED TO MAINTAINING THE TRAFFIC CONTROL UNIT(S) OR SYSTEM REMAINS IN EFFECT.
- 508. THE CONTRACTOR SHALL HAVE THE APPROVAL OF THE CITY OF MADISON AND ALDOT PRIOR TO THE REMOVAL OF ANY EXISTING TRAFFIC CONTROL UNIT.
- 509. EACH REQUIRED TRAFFIC SIGNAL STRAIN POLE AND MAST ARM POLE MAY VARY IN LENGTH AND SIZE. THE CONTRACTOR SHALL ASCERTAIN THAT THE POLE HEIGHTS ARE SUFFICIENT TO PROVIDE THE REQUIRED VEHICULAR TRAFFIC SIGNAL CLEARANCE. EXTENSIONS FOR MOUNTING SIGNALS SHALL BE PROVIDED WHEN NECESSARY.
- 510. EACH MAST ARM MAY VARY IN LENGTH. THE CONTRACTOR SHALL ASCERTAIN THAT ALL ARM LENGTHS ARE SUFFICIENT SO THAT EACH VEHICULAR SIGNAL HEAD POSITION CONFORMS TO THE MUTCD.
- 511. THE TRAFFIC SIGNAL POLE LOCATION(S) AS SHOWN IN THE PLANS IS(ARE) APPROXIMATE. THE CONTRACTOR SHALL COORDINATE THE POLE LOCATION(S) WITH THE ENGINEER. THE CONTRACTOR SHALL ASCERTAIN THAT THE FINAL POLE LOCATION(S) PROVIDE FOR THE VEHICULAR TRAFFIC SIGNAL HEADS TO MEET THE DISTANCE REQUIREMENTS TO THE STOP LINE AS REQUIRED BY THE MUTCD. WHEN PEDESTRIAN SIGNAL HEADS AND/OR PEDESTRIAN CROSSWALKS ARE INVOLVED THE SAME SAID POLE LOCATION(S) SHALL ALSO CONFORM TO THE RELATIVE SECTIONS OF THE MUTCD.
- 512. THE CONTRACTOR SHALL LOCATE EACH REQUIRED AND RELOCATED VEHICULAR TRAFFIC SIGNAL HEAD ON THE SPAN WIRE OR MAST ARM SO THAT EACH HEAD IS LOCATED IN THE APPROACH LANE FOR WHICH IT APPLIES. LOCATION OF SIGNAL HEADS SHALL CONFORM TO THE MUTCD.
- 513. THE TRAFFIC SIGNAL POLE LOCATION(S) AS SHOWN IN THE PLANS IS (ARE) APPROXIMATE. THE CITY OF MADISON SHALL APPROVE ALL FOUNDATION LOCATIONS PRIOR TO THE CONTRACTOR EXCAVATING FOR EACH FOUNDATION.
- 514. BALANCE ADJUSTERS SHALL BE INSTALLED ON TRAFFIC SIGNAL HEADS FOR PROPER AIM. THE CONTRACTOR SHALL ALIGN THE SIGNAL HEADS IN ACCORDANCE WITH THE MUTCD AND TO THE SATISFACTION OF THE ENGINEER.
- 515. A 12 INCH DRIP COIL WITH 3 LOOPS SHALL BE PROVIDED TO THE RIGHTS OF EACH VEHICULAR TRAFFIC SIGNAL HEAD. A DRIP LOOP SHALL BE FORMED SO THAT WATER CANNOT ENTER THE ENTRANCE CLAMP. THE WIRE SHALL ENTER THE CLAMP FROM THE BOTTOM OF THE DRIP LOOP.
- 516. WHEN PVC CONDUIT IS USED FROM THE CONTROLLER TO THE STEEL STRAIN POLE OR MAST ARM POLE, THE CONTRACTOR SHALL BOND THE CONTROLLER TO THE POLE WITH A #6-1C BONDING CABLE.
- 517. MARKING/WARNING TAPE SHALL BE BURIED OVER CONDUIT. THE TAPE SHALL BE 4 INCH POLYETHYLENE, RED IN COLOR WITH BLACK LETTERING.
- 518. WHEN EXISTING LOOP WIRE AND VEHICLE LOOP DETECTORS ARE TO BE RETAINED AND REUSED, OR RELOCATED IN A NEW CONTROLLER CABINET, THE CONTRACTOR SHALL ASCERTAIN THE MANUFACTURER AND MODEL NUMBER OF EACH EXISTING DETECTOR AMPLIFIER AND PROVIDE A NEW WIRING HARNESS COMPLETELY WIRED IN THE CONTROLLER CABINET FOR EACH EXISTING DETECTOR AMPLIFIER.
- 519. WHEN SIGNAL TIMINGS ARE NOT INCLUDED IN THE PLANS FOR TIME BASE OR CLOSED LOOP SYSTEMS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO CALCULATE SIGNAL TIMINGS.
- 520. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HIRE A LICENSED PROFESSIONAL ENGINEER TO INPUT THE TIMINGS AND FINE TUNE THE TIMINGS.
- 521. THE CITY OF MADISON TRAFFIC ENGINEER SHALL BE RESPONSIBLE FOR INPUTTING AND FINE TUNING THE TIMINGS.
- 522. WHEN EXISTING SPAN WIRE THAT IS TO BE RETAINED HAS SAGGED, THE CONTRACTOR SHALL ADJUST THE SPAN WIRE SO THAT SIGNAL HEADS COMPLY WITH THE CLEARANCE SHOWN ON THE STANDARD DETAIL DRAWING.
- 523. A NOTICE OF INTENT FOR NPDES PERMIT COVERAGE HAS BEEN FILED WITH ADEM FOR THIS PROJECT. A COPY OF THE CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) IS AVAILABLE THROUGH OFFICE ENGINEER PRIOR TO BIDDING.
- 524. THE CONTRACTOR SHALL PROVIDE A SET OF AS-BUILT PLANS TO THE CITY OF MADISON TRAFFIC ENGINEER AND THE ALDOT TRAFFIC ENGINEER.
- 525. THE CONTRACTOR SHALL INSTALL BACKPLATES WITH A 2 INCH FLUORESCENT YELLOW REFLECTIVE BORDER ON ALL EXISTING AND REQUIRED SIGNAL HEADS AS SHOWN ON PLAN
- 526. WHEN LUMINAIRES ARE INCLUDED, THE RELATED PHOTODETECTORS MAY BE MOUNTED ON THE TOP OR SIDE OF THE SIGNAL CABINET WHERE NO SHADOWS ARE EXPECTED TO BE CAST ON THE CABINET THAT WOULD IMPAIR THE FUNCTION OF THE PHOTOCELL WHEN COMPARED TO MOUNTING ON THE DISCONNECT POLE IN ITS TRADITIONAL LOCATION. WHERE THE EFFECT OF SHADOWS IS UNCERTAIN, THE CONTRACTOR SHALL MOUNT THE PHOTODETECTOR IN ITS TRADITIONAL LOCATION.
- 527. WHEN IMSA SIGNAL CABLE 20-1 IS USED THAT IS 7C OR LARGER, CONTRACTOR SHALL CLEARLY TAG AND MARK IN THE CONTROLLER CABINET THE SIGNAL INDICATION EACH CONDUCTOR CONNECTS TO WHERE THE CONDUCTOR JACKET DOES NOT MATCH IN COLOR THE ASSOCIATED SIGNAL HEAD COLOR.
- 528. THE CONTRACTOR SHALL COORDINATE WITH THE ALDOT AREA TRAFFIC ENGINEER TO INPUT AND FINE TUNE THE COORDINATED SIGNAL SYSTEM TIMINGS.



NO.	REVISIONS	DRN	CHK	DATE

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US 72 AT JACK CLIFT BLVD  
 MADISON, ALABAMA

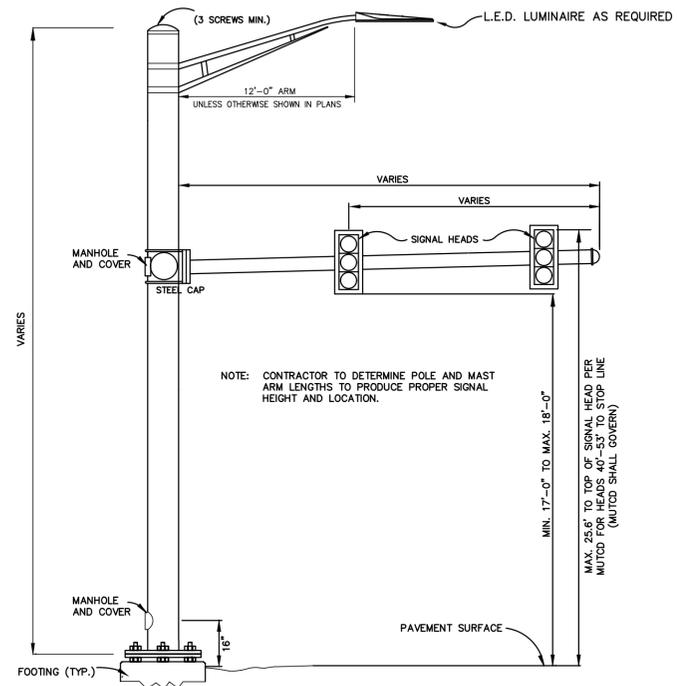
TRAFFIC SIGNAL NOTES

DATE	SCALE
AUG 2025	AS SHOWN
SHEET NO.	DRAWN BY
TS2	CBW
	CHECKED
	DPS
	PROJECT NO.
	1895-007

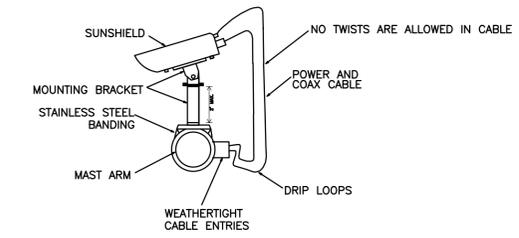
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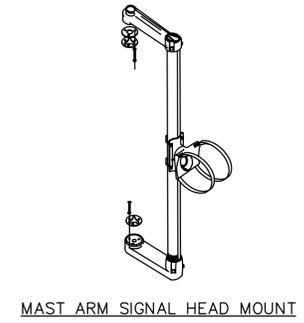




GALVANIZED STEEL POLE AND MAST ARM DETAIL WITH LUMINAIRE



TYPICAL VIDEO DETECTION CAMERA MOUNTING DETAIL



MAST ARM SIGNAL HEAD MOUNT

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DATE	SCALE	PROJECT NO.
AUG 2025	AS SHOWN	1895-007
SHEET NO.	DRAWN BY	CHECKED
TS4	CBW	DPS

US 72 AT JACK CLIFT BLVD  
MADISON, ALABAMA

TRAFFIC SIGNAL DETAILS

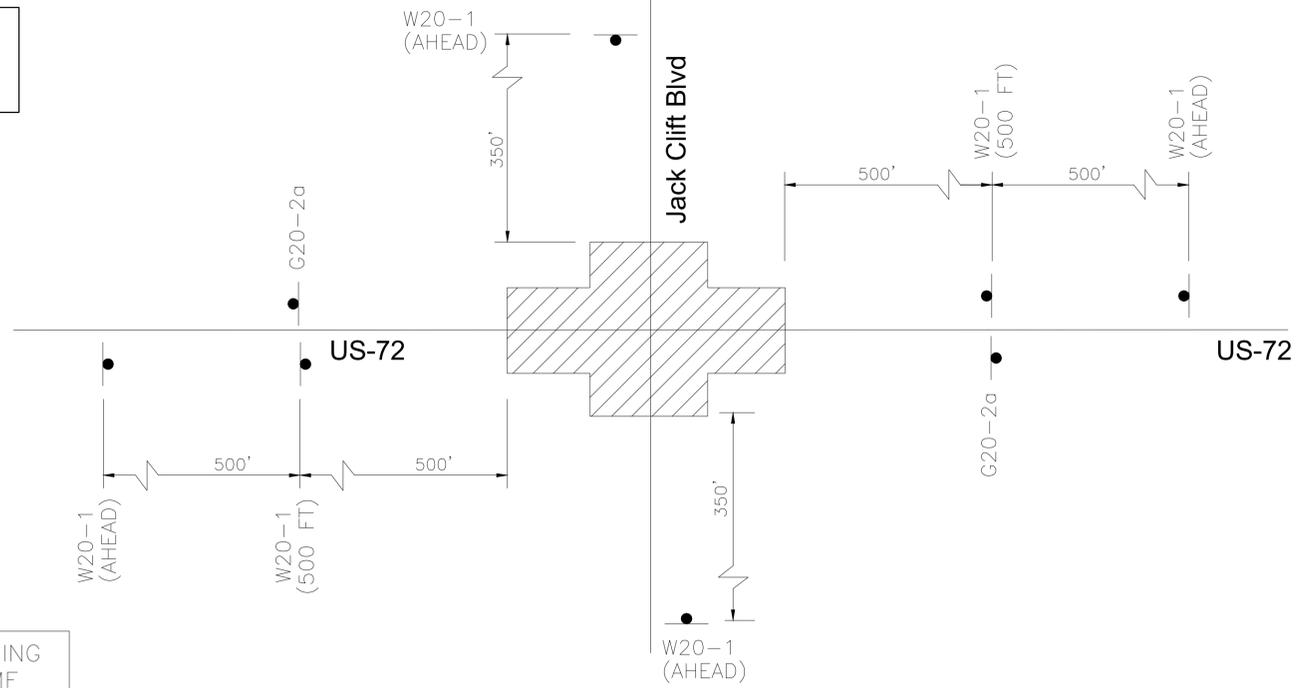
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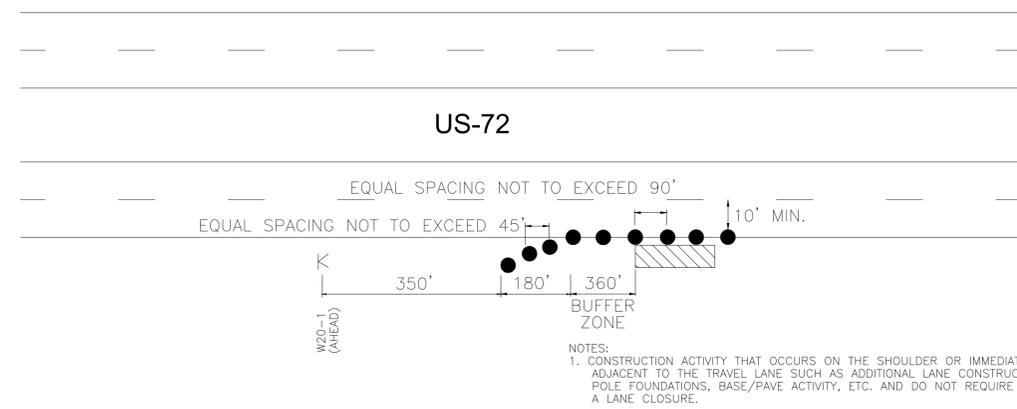
NO.	REVISIONS	DRN	CHK	DATE



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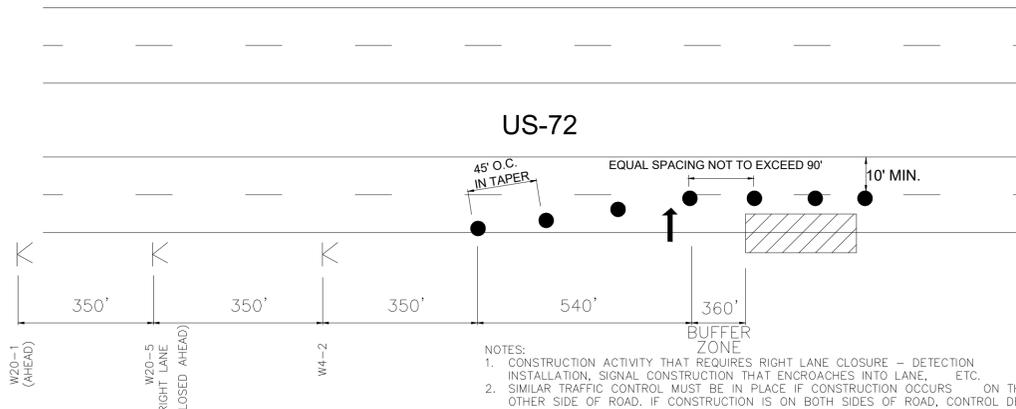


SCHEME 1 - ADVANCE WARNING TRAFFIC CONTROL SCHEME



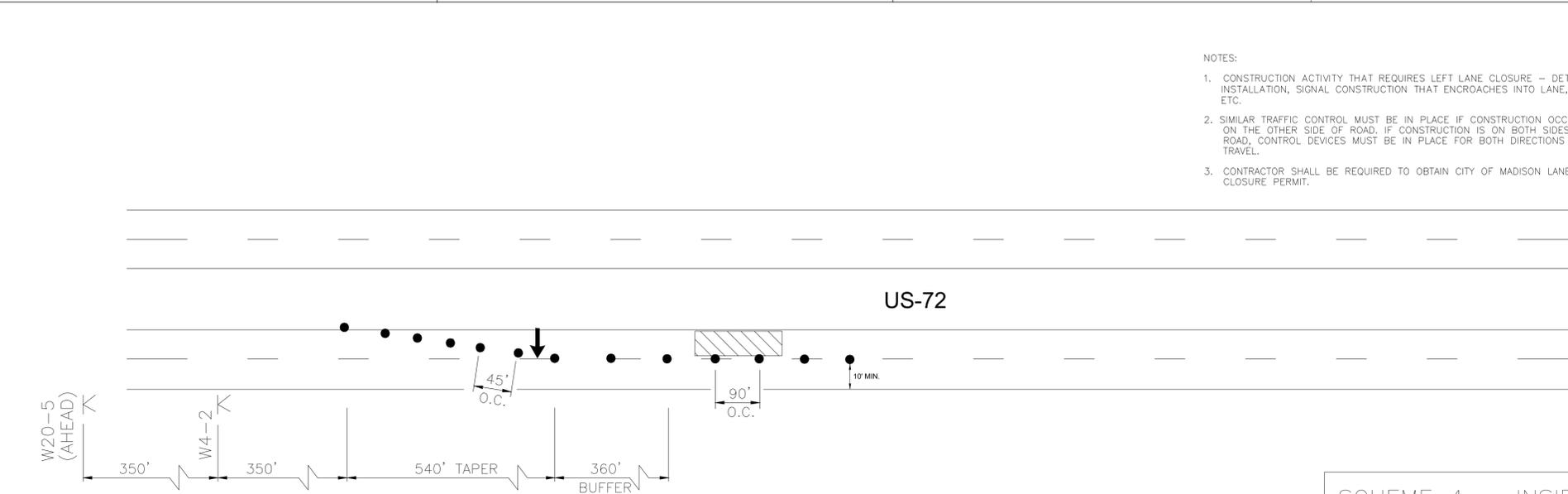
SCHEME 2 - MINOR ENCROACHMENT INTO TRAVEL LANE (NO LANE CLOSURE)

- NOTES:
- CONSTRUCTION ACTIVITY THAT OCCURS ON THE SHOULDER OR IMMEDIATELY ADJACENT TO THE TRAVEL LANE SUCH AS ADDITIONAL LANE CONSTRUCTION, POLE FOUNDATIONS, BASE/PAVE ACTIVITY, ETC. AND DO NOT REQUIRE A LANE CLOSURE.
  - SIMILAR TRAFFIC CONTROL MUST BE IN PLACE IF CONSTRUCTION OCCURS ON THE OTHER SIDE OF ROAD. IF CONSTRUCTION IS ON BOTH SIDES OF ROAD, CONTROL DEVICES MUST BE IN PLACE FOR BOTH DIRECTIONS OF TRAVEL.
  - CONTRACTOR SHALL BE REQUIRED TO OBTAIN CITY OF MADISON LANE CLOSURE PERMIT.



SCHEME 3 - OUTSIDE LANE CLOSURE

- NOTES:
- CONSTRUCTION ACTIVITY THAT REQUIRES RIGHT LANE CLOSURE - DETECTION INSTALLATION, SIGNAL CONSTRUCTION THAT ENCROACHES INTO LANE, ETC.
  - SIMILAR TRAFFIC CONTROL MUST BE IN PLACE IF CONSTRUCTION OCCURS ON THE OTHER SIDE OF ROAD. IF CONSTRUCTION IS ON BOTH SIDES OF ROAD, CONTROL DEVICES MUST BE IN PLACE FOR BOTH DIRECTIONS OF TRAVEL.
  - CONTRACTOR SHALL BE REQUIRED TO OBTAIN CITY OF MADISON LANE CLOSURE PERMIT.



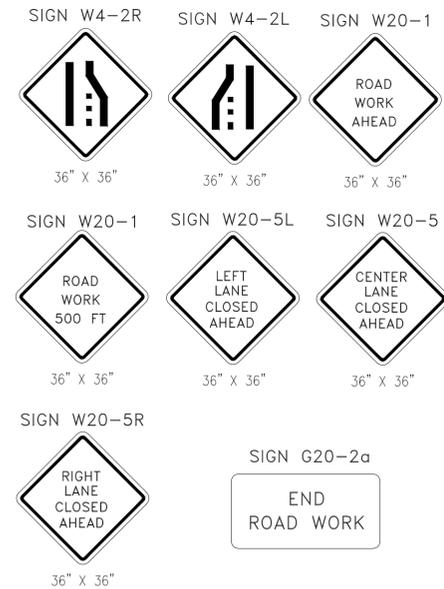
SCHEME 4 - INSIDE LANE CLOSURE

- NOTES:
- CONSTRUCTION ACTIVITY THAT REQUIRES LEFT LANE CLOSURE - DETECTION INSTALLATION, SIGNAL CONSTRUCTION THAT ENCROACHES INTO LANE, ETC.
  - SIMILAR TRAFFIC CONTROL MUST BE IN PLACE IF CONSTRUCTION OCCURS ON THE OTHER SIDE OF ROAD. IF CONSTRUCTION IS ON BOTH SIDES OF ROAD, CONTROL DEVICES MUST BE IN PLACE FOR BOTH DIRECTIONS OF TRAVEL.
  - CONTRACTOR SHALL BE REQUIRED TO OBTAIN CITY OF MADISON LANE CLOSURE PERMIT.

TRAFFIC CONTROL NOTES:

- THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN TRAFFIC CONTROL DEVICES TO CONFORM TO THE LATEST EDITION OF THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADEQUATELY SECURE THE WORK AREA.
- THE TRAFFIC CONTROL SCHEMES SHOWN HAVE BEEN DEVELOPED IN CONFORMANCE WITH THE MUTCD. THE DEVICES SHOWN REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL CONTROL DEVICES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL SAME AS OUTLINED IN THE MUTCD, PART VI.
- ALL TRAFFIC CONTROL DEVICES REQUIRED FOR WORK WITHIN THE ROADWAY SHALL BE IN PLACE PRIOR TO THE CONTRACTOR BEGINNING WORK.
- ALL PORTABLE SIGNS SHALL BE REMOVED WHEN NOT IN USE OR AT THE END OF THE WORK DAY.
- THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN ALL TRAFFIC CONTROL DEVICES DURING ALL PHASES OF WORK AND ENSURE THAT ALL TRAFFIC CONTROL DEVICES ARE IN PROPER ALIGNMENT ACCORDING TO THE TRAFFIC HANDLING PLAN.
- ALL TRAFFIC CONTROL DEVICES SHOWN IN SCHEME #1 SHALL REMAIN IN PLACE DURING ALL CONSTRUCTION.
- PERMANENT OR TEMPORARY CONSTRUCTION SIGNS WHICH ARE NOT APPLICABLE OR INAPPROPRIATE FOR THE CURRENT CONDITIONS SHALL BE COVERED OR REMOVED.
- HAZARDOUS CONDITIONS ON OPEN ROADWAYS SUCH AS PAVEMENT DROP OFFS; CONSTRUCTION MATERIALS, VEHICLES, OR EQUIPMENT STORED OR PLACED WITHIN THE ROADWAY RIGHT OF WAY; AND OPEN TRENCHES ACROSS OR NEAR THE ROADWAY SHALL NOT BE ALLOWED UNLESS THE CONTRACTOR IS ON SITE AND WORKING, AND PROPER TRAFFIC CONTROL MEASURES ARE BEING TAKEN.
- THE CONTRACTOR SHALL KEEP OPEN ROADWAYS CLEAN AND FREE OF CONSTRUCTION DEBRIS, DIRT, LOOSE GRAVEL, OR OTHER MATERIAL THAT MAY CAUSE HAZARDOUS DRIVING CONDITIONS.
- TRAFFIC CONTROL DEVICES SHALL MEET THE STANDARD MATERIAL AND INSTALLATION REQUIREMENTS SPECIFIED IN THE CURRENT EDITION OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION.
- TRAFFIC CONTROL SCHEMES HAVE BEEN DEVELOPED USING A DESIGN SPEED OF 45 M.P.H.

REQUIRED SIGNS:



LEGEND:

- POST MOUNTED SIGN
- ➔ PORTABLE ARROW PANEL
- ⊗ REQUIRED SIGN (PORTABLE)
- ▨ WORK AREA
- CHANNELIZING DRUMS



NO.	REVISIONS	DRN	CHK	DATE

3644 Vann Road, Suite 100  
Birmingham, Alabama 35235  
Telephone: (205)655-8855  
Fax: (205)655-8825  
www.skipperinc.com

**SKIPPER**  
CONSULTING INC

US 72 AT JACK CLIFF BLVD  
MADISON, ALABAMA

TRAFFIC CONTROL PLAN

DATE	SCALE	DRAWN BY	CHECKED	PROJECT NO.
AUG 2025	AS SHOWN	CBW	DPS	1895-007
SHEET NO.	TS5			

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# Clift Home Place, LLC

2101 Clinton Ave. W., Suite 201  
Huntsville, AL 35805

February 6, 2026

Megan Zingarelli  
City Attorney  
City of Madison, AL  
E: megan.zingarelli@madisonal.gov

## VIA EMAIL

**Re: Traffic Signal Modification at U.S. Highway 72 and Jack Clift Boulevard in the City of Madison, Alabama**

Dear Megan,

I am writing on behalf of my client, Clift Home Place, LLC (“CHP”), with respect to the proposed traffic signal modification at the intersection of U.S. Highway 72 and Jack Clift Boulevard in Madison, Alabama (the “Project”). In connection with the Project, we are in receipt of, and reference is hereby made to, the following:

- (a) Traffic Signal Modification Plans for the Project dated August 27, 2025, prepared by Skipper Consulting, Inc. for Mullins, LLC (the “Plans”), a copy of which is attached as **Exhibit A**; and
- (b) Preliminary List of Quantities and Costs Estimate prepared by Skipper Consulting, Inc. (the “Budget”), a copy of which is attached as **Exhibit B**.

We understand that the City has proposed to approve the Project to be completed in accordance with the Plans, subject to CHP’s agreement to engage the contractor(s) for the Project; manage the construction of the Project to completion, including without limitation any required coordination with ALDOT regarding any hardware selection/procurement, lane closures and traffic control; and pay all direct, third-party construction costs required to complete the Project, as outlined above and in the Budget.

By this letter, CHP hereby confirms its commitment to perform as outlined above. CHP’s commitment set forth in this letter is limited to the scope of work described in this letter, the Plans and the Budget. Nothing in this letter is intended or shall be construed to obligate CHP for any costs of maintenance, future modifications or other unrelated expenses.

If you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,



David R. Beasley  
General Counsel

Enclosures

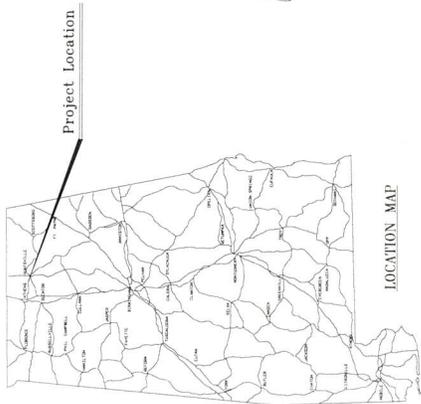
**EXHIBIT A**

**Plans**

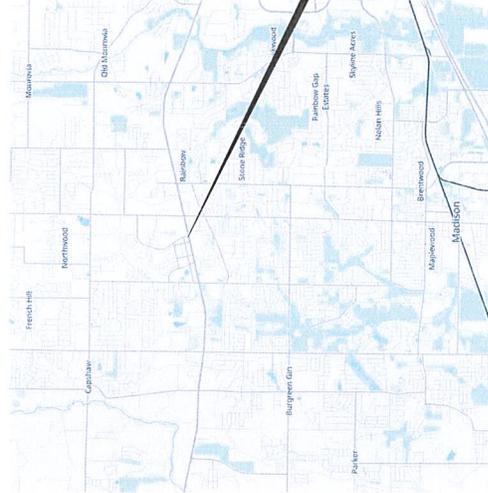
*(See Attached)*

# TRAFFIC SIGNAL MODIFICATION PLANS

US HIGHWAY 72 AT JACK CLIFT BOULEVARD  
MADISON, ALABAMA



PLANS PREPARED FOR:  
MULLINS, LLC.



PROJECT LOCATION MAP  
N.T.S.

## SHEET INDEX

NO.	DESCRIPTION
TS1	TITLE SHEET
TS2	TRAFFIC SIGNAL NOTES
TS3	TRAFFIC SIGNAL LAYOUT
TS4	TRAFFIC SIGNAL DETAILS
TS5	TRAFFIC CONTROL PLAN



PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

Date: Aug. 2025  
Sheet No: TS1  
3644 Vann Road, Suite 100  
Birmingham, Alabama 35235  
Telephone: (205)958-8855  
Fax: (205)958-8825  
www.skipperinc.com

**SKIPPER**  
CONSULTING INC





NO.	REVISIONS	BY	CHK.	DATE

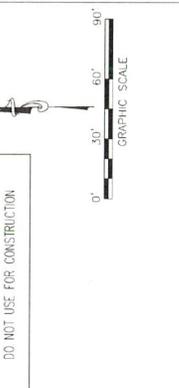
3644 Varn Road, Suite 100  
 Birmingham, Alabama 35296  
 Telephone (205) 854-8855  
 Fax (205) 854-8828  
 www.skipper.com

**SKIPPER**  
 CONSULTING INC

US 72 AT JACK CLIFT BLVD  
 MADISON, ALABAMA

DATE	10/20/2025
SHEET NO.	153
PROJECT NO.	2025-001
DRWING NO.	153
DATE	10/20/2025
BY	
CHKD	
APP'D	
SCALE	

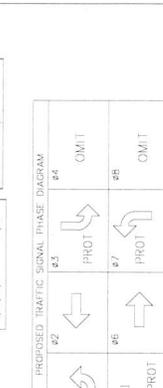
**PRELIMINARY PLANS**  
 DO NOT USE FOR CONSTRUCTION



EXISTING SIGNAL HEADS (REMOVED)	EXISTING SIGNAL HEADS (RETAINED)	EXISTING SIGNAL HEADS (REMOVED)
4, 8	1, 3, 5, 7	2, 6

REQUIRED SIGNAL HEAD
7

PROPOSED TRAFFIC SIGNAL PHASE DIAGRAM			
#1	PROT	#2	OMT
#3	PHOT	#4	OMT
#5	PHOT	#6	PHOT
#7	PHOT	#8	OMT

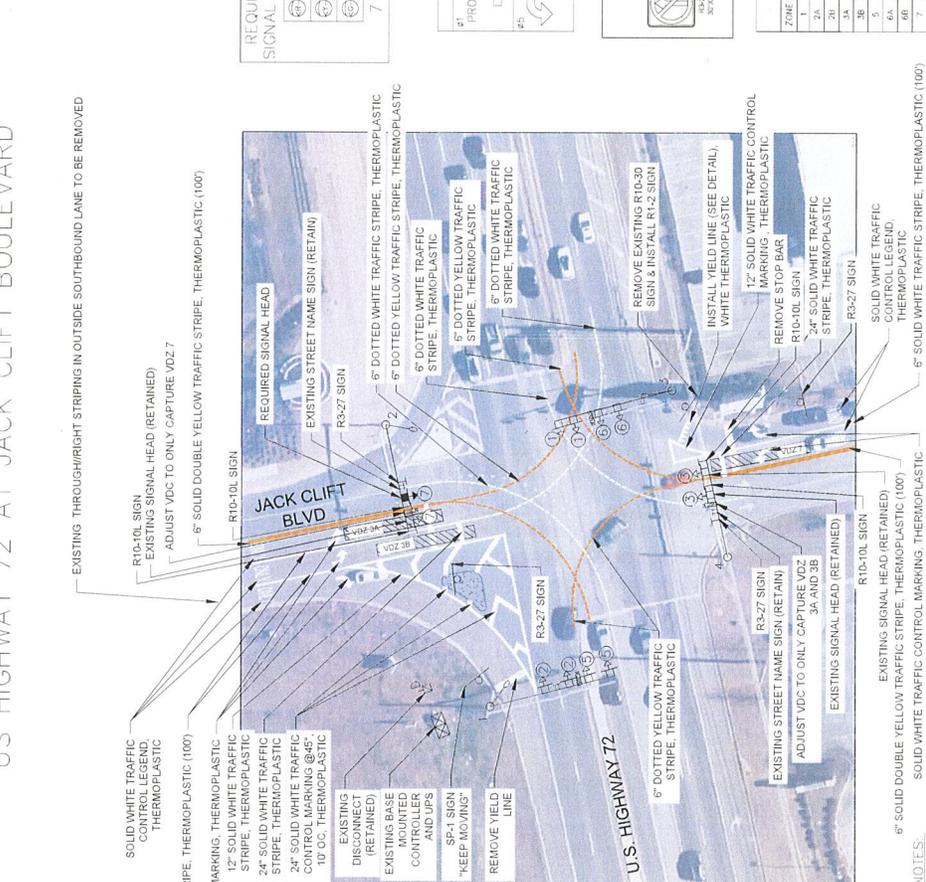


VIDEO DETECTION ZONE CHART			
ZONE	PHASE	SIZE	TYPE
1	1	N/A	N/A
2	2	N/A	N/A
3A	3	N/A	N/A
3B	3	6'x24"	PRESENCE
4	4	N/A	N/A
5	5	N/A	N/A
6	6	N/A	N/A
7	7	6'x24"	PRESENCE

NOTE: ONLY PROPOSED DETECTION ZONES ARE SHOWN.

**LEGEND**  
 EXISTING REQUIRED  
 PAD MOUNTED CONTROLLER W/UPS CABINET  
 TRAFFIC SIGNAL HEAD W/HACK/PLATE  
 STEEL SIGNAL POLE W/MAST ARM  
 LUMINAIRE ASSEMBLY  
 SIGN, MAST ARM MOUNTED  
 DISCONNECT W/SERVICE POLE  
 VIDEO DETECTION SYSTEM  
 DETECTION ZONE  
 POST MOUNTED SIGN

**TRAFFIC SIGNAL MODIFICATION LAYOUT**  
**US HIGHWAY 72 AT JACK CLIFT BOULEVARD**



**GENERAL NOTES:**

- THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ZONE TRAFFIC CONTROL. FOR THOSE WORK ITEMS THEY WILL UNDERTAKE AND TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL GENERAL TRAFFIC CONTROL PLANS ARE PROVIDED AS A PART OF THIS CONSTRUCTION PLAN SET. THE PLANS ARE NOT ALL INCLUSIVE AND IT SHALL BE THE INSTALLER'S RESPONSIBILITY TO IMPLEMENT WORK ZONE TRAFFIC CONTROL PER THE MUTCD REQUIREMENTS.
- ALL STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING SHALL BE REMOVED.
- ALL PERMANENT TRAFFIC CONTROL MARKINGS SHALL BE WHITE CLASS 2 TYPE A REFLECTIVE THERMOPLASTIC INSTALLED AS PER SECTION 703 OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2022. ALL STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING SHALL BE REMOVED.
- UNLESS OTHERWISE NOTED, ALL PRESENCE ZONES SHALL EXTEND 3 FEET BEYOND THE STOP LINE.
- CONTRACTOR SHALL MAKE ALL REQUIRED ADJUSTMENTS TO THE VIDEO DETECTION EQUIPMENT PER THE MANUFACTURER'S REQUIREMENTS TO DETECT EACH DETECTION ZONE SHOWN ON PLANS.
- ALABAMA DEPARTMENT OF TRANSPORTATION AND THE CITY OF MADISON FOR ALL TRAFFIC SIGNAL EQUIPMENT AND MATERIALS ON THIS PROJECT IS REQUIRED PRIOR TO COMMENCING WORK.
- ALL TRAFFIC SIGNAL EQUIPMENT PRESENT ON SIGNAL POLE 1 AND SIGNAL POLE 3 SHALL REMAIN AS IS.
- TO ALL EXISTING TRAFFIC SIGNAL HEADS TO BE RETAINED MAY BE ADJUSTED AS NECESSARY TO PROVIDE FOR THE PLAN AS SHOWN.
- STOP-AND-GO OPERATION: A MINIMUM OF TWO (2) UNIFORMED POLICE OFFICERS TO DIRECT TRAFFIC AT INTERSECTION ANY TIME THE TRAFFIC SIGNAL IS NOT IN OPERATION.
- ALL MODIFICATIONS TO BE MADE INSIDE THE TRAFFIC SIGNAL CONTROLLER CABINET SHALL INCLUDE ALL REQUIRED CABLING, MOUNTING HARDWARE, MISCELLANEOUS ITEMS, AND PROGRAMMING/ADJUSTMENT OF DEVICES TO ENSURE COMPLETE AND OPERATIONAL SYSTEMS.
- CONTRACTOR SHALL CONTACT WARE OULAN WITH THE CITY OF MADISON PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AT 256-950-9749.

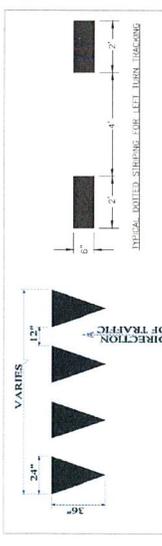
**CONDUCT AND CONDUCTOR SCHEDULE (FOR MODIFICATION)**

CONDUCT	CONDUCTOR	FROM	TO
EXISTING	4674 AWD/MSA 304	RETAINED SIGNAL HEAD 7	REQUIRED SIGNAL HEAD 7

**SUGGESTED LOCAL CONTROLLER PROGRAMMING CHART**

PHASE	MIN. INITIAL	PASSAGE	YELLOW ALL RED	MAX 1	MAX 2	WALK	EDW	RED ONSET	MIN. RED ONSET	PHASE OMIT	NON-LOCK
1	7.0	3.0	4.7	1.6	20.0	20.0	-	-	Y	N	Y
2	20.0	2.2	4.7	1.6	60.0	60.0	-	-	Y	N	Y
3	7.0	3.0	4.5	2.0	50.0	50.0	-	-	Y	N	Y
4	7.0	3.0	4.7	1.6	20.0	20.0	-	-	Y	N	Y
5	20.0	2.2	4.7	1.6	60.0	60.0	-	-	Y	N	Y
6	7.0	3.0	4.5	2.0	50.0	50.0	-	-	Y	N	Y
7	7.0	3.0	4.5	2.0	50.0	50.0	-	-	Y	N	Y
8											

LOCAL SIGNAL THINGS SHALL BE INSTALLED BY THE SIGNAL CONTRACTOR



**STRIPING DETAILS**  
 AREA = APP 3.00 SQ FT PER TRIANGLE

REMOVE PHASES 4 AND 8 TRAFFIC SIGNAL HEADS, AS SHOWN. REMOVE EXISTING R10-3D SIGNS. REMOVE TRAFFIC SIGNAL EQUIPMENT TO BE DELIVERED TO THE CITY OF MADISON.

**\* ESTIMATED EQUIPMENT AND MATERIALS SCHEDULE**

QTY	UNIT	DESCRIPTION
1	LS	TRAFFIC SIGNAL CONTROLLER/ADJUSTMENT
1	LS	SIGN REMOVAL
1	LS	STRIPING STRIPING AS NECESSARY
300	LN FT	6" TRAFFIC STRIPE SOLID WHITE THERMOPLASTIC
415	LN FT	6" TRAFFIC STRIPE DOTTED WHITE (2'x4'), THERMOPLASTIC
500	LN FT	6" TRAFFIC STRIPE DOTTED YELLOW (2'x4'), THERMOPLASTIC
200	LN FT	6" TRAFFIC STRIPE SOLID DOUBLE YELLOW THERMOPLASTIC
140	LN FT	12" TRAFFIC STRIPE SOLID WHITE THERMOPLASTIC
30	LN FT	12" TRAFFIC STRIPE SOLID WHITE THERMOPLASTIC
3	EA	PAVEMENT MARKINGS LEFT ARROW, THERMOPLASTIC
2	EA	PAVEMENT MARKINGS RIGHT ARROW, THERMOPLASTIC
5	EA	SIGNAL HEAD (LED), BLACK, 3-SECTION W/ BACK BACKPLATES AND ATTACHMENT HARDWARE (R10-10L)
1	EA	40'x14' TRAFFIC SIGNAL CABINET (MSA NO. 20-1)
20	LN FT	40'x14' TRAFFIC SIGNAL CABINET (MSA NO. 20-1)
4	EA	SPAN MOUNTED SIGN - 30" x 36" (R10-10L) WITH ATTACHMENT HARDWARE
2	EA	SPAN MOUNTED SIGN - 30" x 36" (R3-27) WITH ATTACHMENT HARDWARE
1	EA	R1-2 SIGN - 48" x 48" POST MOUNTED
1	EA	R1-2 SIGN - 48" x 48" POST MOUNTED
1	EA	R1-2 SIGN - 48" x 48" POST MOUNTED
1	EA	REMOVAL/RELOCATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT
1	EA	EQUIPMENT AND MATERIALS SHOWN ARE ESTIMATES. THE INSTALLER IS RESPONSIBLE FOR VERIFYING EQUIPMENT AND MATERIALS REQUIRED TO INSTALL A COMPLETE TRAFFIC SIGNAL INSTALLATION.





**EXHIBIT B**

**Budget**

*(See Attached)*

**Preliminary List of Quantities and Costs Estimate**

Intersection: US Highway 72 at Jack Clift Boulevard  
 Location: Madison, Alabama

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Installed Unit Price</u>	<u>Installed Total Price</u>
<b><u>Cabinets and Controllers</u></b>				
1	ls	controller cabinet modifications (add phase and loop)	\$550.00	\$550
<b><u>Vehicle Detection Devices and Cameras</u></b>				
2	ea	adjust detection device location (camera or radar)	\$1,500.00	\$3,000
<b><u>Signal Heads</u></b>				
1	ea	traffic signal head, one way, three section, 12", red, yellow, green, all LED	\$1,558.00	\$1,558
1	ea	Astro-Brac signal head mounting bracket	\$250.00	\$250
4	ea	signal head removal	\$250.00	\$1,000
<b><u>Cables and Wiring</u></b>				
20	lf	4c#14 signal cable	\$1.82	\$36
<b><u>Signing and Traffic Control</u></b>				
10	ea	sign, 30"x36", with mounting hardware	\$850.00	\$8,500
1	ea	sign removal, including one (1) post	\$100.00	\$100
16	hour	off duty police officer	\$61.94	\$991
<b><u>Striping</u></b>				
132	lf	yield line, thermoplastic	\$10.00	\$1,320
150	lf	24" solid line, thermoplastic	\$20.00	\$3,000
1380	lf	6" solid line, thermoplastic	\$5.00	\$6,900
915	lf	4"-6" dotted traffic stripe, thermoplastic (white or yellow)	\$4.50	\$4,118
5	ea	arrow (16.46 sf), thermoplastic	\$165.00	\$825
5	ea	only (22.41 sf), thermoplastic	\$225.00	\$1,125
250	sf	removal of striping, thermoplastic	\$7.00	\$1,750
			<b>subtotal</b>	<b>\$35,023</b>
			<b>+7.5% mobilization</b>	<b>\$2,627</b>
			<b>+1.5% geometric controls</b>	<b>\$525</b>
			<b>+2.75% construction fuel</b>	<b>\$963</b>
			<b>+15% contingencies</b>	<b>\$5,253</b>
			<b>grand total</b>	<b>\$44,392</b>

**RESOLUTION NO. 2026-072-R****A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL SERVICES FOR RENOVATIONS TO MADISON CITY HALL**

**WHEREAS**, the City of Madison desires to secure professional architectural services in connection with the design and related services for renovations to Madison City Hall, located at 100 Hughes Road; and

**WHEREAS**, Goodwyn Mills Cawood, LLC, is qualified and experienced in providing such architectural services; and

**WHEREAS**, the proposed agreement is in the form of an American Institute of Architects (AIA) Standard Form Agreement, which provides for compensation to be calculated as a percentage of the Cost of the Work; and

**WHEREAS**, The City desires to enter into said agreement, subject to the terms and conditions therein and subject to the availability of budgeted funds.

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

1. That the City Council hereby authorizes the Mayor to execute, and City Clerk-Treasurer to attest, an American Institute of Architects (AIA) Agreement (“Agreement”) with Goodwyn Mills Cawood, LLC, for architectural services for City Hall renovations, as provided in the Agreement attached to this Resolution.
2. That compensation under the Agreement shall be calculated as a fee equal to 8.75% of the Cost of the Work, as provided in the Agreement, subject to available budgeted funds and any limitations stated therein.

**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 Goodwyn Mills Cawood, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

**READ, APPROVED, AND ADOPTED** this 9th day of February 2026.

---

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of February 2026.

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



# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-Ninth day of January in the year Two Thousand Twenty-Six.

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:

*(Name, legal status, address and other information)*

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

and the Architect:

*(Name, legal status, address and other information)*

Goodwyn Mills Cawood, LLC  
117 Jefferson Street North  
Huntsville, AL 35802

for the following Project:

*(Name, location and detailed description)*

Madison City Hall Renovations  
100 Hughes Road, Madison, AL 35758

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Owners program shall be developed during the initial planning meetings with City departmental personnel.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project will consist of renovation and fit out of 5 departments within City Hall as well as upgrades to finishes, lighting, and bathrooms in common areas.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

One million seven hundred thousand dollars (\$1,700,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Design and construction drawings shall be completed no later than 180 days after the effective date of this Agreement.

**.2 Construction commencement date:**

TBD

**.3 Substantial Completion date or dates:**

TBD

**.4 Other milestone dates:**

NA

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

**Competitive Bid**

Construction will take place over 5 phases with a construction time of approximately 18 months. Design will include all phases of construction and will life safety planning will accommodate each phase.

- Phase 1 – Approximately 3,400 SF
- Phase 2 – Approximately 1,100 SF
- Phase 3 – Approximately 2,800 SF
- Phase 4 – Approximately 1,400 SF
- Phase 5 – Approximately 6,700 SF

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Gerald Smith, Director of Facilities and Grounds  
 100 Hughes Road,  
 Madison, AL 35758  
 256-772-5641  
[Gerald.smith@madisonal.gov](mailto:Gerald.smith@madisonal.gov)

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

TBD

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

**.1 Geotechnical Engineer:**

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Any third party testing if required or necessary. Cost estimating if requested shall be facilitated by the Architect but retained by the Owner.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Jeffrey Parnell, Project Manager  
Goodwyn Mills Cawood, LLC  
117 Jefferson Street North  
Huntsville, AL 35802  
(256) 539-3431  
[jeffrey.parnell@gmcnetwork.com](mailto:jeffrey.parnell@gmcnetwork.com)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Plumbing Engineer:

Andreas Haun, PE  
Rocket MEP  
1300 Meridian St, Ste. 302  
Huntsville, AL 35801  
470-606-1660  
[Andreas@rocketMEP.com](mailto:Andreas@rocketMEP.com)

.2 Mechanical Engineer:

Andreas Haun, PE  
Rocket MEP  
1300 Meridian St, Ste. 302  
Huntsville, AL 35801  
470-606-1660  
[Andreas@rocketMEP.com](mailto:Andreas@rocketMEP.com)

.3 Electrical Engineer:

John T. Danilson, Jr. PE  
Rocket MEP  
1300 Meridian St, Ste. 302  
Huntsville, AL 35801  
407-454-4471

Andreas@rocketMEP.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

NA

§ 1.1.12 Other Initial Information on which the Agreement is based:

The project will be constructed in phases per the Owner's discretion, but will be fully designed under this agreement.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000.00 ) for each occurrence and four million dollars (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) each employee, and one million dollars (\$ 1,000,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and four million dollars (\$ 4,000,000.00 ) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide endorsements and certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. In addition, Architect shall provide waivers of subrogation in favor of Owner on its Workers' Compensation, Commercial General Liability, Umbrella Liability, and Automobile insurance policies.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) prequalifying bidders and obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 reviewing prequalification submittals and helping Owner to evaluate which bidders should be prequalified to submit a bid.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. A total of 36 onsite visits are expected. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's

submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any

other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided (Note 1)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Applicable (Note 2)
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner (Note 3)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Applicable

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§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided (Note 2)
§ 4.1.1.30 Other Supplemental Services	Not Provided

### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Note 1; A concept will be developed with test fits as necessary through the schematic design phase. Changes made post schematic design shall be subject to additional services per hourly rates or subsequent lump sum negotiation.

Note 2; The Architect can coordinate the Owners consultants or other specialty consultants, however time may subject to additional services per the hourly rates attached.

Note 3; Third party commissioning is not part of this agreement, however the engineers of record will provide code required commissioning during the punch list.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the

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- Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 During the Construction Phase, upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services in the amounts listed below for each of the five (5) phases of the Project. The Architect may provide said services exceeding the limits set forth below for each of the five (5) phases of the Project as Additional Services pursuant to written approval of the Owner. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Two ( 2 ) visits per month to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to retain the Contractor to construct all elements of the Project designed or specified by the Architect as specified in the bid package for the Work. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner will cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsible and responsive bid, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.1.4** The Architect shall indemnify and hold harmless the Owner and the Owner's officers, officials, and employees from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, provided that such claim, damage, loss, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent they are caused by the negligent acts or omissions, or the willful misconduct of the Architect, its employees, and its consultants in the performance of services under this Agreement. The Architect's duty to indemnify the Owner, and Owner's officers, officials, agents, and employees under this provision shall be

limited to the available proceeds of insurance coverage provided under this Agreement. Architect will reimburse Owner for defense costs to the extent it is found negligent.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Prior to engaging in litigation, the Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner provides written notice to suspend the Project, the Architect shall treat such suspension notice as a "stop work" order, and immediately suspend its work on the Project. When the Project is resumed, the Architect may be compensated for necessary expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonably and necessary costs attributable to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

\$10,000.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the state of Alabama, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

N/A

- .2 Percentage Basis  
(Insert percentage value)

Eight and Seventy-Five Hundredths (8.75 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Per Architect's attached hourly rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Per Architect's attached hourly rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten percent ( 10 %)
Design Development Phase	Fifteen percent ( 15 %)
Construction Documents Phase	Fifty percent ( 50 %)
Procurement Phase	Five percent ( 5 %)
Construction Phase	Twenty percent ( 20 %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. The Architects total compensation shall be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work including project cost agreed to by the Owner to be executed by a construction contract.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.

See Attachment A.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants'

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- expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
  - .10 Site office expenses;
  - .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
  - .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments [Intentionally deleted]

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice, terms net thirty (30) days.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

NA

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

NA

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- [ X ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ X ] Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Attachment A – 2025 Standard Rate and Fee Schedule

.4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*  
  
**BY: Mayor Ranae Bartlett**  
\_\_\_\_\_  
*(Printed name and title)*

  
\_\_\_\_\_  
**ARCHITECT** *(Signature)*  
  
**BY: Jay Purkey, AIA**  
\_\_\_\_\_  
*(Printed name, title, and license number if required)*

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

2026  
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 310.00
Senior Vice President	\$ 290.00
Vice President	\$ 270.00
Senior Professional (Architect, Engineer, Regional Technical Leader, Surveyor, Interior Design, Scientist, Planner, Manager)	\$ 260.00
Professional III (Architect, Engineer, Design Manager, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 240.00
Professional II (Architect, Engineer, State Technical Leader, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 220.00
Professional I (Architect, Engineer, Design Coordinator, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 200.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 165.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 150.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 120.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 165.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 150.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 125.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 100.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 125.00
Administrative Assistant II	\$ 100.00
Administrative Assistant I	\$ 80.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 385.00
Survey Crew (three-man survey crew)	\$ 305.00
Survey Crew (two-man survey crew)	\$ 225.00
Field Tech III	\$ 125.00
Field Tech II	\$ 100.00
Field Tech I	\$ 80.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.725 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

**ORDINANCE NO. 2026-077**

**AN ORDINANCE TO AMEND POLICY 3:  
SERVICE CATEGORIES AND EMPLOYMENT STATUS  
OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

**WHEREAS**, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Policy 3: Service Categories and Employment Status, on March 10, 2025, by Ordinance No. 2025-065; and

**WHEREAS**, upon the recommendation of the City Council’s Human Resources Committee, the City Council desires to amend said Policy 3: Service Categories and Employment Status in the manner set forth in this Ordinance;

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

**Section 1.** That the following proposed revisions are hereby adopted and that the current Policy Section 3 will be replaced to incorporate the proposed revised policy changes summarized as follows and attached in full to this Ordinance:

- Adds Director of Operations and Communications to the Unclassified Service Employee position list as a new Department Head position.
- Updates Mayor’s Aide listing in the Unclassified Service Employee positions.

**Section 2.** That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

**Section 3.** That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 3 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**Section 4.** That this Ordinance shall become effective upon adoption and publication.

**READ, PASSED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_ day of \_\_\_\_\_ 2026.

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

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: March 10, 2025

<b>SECTION 3 – SERVICE CATEGORIES AND PROBATIONARY PERIOD</b>			
<b>Section</b>	<b>Topic and Subsections</b>	<b>Subtopic</b>	<b>Pages</b>
<b>3.1</b>	<b>Service Categories</b>	<ul style="list-style-type: none"><li><input type="checkbox"/> <b>Regular Employees</b></li><li><input type="checkbox"/> <b>Probationary</b></li><li><input type="checkbox"/> <b>Temporary Employees</b></li><li><input type="checkbox"/> <b>Temporary Transfer Provisions</b></li><li><input type="checkbox"/> <b>Unclassified Service Employees</b></li><li><input type="checkbox"/> <b>Unclassified Officials</b></li><li><input type="checkbox"/> <b>Classified Service Employees</b></li></ul>	<b>2 – 5</b> <b>2</b> <b>2</b> <b>2 - 3</b> <b>4</b> <b>4 - 5</b> <b>5</b> <b>5 - 6</b>
<b>3.2</b>	<b>Probationary Period</b>		<b>6</b>

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

*Last Revision: March 10, 2025*

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**3.1 SERVICE CATEGORIES**

The service category of any employee shall be for the purpose of categorizing the employment in accordance with the anticipated length of employment, working hours, or other employment conditions.

**Regular,  
Full Time.**

A regular employee is hired on a full-time regular basis subject to the policies concerning probationary period, and termination for cause. The employee is expected to work the full work week as determined by the Department Head.

**Regular,  
Part-Time.**

A regular, part-time employee is hired for an indefinite period of time to work no more than 29 hours per week.

Department Heads must ensure that the number of hours a part-time regular employee works does not exceed 29 hours per week. Part-time service employment will not count as continuous years of service with the City if a part-time employee is later employed in a regular full-time position.

**Probationary.**

Initially, each individual hired, except exclusions stated below, will be placed in a probationary status for at least (1) year. Temporary employees are always considered probationary, due to their short-term employment. Aide to the Mayor and Aide to the Council positions are excluded from this provision since they serve solely at the pleasure of the Mayor or City Council, respectively, and could be terminated at any time, with or without cause.

A probationary status employee may be terminated at any time by the appointing authority, without a hearing and without recourse under these guidelines during the probationary period.

**Temporary  
Employees  
(Part-time and  
Full-time).**

Temporary employees are not eligible for any paid leave, holidays or benefits. Because of their short-term status, temporary employees are always considered probationary. Accordingly, temporary employees may be terminated at any time by the appointing authority, without a hearing and without recourse under these guidelines.

Temporary service employment will not count as continuous years of service if a temporary service individual is later appointed to regular full-

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

*Last Revision: March 10, 2025*

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time position.

**Temporary Full-Time.**

A temporary, full-time employee is hired for a limited period of time, no more than 120 work days within one (1) calendar year for the performance of specific tasks. The employee is expected to typically work a full workweek.

**Temporary Part-time.**

A temporary, part-time employee is hired for a limited period of time, less than one (1) year, for the performance of specific tasks and is terminated from the Payroll System for one (1) complete pay period before being eligible for another temporary position.

Department Heads must ensure that the number of hours a part-time employee works does not exceed 29 hours per week.

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: March 10, 2025

**Temporary  
Transfer  
Provisions.**

Temporary service individuals may not be transferred directly to a regular part-time or full-time position. However, they may apply for vacancies for a regular position in the same manner as an external applicant.

**Unclassified  
Service Employee.**

The unclassified service will include only those individuals who are approved by the City Council to be assigned to such service. Normally, such assignments will include department heads and aides to the City Council or Mayor. It is the intent of this section to create a category of service that is to be distinguished from the classified service. The unclassified service includes, but is not limited to, the following positions:

Chief of Police
City Attorney
City Clerk-Treasurer
City Engineer
Council's Aide
Director, Building
Director, Facilities and Grounds
Director, Finance Department
Director, Human Resources
Director, Information Technology
Director, Planning
Director, Public Works Department
<b>Director, Operations and Communications</b>
Director, Recreation Department
Director, Revenue Department
Fire Chief
<b>Mayor's Aide (Assigned Title and Appointed by the Mayor)</b>
Municipal Court Clerk

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: March 10, 2025

Full-time, unclassified service employees are eligible to participate in City employee benefits, including group medical insurance and life insurance, Alabama state retirement, paid annual leave and sick leave, and holiday pay. The city personnel system will apply to unclassified service employees the same as classified service employees, except as hereinafter provided.

The City Clerk-Treasurer, Police Chief, and Fire Chief are considered to be officers of the City pursuant to Ala. Code § 11-43-81 and are appointed by the City Council. The City Council will select the City Attorney; and the Mayor is responsible for the appointment of all other unclassified service personnel. The authority to separate those unclassified employees who are designated as officers shall be as specified in Ala. Code § 11-43-81, as it may be amended. Aide to the Mayor position shall serve completely at the pleasure of the Mayor. Aide to the Council position shall serve completely at the pleasure of the Council. Aide to the Mayor and Aide to Council positions may be terminated at any time, with or without cause, without a hearing and without recourse. All other unclassified employees may be separated as provided in these policies and procedures.

**Unclassified**

**Officials.**

City Council may appoint unclassified officials of the City (including, but not limited to, the Municipal Judge and Associate Judge). Judges are not eligible for any paid leave or holidays or benefits (other than participation in RSA-1). Pay shall be determined by the City Council at the time of appointment. In the event the City Council approves COLA increase(s) for City employees during the term of Judge appointment, the COLA increase shall be applied to the rate of compensation for the Presiding Municipal Judge and Alternate Municipal Judge.

**Classified Service.**

The classified service includes regular full-time and regular part-time employees, not included in the unclassified service of the city.

Full-time regular classified service employees are eligible to participate in all City provided employee benefits, including group medical insurance and life insurance, Alabama state retirement, annual and sick leave, and holiday pay.

Part-time regular classified service employees are not eligible for any paid leave or benefits, with the exception of the following:

- Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly scheduled to work (up to 8 hours) unless the employee is scheduled to

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

*Last Revision: March 10, 2025*

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work at least the same number of hours that they normally work during the

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: March 10, 2025

holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.

- Regular part-time employees must participate in the Alabama state employee retirement system (effective January 5, 2004).

**3.2 PROBATIONARY PERIOD**

The probationary period is an integral part of the selection procedure, allowing for training, observation and evaluation of an employee’s skills, conduct and performance in order to determine fitness for regular status in the position, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose skills, performance, or behaviors do not meet the required standard. Aide to the Mayor and Aide to the Council positions are excluded from this provision since they serve solely at the pleasure of the Mayor and City Council, respectively and may be terminated at any time with or without cause. Unclassified officials are also excluded from this provision.

**Duration of Probation Period.**

Each new employee hired to fill an authorized regular position (with the exception of Aide to Mayor and Aide to Council) shall be required to complete a probationary period for observing the employee’s ability to perform the various duties of the position. The probationary period for new employees shall begin immediately upon hire and continue for up to one (1) year. This probationary period may or may not be extended at the City’s discretion due to significant unforeseen and “approved” absences with required documentation. Any concerns requiring an extension of the probationary period shall be documented prior to the employee’s one (1) year anniversary. A probationary employee may be reprimanded, suspended, reduced in pay or class, or terminated at any time during the probationary period with no right of review for such action.

If a probationary employee is terminated, the Department Head must complete a Probationary Dismissal Form and a Termination Record Form.

**ORDINANCE NO. 2026-054****AUTHORIZATION OF A JOINT PURCHASING AGREEMENT BY AND BETWEEN  
THE CITY OF MADISON, ALABAMA, AND  
HUNTSVILLE, ALABAMA**

**WHEREAS**, the City of Madison, Alabama (hereinafter, “Madison”), and the City of Huntsville, Alabama (hereinafter, “Huntsville”), desire to enter into a Joint Purchase Agreement pursuant to the terms of Alabama Code § 41-16-50(c) to provide for the purchase of light duty vehicles; and

**WHEREAS**, Huntsville currently holds a contract with Woody Anderson Ford, Inc. and Donohoo Chevrolet (Contract #5202615A) ratified via Huntsville Resolution No. 25-963 adopted on December 4, 2025; and

**WHEREAS**, Contract #5202615A was established pursuant to a competitive bid process executed by the City of Huntsville in full accord with the Alabama Competitive Bid law; and

**WHEREAS**, Huntsville agrees to allow Madison to utilize its contract with Woody Anderson Ford, Inc., to purchase Light Duty Vehicles pursuant to its letter dated January 20, 2026; and

**WHEREAS**, Madison’s utilization of Huntsville’s existing contract with Woody Anderson Ford, Inc. shall provide lower costs to Madison and serves a public purpose with such lower pricing for said vehicles.

**NOW, THEREFORE, BE IT RESOLVED** that by adoption of this Ordinance, Madison expresses its approval of the agreement set out herein below to provide for joint purchasing by Madison and Huntsville on the following terms:

1. Madison may, at its option, elect to purchase any light duty vehicle designated and priced

through Huntsville’s Contract #5202615A; and

- 2. Madison will order directly from the vendor and pay the vendor directly for any vehicle enumerated under Huntsville’s contract with Woody Anderson Ford; and
- 3. Each party to this Agreement shall be responsible for purchasing and paying for its agreed upon purchase of a light duty vehicle; and
- 4. This Ordinance, after its adoption and execution, shall be effective to constitute a Joint Purchasing Agreement with Huntsville, Alabama, upon the City of Madison’s acceptance of Huntsville’s January 20, 2026, Letter offer to enter into this joint purchasing agreement (**Attachment A: January 20, 2026, Huntsville Offer Letter**).

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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



**HUNTSVILLE**  
The Star of Alabama  
Finance Department  
Procurement Services Division

January 20, 2026

City of Madison  
Megan Zingarelli, City Attorney  
100 Hughes Road  
Madison, AL 35758

RE: Utilization of City of Huntsville New Light Duty Vehicles Contract (#5202615A)

Dear Ms. Zingarelli:

This letter serves as written authorization granting the City of Madison, Alabama permission to utilize the New Light Duty Vehicles contract the City currently holds with Woody Anderson Ford. This contract was competitively solicited under Invitation to Bid (IFB) No. 5-2026-15 and was awarded December 4, 2025, pursuant to Resolution No. 24-963.

This contract is currently in its initial term which commenced on December 4, 2025, and set to expire on December 3, 2026. At the City's discretion, this contract may be renewed for two additional one-year terms.

The pricing structure, product and service offerings made available under this contract are detailed in the attached resolution, IFB, and pricing schedule. If you have any questions regarding this contract, you may contact Tomasa Buis, Procurement Analyst II at [tomasa.buis@huntsvilleal.gov](mailto:tomasa.buis@huntsvilleal.gov) as she manages this contract. Questions regarding product and services offerings may be directed to John Lang at [john.lang@huntsvilleal.gov](mailto:john.lang@huntsvilleal.gov).

Sincerely,

Tamara M. Yancy  
Procurement Manager

CC: Richard Wilkinson, Director of General Services and Fleet Services  
Matt Gardner, Fleet Services Manager  
Tomasa Buis, Procurement Analyst II

**The Star of Alabama**

P.O. Box 308 • Huntsville, AL 35804-0308 • Phone 256-427-5060  
[huntsvilleal.gov](http://huntsvilleal.gov)

**RESOLUTION NO. 2026-045-R**

**WHEREAS**, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City’s Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

**George Barren’s request to zone property located at 261 Hughes Road, south of Old Madison Pike and east of Hughes Road, from R-1B (Low Density Residential District) to B2 (Community Business District), and**

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

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

**SECTION 1.** A public hearing will be held by the City Council on March 23, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

**SEE ATTACHMENT A**

**SECTION 2.** This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 9<sup>th</sup> day of February 2026.

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

**ATTEST:**

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

Approved this 9<sup>th</sup> day of February 2026.

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

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on February 18, 2026

***Attachment A***

**PROPOSED ORDINANCE NO. 2026-046**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &  
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS B2  
(COMMUNITY BUSINESS DISTRICT).**

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

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as B2 (Community Business District):

261 HUGHES ROAD

ALL THAT PART OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH 88 DEGREES 33 MINUTES 00 SECONDS EAST 330.00 FEET TO A POINT AND SOUTH 01 DEGREES 26 MINUTES 00 SECONDS WEST 450.00 FEET TO AN IRON PIN FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 54 MINUTES 28 SECONDS WEST 104.76 FEET TO A HEX FOUND; THENCE SOUTH 01 DEGREES 34 MINUTES 26 SECONDS WEST 104.61 FEET TO A HEX HEAD FOUND; THENCE NORTH 88 DEGREES 39 MINUTES 12 SECONDS WEST 150.17 FEET TO A 5/8 CAPPED REBAR FOUND; THENCE SOUTH 02 DEGREES 02 MINUTES 59 SECONDS WEST 58.15 FEET TO A 3/4" IRON ROD FOUND; THENCE 87 DEGREES 59 MINUTES 48 SECONDS WEST 138.82 FEET TO A 1/2" CAPPED REBAR SET; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 11495.16 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 00 DEGREES 29 MINUTES 50 SECONDS EAST 35.52 FEET TO A 1/2" CAPPED REBAR SET; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 11423.16 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 141.65 FEET TO A 5/8 CAPPED REBAR SET; THENCE NORTH 02 DEGREES 36 MINUTES 39 SECONDS EAST 58.68 FEET TO A 1/2" CAPPED REBAR SET; THENCE SOUTH 88 DEGREES 33 MINUTES 26 SECONDS EAST 150.25 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES, MORE OR LESS.

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be B2 (Community Business District).

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, 23rd day of March, 2026.

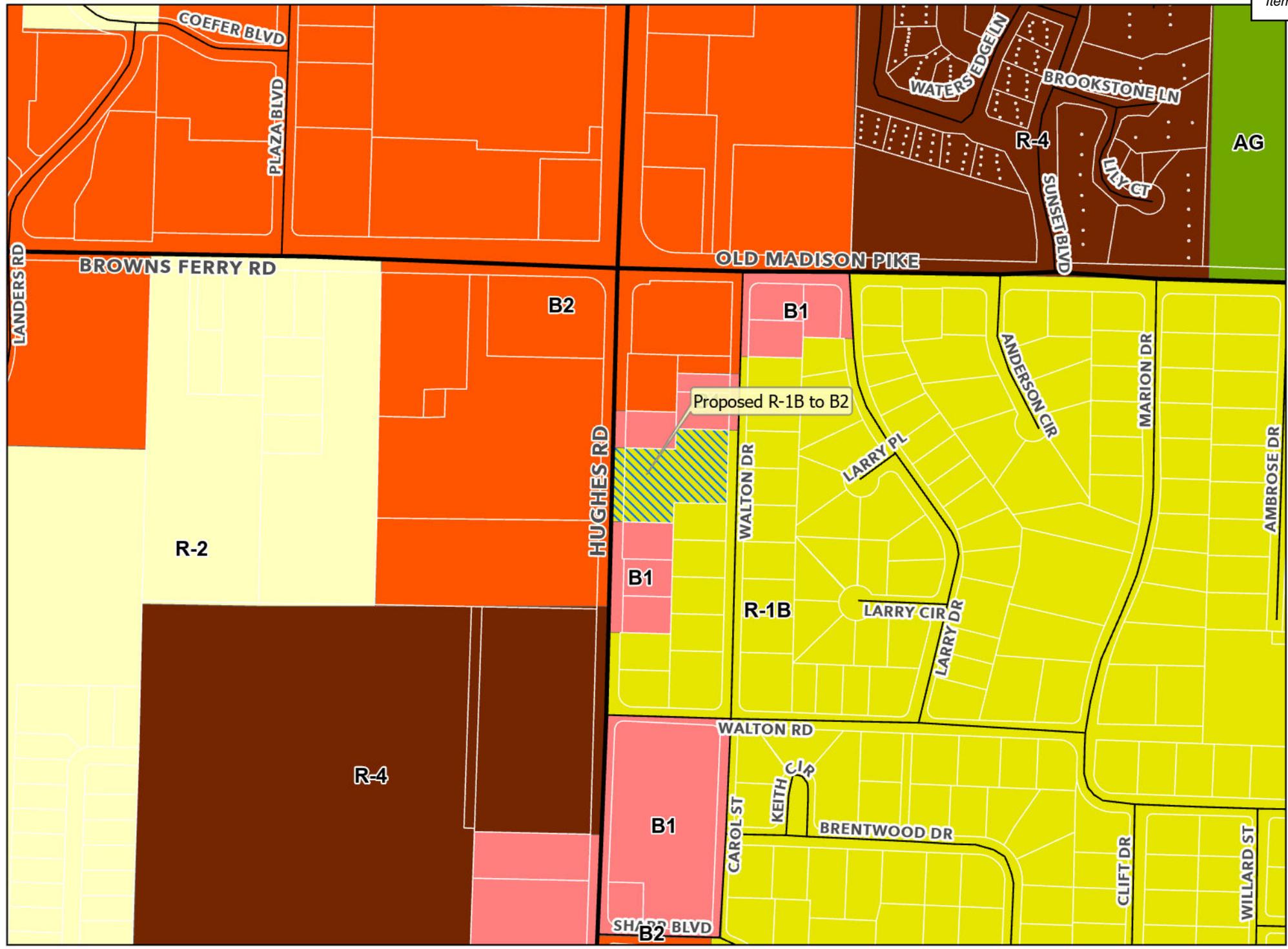
\_\_\_\_\_  
*Maura Wroblewski, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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



**Proposed Rezoning: R-1B to B2**

**SYNOPSIS AND NOTICE OF PUBLIC HEARING**  
**WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE**  
**OF THE CITY OF MADISON**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;  
 AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY  
 CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO B2  
 (COMMUNITY COMMERCIAL DISTRICT).**

**NOTICE IS HEREBY GIVEN** that, pursuant to a request duly submitted to the City of Madison by George Barren, the City Council of the City of Madison, Alabama, will hold a public hearing on the 23<sup>th</sup> day of March, 2026, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

261 HUGHES ROAD

ALL THAT PART OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 9, THENCE SOUTH 88 DEGREES 33 MINUTES 00 SECONDS EAST 330.00 FEET TO A POINT AND SOUTH 01 DEGREES 26 MINUTES 00 SECONDS WEST 450.00 FEET TO AN IRON PIN FOUND AT THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 01 DEGREES 54 MINUTES 28 SECONDS WEST 104.76 FEET TO A HEX FOUND; THENCE SOUTH 01 DEGREES 34 MINUTES 26 SECONDS WEST 104.61 FEET TO A HEX HEAD FOUND; THENCE NORTH 88 DEGREES 39 MINUTES 12 SECONDS WEST 150.17 FEET TO A 5/8 CAPPED REBAR FOUND; THENCE SOUTH 02 DEGREES 02 MINUTES 59 SECONDS WEST 58.15 FEET TO A 3/4" IRON ROD FOUND; THENCE 87 DEGREES 59 MINUTES 48 SECONDS WEST 138.82 FEET TO A 1/2" CAPPED REBAR SET; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 11495.16 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 00 DEGREES 29 MINUTES 50 SECONDS EAST 35.52 FEET TO A 1/2" CAPPED REBAR SET; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 11423.16 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 00 DEGREES 50 MINUTES 50 SECONDS EAST 141.65 FEET TO A 5/8 CAPPED REBAR SET; THENCE NORTH 02 DEGREES 36 MINUTES 39 SECONDS EAST 58.68 FEET TO A 1/2 " CAPPED REBAR SET; THENCE SOUTH 88 DEGREES 33 MINUTES 26 SECONDS EAST 150.25 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES, MORE OR LESS.

**Notice is hereby given** to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 18<sup>th</sup> day of February 2026.

**DATED** at Madison, Alabama, this 25<sup>th</sup> day of February 2026.

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

**RESOLUTION NO. 2026-060-R**

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH  
OLD TOWN II, LLC, AND THE TOWN MADISON BUSINESS  
ASSOCIATION, INC., FOR PLACEMENT OF SIGN AND LANDSCAPING  
IN THE CITY RIGHT-OF-WAY**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (“Agreement”) with Old Town II, LLC, and the Town Madison Business Association, Inc., for the placement of a sign and landscaping within the City’s right-of-way, said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as “Permissive 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 Agreement, the Mayor or her designee shall be hereby authorized for the entire term thereof to execute all documentation necessary to enforce and comply with its terms, 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 a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of February, 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 February 2026.

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

STATE OF ALABAMA )  
COUNTY OF MADISON )

**PERMISSIVE USE AGREEMENT**

This Agreement (“Agreement”) made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“City”), **OLD TOWN II, LLC**, an Alabama limited liability company (“Old Town”), and **TOWN MADISON BUSINESS ASSOCIATION, INC.**, an Alabama non-profit corporation (“TMBA”).

**WITNESSETH:**

**WHEREAS**, the City has installed and is responsible for operating and maintaining a roundabout intersection (the “Roundabout”) in the rights of way located at the intersection of Graphics Drive / Lime Quarry Road running generally west to east, and Intergraph Way running generally north to south (the “ROW”), within the Town Madison development in the City of Madison, Alabama (“Town Madison”);

**WHEREAS**, the Roundabout is adjacent to Lot 1 as shown on the Final Plat of Town Madison Business Park, recorded in Plat Book 2021, Page 9 in the Office of the Judge of Probate of Madison County, Alabama (the “Lot 1”); and

**WHEREAS**, Old Town is the fee simple owner of Lot 1, and is one of the master developers for Town Madison; and

**WHEREAS**, Old Town intends to have a monument sign (the “Sign”) and related landscaping (the “Landscaping,” and together with the Sign, the “Improvements”) constructed in the center of the Roundabout, as generally depicted on the attached **Exhibit A**; and

**WHEREAS**, the Improvements will be located entirely within the ROW; and

**WHEREAS**, following construction of the Improvements by Old Town, TMBA shall own and be responsible for the maintenance, repair and replacement of the Improvements, as necessary; and

**WHEREAS**, the Improvements could be impacted by excavation of the ROW in connection with the City’s permitted uses; and

**WHEREAS**, the City of Madison Planning Commission has authorized a Master Sign Plan for Town Madison, which provides that signs and related landscaping improvements may encroach into ROWs, including the Roundabout, if the parties responsible for ownership, construction, maintenance, repair and replacement of such sign and related landscaping improvements execute an acknowledgment of City regulations regarding structures located in ROWs;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. Old Town and TMBA agree, affirm and acknowledge as follows:
  - a. That the proposed Improvements will be located in the center of the Roundabout and entirely within the ROW, infringing upon the City's unfettered access to the ROW for the purposes for which it was reserved.
  - b. That City's acquiescence of Old Town's and TMBA's encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the City's right to the free and unfettered use of the ROW for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.
  - c. That Old Town's and TMBA's proposed encroachment and infringement is to be permitted under this Agreement subject to the limitations and express understandings stated in the Town Madison Master Sign Plan. Old Town and TMBA acknowledge that the Madison City Code and Zoning Ordinance provide that the City may remove obstructions or signs in ROW at will, and that the City reserves its rights to do so, subject to the notice provisions provided in this Agreement.
  - d. If the City or City-authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility lines located in the ROW, the City will provide thirty (30) days' prior written notice to Old Town and TMBA of its need to excavate or otherwise access the ROW. After providing notice consistent with this paragraph, the City may remove or cause to be removed, at TMBA's sole cost and expense, the Improvements which encroach upon the ROW to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the ROW. After the City or Franchisees complete any such maintenance, repair, or replacement within the ROW, TMBA may restore and reconstruct the Improvements in accordance with this Agreement and City building and sign permit requirements. Notwithstanding the foregoing, in the event of an emergency, the City or its Franchisees may immediately access the ROW and remove or cause to be removed the Improvements, which encroach upon the ROW, as reasonably necessary to address the emergency, without giving notice, provided that the City shall give such notice to Old Town and TMBA as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the City.
  - e. The City shall have no obligation to repair or replace any of the Improvements so removed or disturbed or to restore the surface of the ROW to the condition that existed prior to removal of the Improvements; provided, however, to the extent

reasonably possible given the circumstances related to any maintenance, repair or replacement, the City will endeavor to minimize interference with the business operations being conducted on Lot 1 and any other location(s) within Town Madison while exercising its rights to use of the ROW and the rights included in this Agreement.

- f. That no additional improvement or encroachment beyond the proposed Improvements referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the City.
  - g. Old Town and TMBA acknowledge that this Agreement extends only to use of the ROW by the City and that no agreement, representation or warranty of any kind is made by the City whatsoever regarding any use of the ROW by persons or entities other than the City.
2. Subject to the conditions stated hereinabove, the City grants its limited permission for Old Town and TMBA to construct, operate, maintain, repair and replace the proposed Improvements within the ROW.
  3. The provisions of this Agreement shall be covenants running with the land and shall be binding on the parties' successors and assigns.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date and year first above written.

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

ATTEST:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its City Clerk

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

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

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ranae Bartlett, whose name as Mayor of the City of Madison, Alabama, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as Mayor of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

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

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

[Signature page to Permissive Use Agreement]

**OLD TOWN:**

**OLD TOWN II, LLC,**  
an Alabama limited liability company

By: \_\_\_\_\_  
Louis W. Breland, its Manager

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

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Louis W. Breland, whose name as Manager of Old Town II, LLC, an Alabama limited liability company, is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such manager, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

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

[Signature page to Permissive Use Agreement]

**TMBA:**

**TOWN MADISON BUSINESS ASSOCIATION, INC.,**  
an Alabama non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Louis W. Breland, whose name as President of Town Madison Business Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument, and who acknowledged before me on this day that, being informed of the contents of said agreement, he, as such officer and with full authority to do so, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

## Conceptual Rendering of Roundabout Signage

101193 EED BRELAND PROPERTIES

**FRONT VIEW**

**PROFILE VIEW**

**NORTH**

**TOP DOWN**

**ROUNDABOUT MONUMENT SIGN**       CAD    LED    R/O       SF   SALES REP: CY     

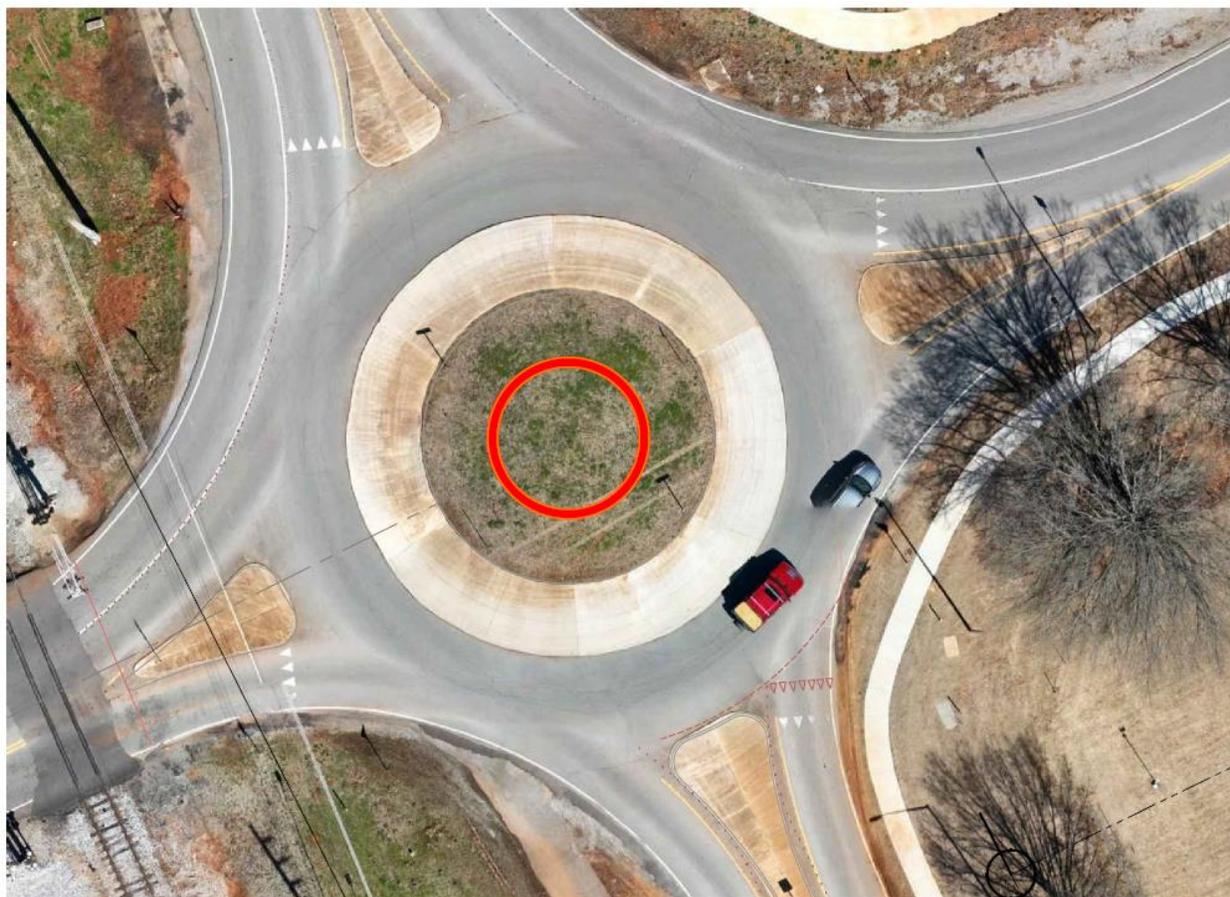
**DETAILS:**

- TOWN MADISON - Fabricated letterset
- Logo - Face-lit cabinet
- Directional Pans w/ Backed-up acrylic copy

<b>COLOR/FINISH:</b>	<input checked="" type="checkbox"/> P1 - Satin Black <input checked="" type="checkbox"/> P2 - SW 9108, Double Latte <input checked="" type="checkbox"/> ACR1 - Day/Night Acrylic <input checked="" type="checkbox"/> V1 - Light Tomato Red 3630-43 <input checked="" type="checkbox"/> V2 - Kumquat Orange 3630-74 <input checked="" type="checkbox"/> V3 - Blue Corral 3630-216 <input checked="" type="checkbox"/> V4 - Brilliant Green 3630-106
<input type="checkbox"/> DF	<b>EED BY:</b> JWS / LR <b>DATE:</b> 10/28/2025

**⚠️** This drawing is exclusive property of Trad-Ad Signs and may not be handed over, copied, or used by third parties. Our printers are color profiled and adjusted as needed to ensure excellent color output or pleasing color. Color does vary from your screen to print, as well as with different materials and output devices. To ensure accurate or color critical results, a press proof can be ordered for a fee of \$75. Pantone Colors can be matched for a fee of \$50/color. Pantone Colors are matched by adjusting CMYK process values within the file to produce the closest match possible. Please refer to color matching section included on proof to see if we have found any Pantone colors in your file. If so please inform us if you would like us to match these colors or not. If your job requires critical colors please inform our service representative.

*Location of Roundabout Signage Marked in Red*



**RESOLUTION NO. 2026-061-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NEXTSITE, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with NextSite, LLC, for professional research, marketing, and consulting services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement to Provide Research, Marketing & Consulting Services," 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 NextSite, LLC, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2026.

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



**AGREEMENT TO PROVIDE  
RESEARCH, MARKETING & CONSULTING SERVICES**

**THIS AGREEMENT** is entered into by and between NextSite, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Madison, Alabama (hereinafter referred to as “Client”) on this the 9th day of February 2026, as follows:

**WHEREAS** the Client desires to have performed pro-active commercial development recruitment services (the “Project”) for the City of Madison, Alabama which it believes will promote the efficient operation of the Client; and,

**WHEREAS**, Consultant has made a proposal to the Client to provide research, marketing and consulting services related to the Project to the Client as further forth below.

**W-I-T-N-E-S-S-E-T-H:**

**NOW, THEREFORE**, this agreement is made and entered into on the first date above written by and between the Client and Consultant, by which Consultant will provide research, marketing and professional consulting to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

**1. SCOPE OF SERVICES**

Consultant agrees, for the consideration stated herein, to provide research, marketing and professional consulting and related services to the Client, as outlined below and further defined in Exhibit B. The engagement will focus on the opportunities within the City of Madison to proactively recruit commercial development and redevelopment.

**2. TIME OF PERFORMANCE**

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conducts its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as **February 9, 2026, to February 28, 2029.**

Consultant shall commence, execute and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work and policies being executed by the Client.

### **3. COMPENSATION**

The Client agrees to pay Consultant for the services, as set forth herein, an annual retainer fee of \$45,000 per year for three (3) years. The initial payment is to be made upon execution of the agreement and receipt of the invoice from NextSite, LLC. Client shall pay consultant in U.S. dollars within ten (10) days of receipt of invoices.

Client acknowledges that affiliates and strategic partners of consultant act in the capacity of a real estate service business and may earn fees for services including development, leasing and real estate advisory fees in the performance of such affiliates services as part of the scope of the Project. The fees earned by such affiliates and strategic partners are not the responsibility of the Client.

### **4. CLIENT RESPONSIBILITIES**

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for consultant: access to relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by consultant and in Client's possession.

### **5. LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all its employees working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All services required hereunder will be performed by consultant or under its supervision.

The Project Director for the performance of services by consultant pursuant to the terms and conditions of this agreement shall be Chuck Branch, CEO of NextSite LLC.

### **6. MATERIALS/CONFIDENTIALITY**

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

## 7. **INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. Except for Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

## 8. **INFORMATION AND REPORTS**

Consultant shall furnish reports quarterly or more frequently as needed regarding the status of the project to the Client. Initial research and analysis for the project will be completed within the first 30 days of the agreement and will be updated annually or more frequently as needed. Consultant shall furnish the Client, upon request, electronic copies of all documents and other material prepared or developed as part of the project. Such requests shall be reasonable and within normal business practices for such work.

## 9. **COPYRIGHT INFORMATION**

The Client acknowledges that all intellectual property developed during this agreement by consultant shall belong exclusively to consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, to support existing business and entrepreneurial growth and all commercial development efforts but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

## 10. **APPLICABLE LAWS**

Consultant shall register and comply with all State or Federal laws and/or regulations as may relate to the services or activities of the Consultant to the Client.

## 11. **INSURANCE**

The consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

## 12. **CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

**13. NOTICES/PARTIES REPRESENTATIVES**

The primary representative of the Client for this agreement shall be Mary Beth Broeren, Director of Development Services, City of Madison, Alabama.

All notices, bills, and invoices required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Mary Beth Broeren, AICP  
Director of Development Services  
City of Madison, Alabama  
(256) 772-2885  
marybeth.broeren@madisonal.gov

Consultant: Chuck Branch  
NextSite LLC  
880 Montclair Road  
Suite 325  
Birmingham, AL 35213  
cbranch@nextsite.net

**14. REPRESENTATIVE CAPACITY**

While Consultant’s role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or oblige the Client, its officers, agents or employees. As part of our work on behalf of your community, NextSite connects with dozens of retailers, restaurants, developers, brokers and tenant reps. Our focus is to position your community with the decision makers that drive the development process for concepts likely to consider markets like Madison. Client acknowledges that one of the key benefits of this engagement is local support of the community’s existing businesses and entrepreneurial opportunities both of which fall outside the scope of NextSite’s services beyond the delivery of the research and market analysis.

15. **MISCELLANEOUS**

Each party to this agreement represents and warrants to the other as follows:

- A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
- F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G. That each party has obtained all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

16. **TERMINATION**

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit B of this Contract, Client shall immediately provide to consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to consultant within a twelve-month period. Should Consultant fail to remedy the alleged

defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract **and not pay any remaining balances on the agreement.**

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third-party beneficiaries to this agreement, except that, the Client may share any research, market analysis, reports, etc. generated by the Consultant as part of the engagement, with agencies and authorities working for or on behalf of the City of Madison, Alabama.

**Final Integration:** This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein has been relied on by any party in entering into this agreement.

**Force Majeure:** Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all the parties.

**Binding Effect:**

This Agreement shall bind the parties and their respective personal representatives, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

**Construction:** This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** “Shall,” “will,” and “agrees” are mandatory; “may” is permissive.

**Governing Law:** The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

**Prohibition on Assignment and Delegation:** No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties here under and such assigning or delegating party shall in all respects remain liable here under irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**Agreement Date/Counterparts:** The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument 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.

City of Madison, Alabama

By: \_\_\_\_\_  
Title: Mayor  
Date: February 9, 2026

Attest: \_\_\_\_\_  
Title: City Clerk  
Date: February 9, 2026

By:   
Title: CEO  
Date: February 9, 2026



# NextSite

connecting opportunities



Chuck Branch  
CEO

205.218.9652

[cbranch@nextsite.net](mailto:cbranch@nextsite.net)

## Research & Market Analysis

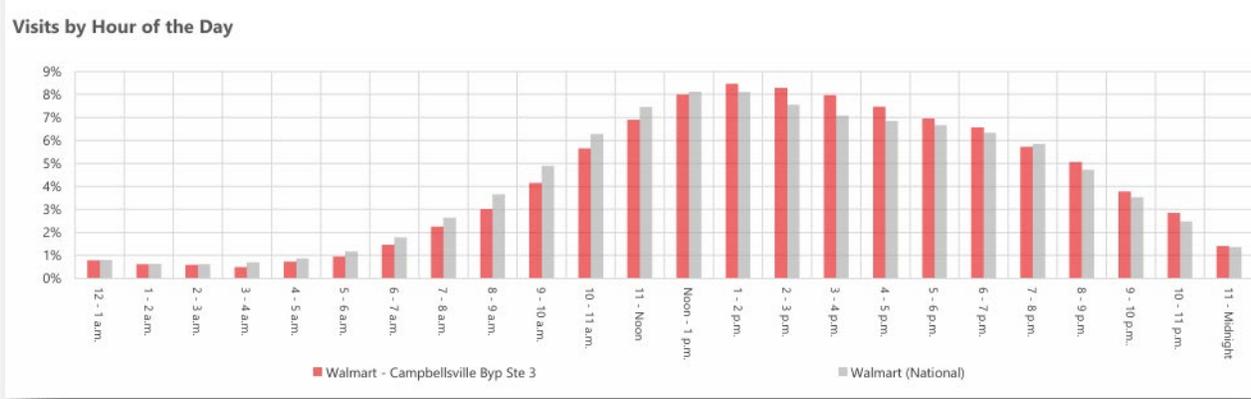
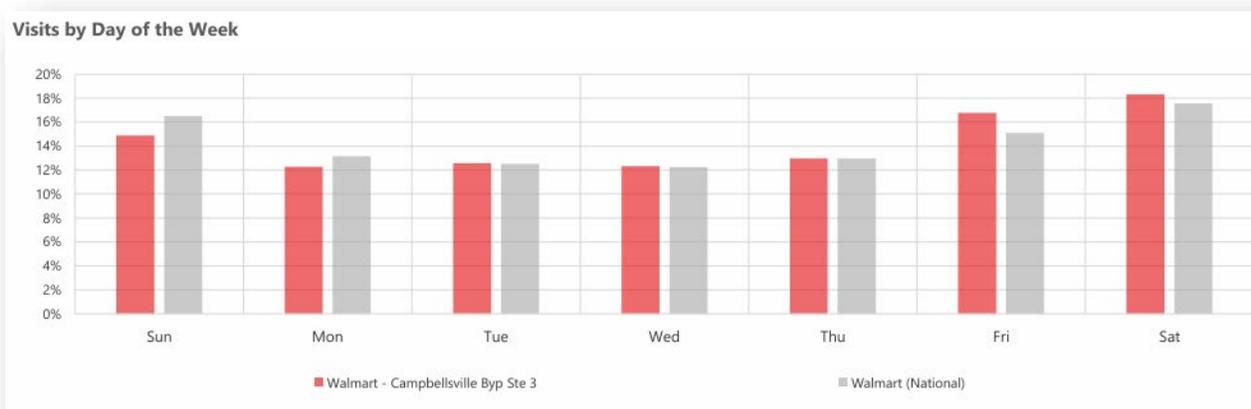
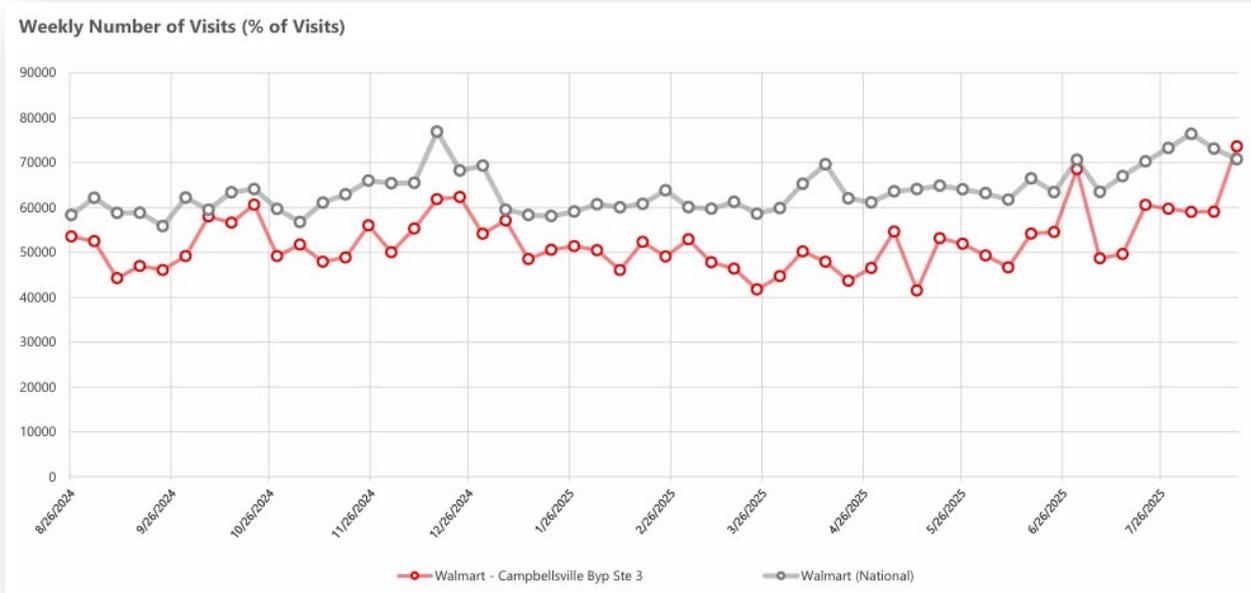
Within the first 60 days of the agreement, NextSite will identify the appropriate radius, drive time and custom trade areas based on feedback from key community contacts, analysis of peer communities, on-site market visits and analysis of consumer travel patterns and customer journey. The research for each Community will include:

- **Radius Analysis**
- **Drive Time Analysis**
- **Customer Journey Analysis**
- **Custom Trade Area Analysis**
- **Demographic Trend Analysis**
- **Consumer Spending Patterns**
- **Retail GAP/Leakage Analysis**
- **Peer Community Analysis**
- **Retail VOID Analysis**
- **Site Maps**
- **Traffic Count Maps**



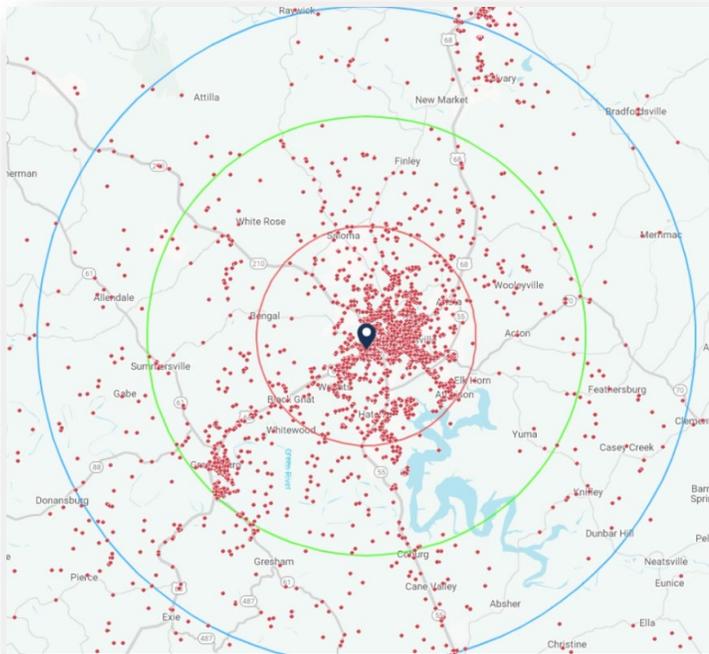
# Customer Journey and Custom Trade Area Research & Analysis

Consumer Travel Patterns using Mobile Device Tracking data allows NextSite to visualize the Common Evening, Common Daytime and Path to Purchase locations of consumers based on visits to a designated retailer or multi-tenant commercial location. This data helps identify clusters of consumers and is often the baseline in our understanding the size and scope of custom trade areas.



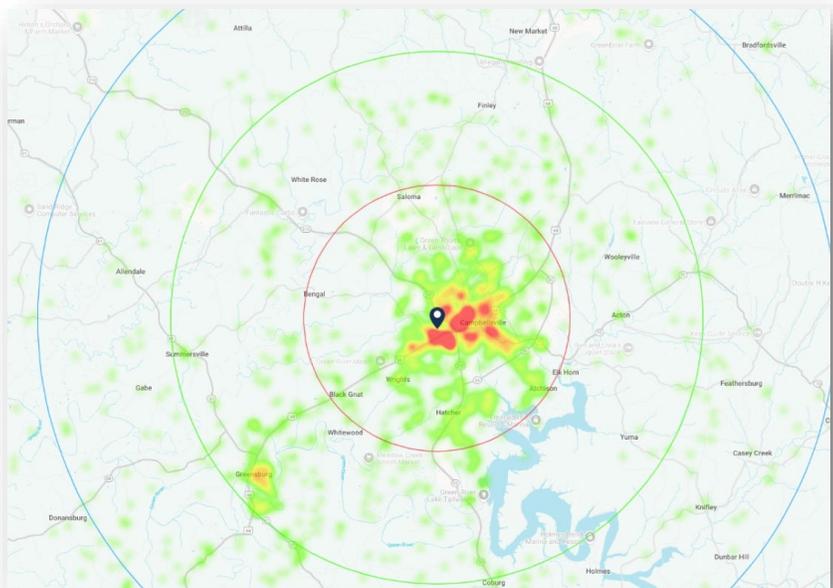
# Customer Journey and Custom Trade Area Research & Analysis

Customer Journey Analytics based on a market's primary retailer/commercial assets allows NextSite to gain insight into customer shopping habits and travel patterns as well as assess a community's ability to draw consumers into the market from the surrounding areas. We also create Customer Journey analysis for the Downtown corridors to better understand visit traffic and length of stay.



## Visited Chains

Chain	Percentage
<b>Walmart - Campbellsville Byp Ste 3</b>	
McDonald's	0.8%
Sonic Drive-In	0.7%
Kroger	0.6%
Marathon	0.5%
Walmart	0.5%
Dollar General	0.4%
Dollar Tree Stores	0.4%
Burger King	0.4%
Valero	0.4%
Wendy's	0.3%
Maurices	0.3%
Taco Bell	0.3%
Tractor Supply Co	0.3%
Little Caesars Pizza	0.2%
Shell Station	0.2%
Murphy USA	0.2%
Circle K	0.2%
World Finance	0.2%
Dairy Queen	0.2%
Baskin-Robbins	0.2%



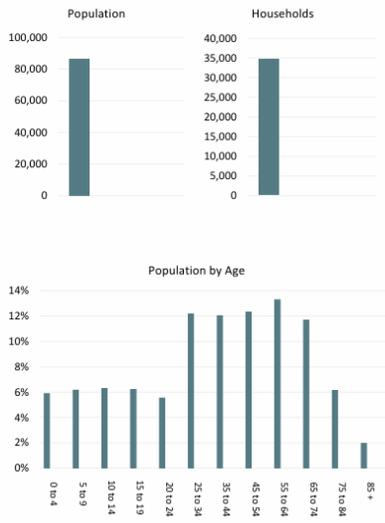
# Analysis

## Consumer Profile Report

Applied Geographic Solutions (AGS), 2025 A

### Regional Trade Area

Current		
2025 Population	86,294	---
2030 Projected Population	85,875	---
Pop Growth (%)	-0.5%	---
2025 Households	34,638	---
2030 Projected Households	34,272	---
HH Growth (%)	-1.1%	---
Daytime Population		
Average Business Travelers	550	---
Average Leisure Travelers	27	---
Average Migrant Workers	8	---
Group Quarters Pop	27	---
Pop in Family Households	67,943	---
Pop Non-Family Households	15,264	---
Total Population by Age		
Median Age (2025)	40.5	---
Ages by Year		
0 to 4	5,103	5.9%
5 to 9	5,339	6.2%
10 to 14	5,461	6.3%
15 to 19	5,383	6.2%
20 to 24	4,796	5.6%
25 to 34	10,527	12.2%
35 to 44	10,410	12.1%
45 to 54	10,642	12.3%
55 to 64	11,485	13.3%
65 to 74	10,103	11.7%
75 to 84	5,323	6.2%
85 +	1,722	2.0%



Once the Retail TradeAreas are identified, we begin the process of performing detailed demographic research, GAP/Leakage analysis across all retail categories and household-level consumer expenditure reviews. Our Custom Demographic Research includes Historical, Current and Projected Demographics from multiple sources. One caveat – we have found most retailers/restaurants are more interested in the demand side of the trade area and not the supplyside.

## Consumer Profile Report

Applied Geographic Solutions (AGS), 2025 A

### Regional Trade Area

#### Population by Race/Ethnicity (2025)

Race/Ethnicity	Population	Percentage
White, Non-Hispanic	76,585	88.7%
Hispanic	2,507	2.9%
Black, Non-Hispanic	4,650	5.4%
Asian, Non-Hispanic	508	0.6%
Other	2,044	2.4%

#### Language at Home (2025)

Language	Population	Percentage
Spanish Linguistically Isolated	125	0.4%
Spanish Not Isolated	475	1.4%
Asian Linguistically Isolated	2	0.0%
Asian Not Isolated	117	0.3%

#### Household Income (2025)

Income Category	Population	Percentage
<b>Per Capita Income</b>	\$31,990	---
<b>Average HH Income</b>	\$79,345	---
<b>Median HH Income</b>	\$60,371	---
Less than \$25,000	7,367	21.3%
\$25,000 - \$34,999	2,989	8.6%
\$35,000 - \$49,999	4,804	13.9%
\$50,000 - \$74,999	6,198	17.9%
\$75,000 - \$99,999	4,559	13.2%
\$100,000 - \$149,999	5,111	14.8%
\$150,000 - \$199,999	1,906	5.5%
\$200,000 - \$250,000	640	1.8%
\$250,000 +	1,064	3.1%
<b>Avg Family Income</b>	\$97,864	---
<b>Avg Non-Family Income</b>	\$44,128	---

#### Household Size (2025)

Household Size	Population	Percentage
1 Person	10,205	29.5%
2 Persons	12,376	35.7%
3 Persons	5,380	15.5%
4 Persons	3,901	11.3%
5+ Persons	2,776	8.0%



# Analysis

## Spending Report

Applied Geographic Solutions (AGS), 2025 A

### Intermediate Trade Area

	Total	Per Household
<b>Apparel</b>	\$38,961,219	\$1,576
Men's Apparel	\$7,496,800	\$303
Men's Suits	\$551,445	\$22
Men's Sportcoats and Jackets	\$35,511	\$1
Men's Coats And Jackets	\$523,477	\$21
Men's Underwear	\$845,992	\$34
Men's Hosiery	\$418,946	\$17
Men's Nightwear	\$148,026	\$6
Men's Accessories	\$862,996	\$35
Men's Sweaters And Vests	\$1,876,199	\$76
Men's Active Sportswear	\$104,822	\$4
Men's Pants and Shorts	\$1,672,415	\$68
Men's Costumes	\$36,416	\$1
Men's Uniforms	\$39,429	\$2
Boys Apparel	\$1,625,623	\$66
Boys Coats And Jackets	\$126,423	\$5
Boys Shirts and Sweaters	\$272,135	\$11
Boys Underwear	\$175,668	\$7
Boys' Nightwear	\$57,740	\$2
Boys' Hosiery	\$86,890	\$4
Boys' Accessories	\$107,046	\$4
Boys Suits Sportcoats And Vests	\$6,836	\$0
Boys Pants and Shorts	\$341,563	\$14
Boys' Sportswear	\$29,929	\$1
Boys' Costumes	\$64,974	\$3
Boys' Uniforms	\$77,242	\$3
Women's Apparel	\$12,921,538	\$523
Women's Coats And Jackets	\$766,154	\$31
Women's Dresses and Jackets	\$1,578,629	\$64
Women's Shirts Sweaters And Vests	\$287,047	\$12
Women's Pants And Skirts	\$3,281,817	\$133
Women's Shorts	\$2,247,679	\$91
Women's Active Sportswear	\$300,915	\$12
Women's Sleepwear	\$494,647	\$20
Women's Undergarments	\$1,129,112	\$46

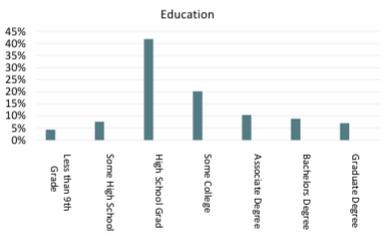
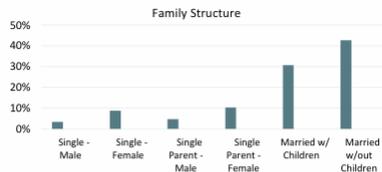
Category	Retail Potential	Retail Sales	Retail Gap
Warehouse Superstores	\$176,006,034	\$0	(\$176,006,034)
Mail Order and Catalog Stores	\$176,140,332	\$1,467,782	(\$174,672,550)
Family Clothing Stores	\$47,208,887	\$2,355,910	(\$44,852,977)
Other Home Furnishing Stores	\$39,481,691	\$0	(\$39,481,691)
Appliances and Electronics Stores	\$85,219,756	\$46,026,704	(\$39,193,052)
Home Centers	\$45,763,785	\$15,878,521	(\$29,885,265)
Grocery Stores	\$98,194,517	\$72,180,748	(\$26,013,768)
Sporting Goods Stores	\$37,750,480	\$15,026,709	(\$22,723,771)
Sewing and Needlecraft Stores	\$20,611,282	\$0	(\$20,611,282)
Motorcycle and Boat Dealers	\$19,309,699	\$2,555,950	(\$16,753,749)
Shoe Stores	\$20,651,234	\$4,058,904	(\$16,592,330)
Furniture Stores	\$39,958,681	\$24,354,276	(\$15,604,406)
Hobby, Toy, and Game Stores	\$27,389,719	\$11,975,608	(\$15,414,111)
Other Direct Selling Establishments	\$9,900,617	\$214,196	(\$9,686,421)
Retail at Hotels / Other Accomodations	\$10,057,811	\$2,303,348	(\$7,754,463)

## Spending Report

Applied Geographic Solutions (AGS), 2025 A

### Intermediate Trade Area

<b>Pets</b>	\$22,159,821	\$896
Pet Purchases And Supplies	\$6,979,266	\$282
Veterinarian Services	\$6,979,266	\$282
<b>Grocery</b>	\$153,360,956	\$6,203
Cereal And Cereal Products	\$5,858,156	\$237
Flour	\$435,229	\$18
Prepared Flour Mixes	\$451,163	\$18
Rice	\$1,126,286	\$46
Pasta Commeal Oth Cereal Prods	\$1,432,461	\$58
Bakery Products	\$13,600,283	\$550
White Bread	\$1,695,622	\$69
Bread Other Than White	\$2,243,744	\$91
Biscuits And Rolls	\$2,154,784	\$87
Cakes And Cupcakes	\$1,520,325	\$61
Cookies	\$2,051,523	\$83
Crackers	\$1,509,503	\$61
Bread And Cracker Products	\$264,393	\$11
Doughnuts, Sweetrolls, Coffecake	\$1,067,860	\$43
Frozen & Refrig. Bakery Prod.	\$1,092,530	\$44
Meat	\$30,669,185	\$1,240
Beef	\$8,488,314	\$343
Pork	\$6,520,528	\$264
Lamb And Other Meats	\$447,794	\$18
Poultry	\$5,965,829	\$241
Fish And Seafood	\$5,146,591	\$208
Eggs	\$2,492,164	\$101
Dairy	\$14,837,776	\$600
Fresh Milk	\$3,667,214	\$148
Cream	\$1,088,421	\$44
Butter	\$1,155,647	\$47
Cheese	\$4,713,416	\$191
Ice Cream And Related Products	\$2,225,024	\$90
Miscellaneous Dairy Products	\$1,988,054	\$80
Fresh Fruits	\$11,058,167	\$447
Apples	\$1,494,226	\$60
Bananas	\$1,716,900	\$69
Oranges	\$1,201,900	\$49



# VOID Analysis

## Tenants Not Inside Trade Area

Trade Area: 39 Min Drive

Void Analysis	Average Size (SF)	Match Score & Grade (0-100)	Locations				Nearest Location		Minimum Typical Spacing	Contact Phone #
			Search Area		U.S.		Distance	Direction		
			Total	New	Total	New				
<b>Restaurant - Casual</b>										
Monical's Pizza	3,000	95 A	10	0	58	0	67.4	SW	5.8	(815) 937-1890
Godfather's Pizza	3,800	92 A	37	5	422	101	45.6	WSW	2.7	(402) 391-1452
Arni's	3,300	89 A	16	0	16	0	74.0	SW	8.5	(765) 838-2985
Hacienda Mexican Restaurant	4,200	88 A	15	1	15	1	47.1	NW	20.2	(574) 272-5922
Ponderosa Steakhouse	7,388	88 A	1	0	13	0	83.5	N	N/A	(972) 244-8900
Bellacino's	2,850	84 B	1	0	49	3	53.6	E	6.4	(269) 329-0782
Beef 'O' Brady's	3,400	83 B	4	0	127	5	48.3	W	7.5	(813) 226-2333
Rosati's Chicago Pizza	2,500	83 B	5	0	275	46	112.1	WNW	3.1	(847) 634-0039
Rosati's Chicago Pizza	2,800	83 B	3	0	275	46	112.1	WNW	3.1	(847) 426-8899
Frisch's Big Boy	3,250	83 B	3	0	31	4	50.4	SSW	19.2	(419) 874-1933
Gatti's Pizza	16,500	81 B	3	0	97	15	112.5	SW	10.5	(512) 459-4796
Waffle House	3,350	81 B	23	0	2,032	51	47.8	SSW	1.8	(770) 729-5700
Ruby Tuesday	5,000	80 B	4	0	200	1	38.0	SSW	8.2	(865) 379-5700
Aurelio's Pizza	3,000	80 B	11	0	33	1	103.4	NW	11.8	(708) 798-8050
Buffalo Wings & Rings	5,500	79 B	6	0	52	1	22.6	SSE	23.5	(513) 680-2247
Perkins Restaurant & Bakery	5,100	76 B	5	0	254	1	53.1	SSW	7.0	(901) 766-6400
Tumbleweed Tex Mex Grill & Margarita Bar	4,500	76 B	4	0	15	0	79.1	ESE	17.2	(502) 893-0323
Cattleman's Roadhouse	8,000	76 B	1	0	11	0	128.7	S	19.2	(707) 528-1040
Quaker Steak & Lube	8,500	76 B	1	0	28	2	106.9	S	17.5	(724) 981-3123
Uno Chicago Grill	5,750	75 B	2	0	39	0	88.2	SSW	16.0	(617) 323-9200
Garbanzo Fresh Mediterranean	2,200	73 B	4	0	31	3	76.2	SW	17.4	(303) 799-1900
Cracker Barrel	10,000	73 B	28	0	656	1	26.5	SW	8.7	(615) 444-5533
Noble Roman Pizza	3,200	73 B	12	0	12	0	52.5	WSW	7.6	(317) 634-3377
Hard Rock Cafe	6,000	73 B	2	1	41	8	118.0	S	N/A	(954) 488-7800
Agave & Rye	4,000	72 B	2	0	18	1	70.0	SE	N/A	(859) 360-1060
MCL Restaurant & Bakery	9,000	72 B	8	0	12	0	37.3	S	N/A	(317) 257-5425
Denny's	4,850	72 B	29	0	1,285	26	62.6	S	5.0	(864) 597-8000
TGI Fridays	5,250	71 B	1	0	83	11	151.2	WNW	12.9	(219) 472-2900
Golden Corral	9,750	71 B	12	1	345	9	26.9	N	7.7	(919) 781-9310
Salsarita's Fresh Cantina	3,000	71 B	2	0	61	7	142.9	NNE	14.8	(803) 832-7586
Cicis	3,400	70 B	1	0	265	14	102.8	SSE	4.1	(972) 745-4200
Red Lobster	8,000	69 B	17	0	516	1	26.7	N	16.1	(407) 734-9000
Fazoli's	2,050	69 B	29	28	185	143	26.2	N	9.7	(859) 268-1668
Beggars Pizza	2,500	68 B	5	0	27	1	111.1	WNW	N/A	(773) 735-7000
Hooters	6,750	66 B	5	0	208	7	80.2	SE	11.4	(770) 951-2040
Baker's Square	4,500	66 B	1	0	60	0	104.2	NE	17.5	(615) 256-8500
Charleston's Restaurant	11,500	66 B	2	0	17	2	71.4	SW	N/A	(405) 321-2600
Teriyaki Madness	1,600	65 B	4	2	194	26	78.4	SW	6.0	(303) 997-0740
Pop's Italian Beef & Sausage	2,400	65 B	4	1	16	1	118.5	WNW	6.9	
Houlihan's Restaurants	6,250	65 B	1	0	29	7	65.1	SW	N/A	(913) 901-2500
Condado Tacos	3,500	65 B	5	0	52	0	65.1	SW	N/A	(513) 263-1172

City	State	5 mi Population	5 mi Avg HH Inc	Ace Hardware	Harbor Freight Tools	Tractor Supply Co.	At Home	Publix Supermarkets	The Fresh Market	Mooyah	Culver's	Jason's Deli	Newk's Eatery
Helena	AL	73,575	\$90,981	16	3	9	6	1	14	5	5	7	8
<b>Madison</b>	<b>AL</b>	<b>85,976</b>	<b>\$102,928</b>	<b>1</b>	<b>7</b>	<b>3</b>	<b>9</b>	<b>1</b>	<b>10</b>	<b>83</b>	<b>1</b>	<b>4</b>	<b>6</b>
Pelham	AL	72,192	\$93,686	12	1	10	5	2	10	5	5	5	5
Canton	GA	68,905	\$86,506	8	0	6	15	2	13	120	6	16	3
Evans	GA	95,887	\$103,386	1	7	5	7	2	7	136	6	6	70
Ridgeland	MS	88,397	\$91,590	3	1	13	2	157	2	133	201	2	1
Hendersonville	TN	91,230	\$92,283	6	5	3	10	0	21	21	2	11	16
Mount Juliet	TN	83,722	\$90,059	8	9	3	2	2	19	19	2	2	17

"NextSite has proven to be an invaluable team member on several high-profile projects that we have delivered over the years. The quality of data and analytics provided by NextSite has helped us ensure that these projects truly serve the communities in which they are located."

**John Gunderson**  
**President – Daniel Communities**

# Traffic Count Maps and Customer Journey



## Real Estate Analysis – Focus Property Identification

Understanding the real estate options within the market for development, redevelopment and higher and best use allows the NextSite team to position specific properties to retail prospects. NextSite and its partners will work with the city to catalog local commercial properties that may be suitable sites for development and/or redevelopment, including those sites that may present a higher and best use. This will include maps, aerials, and all pertinent contact and site-specific information relative to each site. Once we identify the development and redevelopment Focus Properties, we market these opportunities to Developers and Tenant Reps.

	<p><b>Shorter Ave Frontage</b> 8.17 AC Sammy Rich 706-236-4400</p>		<p><b>County Line Rd Development Site</b> 20 Acres Ricky Robinson 256.337.4903</p>		<p><b>Site Adj to Waffle House</b> 4.02 AC Lee Rowell 770.318.6153</p>		<p><b>Hampton Inn Outparcel</b> 2.0 AC Mike Price 256.279.0622</p>
	<p><b>GA Hwy 53 Site (see former DG site)</b> 3 AC Sammy Rich 706-236-4400</p>		<p><b>Clift Farm Mixed-Use Development</b> 345,000 SF Commercial 134,000 SF Office Martin Smith 205.259.2195</p>		<p><b>Pad Site Adj to Bojangles</b> 1.21 AC Brian Elrod 706.553.1000</p>		<p><b>Morse Site</b> 1.55 AC Mike Price 256.279.0622</p>
	<p><b>Calhoun Ave Site</b> 4 AC Sammy Rich 706-236-4400</p>		<p><b>County Line Road Sites</b> 15 AC for Sale Scott Plummer 205.490.2829</p>		<p><b>Hwy 11 &amp; Hwy 138 Site</b> 7.89 AC Brian Elrod 706.553.1000</p>		<p><b>Copeland Site</b> 5+ AC Mike Price 256.279.0622</p>
	<p><b>West Rome Site</b> 123.13 AC Sammy Rich 706-236-4400</p>		<p><b>1884 Slaughter Road</b> 10K SF for Lease Anusha Davis 256.536.8809</p>		<p><b>1011 W Spring St Site</b> 7.02 AC Nathan Purvis 404.819.2520</p>		<p><b>King's Inn Site</b> .70 AC Mike Price 256.279.0622</p>
	<p><b>South Rome Site</b> .54 AC Sammy Rich 706-236-4400</p>		<p><b>Village Shoppes of Madison</b> 1,500 – 2,212 SF Suites Sophia Alcalay 561.414.4679</p>		<p><b>Hwy 78 &amp; Hwy 138 Site</b> 35 AC Nathan Purvis 404.819.2520</p>		<p><b>White Oak Lane Site</b> 8.36 AC Sadie Krawczyk 770.266.5331</p>
	<p><b>Chandler Site</b> .84 AC Mike Price 256.279.0622</p>				<p><b>White Oak Lane Site</b> 8.36 AC Sadie Krawczyk 770.266.5331</p>		<p><b>Chandler Site</b> .84 AC Mike Price 256.279.0622</p>

Rome, GA

Madison, AL

Monroe, GA

Albertville, AL

*“Chuck Branch and the NextSite Team are always very helpful, responsive and informative. Anytime I’m entering a market search for a retailer, I reach out to Chuck to see what information he can provide on the market.”*

**Ray Jones**  
The Shopping Center Group

# Retail Recruitment

The most important service we provide is proactively recruiting **developers and tenantreps** to position the identified Target Opportunity List of retailers/restaurants.

We identify retailers and developers looking to aggressively expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across the Southeast. NextSite meets with these retailers and developers in a variety of settings – office visits, site visits, ICSC and RetailLive and now, virtual meetings – to position opportunities in your community. While ICSC and RetailLive are important opportunities to engage in conversation, **retailers, tenant reps and developers have told us that post conference meetings and calls are the most productive use of their time, and their preferred way to discuss opportunities and share information.**

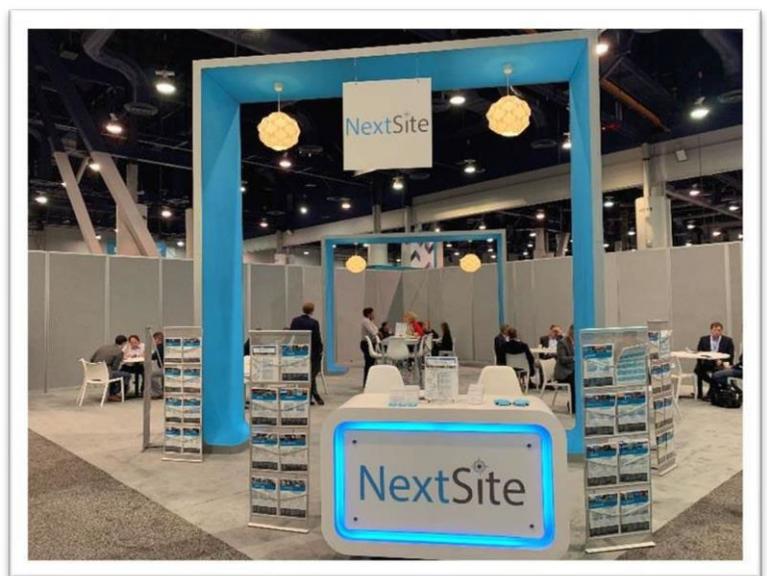


# Conference Representation



**ICSC Red River Conference**  
**ICSC Carolinas Conference**  
**ICSC RECon**

**Retail Live! – Nashville**  
**Retail Live! - Indianapolis**  
**ICSC Southeast Conference**





Our process begins with establishing your Basecamp Account and issuing our Getting Started document to the identified primary contact(s) in your community. Simultaneously we begin the research and market analysis. As we complete components of the process, we upload the research, analysis and strategy to your Basecamp Account. Basecamp is also used to upload custom research, updated research and updates on conferences, retail trends and recruitment updates.

## Harpersfield-Geneva JEDD, OH Ohio

Overview
Messages
To-Dos
Calendar
Writeboards
Time
Files

### Project overview & activity

FRIDAY, 29 MAY 2020

Comment

[Re: Taco Bell](#)

Message

[Taco Bell](#)

MONDAY, 27 APRIL 2020

File

[Geneva, OH - Retailer Peers.xlsx](#)

MONDAY, 20 APRIL 2020

File

[Stakeholder Questionnaire NextSite- Harpersfield OH \(1\).docx](#)

TUESDAY, 14 APRIL 2020

File

[Harpersfield Township, OH - Baseline - SPIRE Institute - Custom...cs.pdf](#)

File

[Harpersfield Township, OH - COVID-19 Impact - SPIRE Institute - ...cs.pdf](#)

File

[COVID-19 Impact Tracking.pdf](#)

FRIDAY, 27 MARCH 2020

Message

[Spire Institute - Field Growth](#)

FRIDAY, 20 MARCH 2020

File

[Harpersfield Township, OH - Traffic Count Map.pdf](#)

TUESDAY, 17 MARCH 2020

File

[Harpersfield Township, OH - SPIRE Institute - Customer Journey ...cs.pdf](#)

File

[Harpersfield Township, OH - Regional Trade Area - Site Map.pdf](#)

File

[Harpersfield Township, OH - Regional Trade Area - Segmentation.pdf](#)

File

[Harpersfield Township, OH - Regional Trade Area - Retail GAP & ...ge.pdf](#)

File

[Harpersfield Township, OH - Regional Trade Area - Demographic Trends.pdf](#)

File

[Harpersfield Township, OH - Regional Trade Area - Consumer Spen...ns.pdf](#)

File

[Harpersfield Township, OH - Regional Trade Area - Community Overview.pdf](#)

File

[Harpersfield Township, OH - 10 Minute Drive Time - Retail GAP &...ge.pdf](#)

## Albertville, AL Success



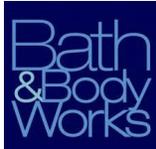
21,568



\$50,915



carter's



SLIM CHICKENS

**Albertville AL** – NextSite began our relationship with the City of Albertville a few months before the 2018 ICSC Conference in Las Vegas. We immediately scheduled a meeting with Chattanooga team-based Hutton and several other developers to discuss the vacant former Kmart at the prime intersection along the Albertville retail corridor. This initial meeting ultimately resulted in Hutton acquiring the Kmart site and successfully recruiting Food City, Ulta and Five Below. The new center is scheduled to open in the Spring of 2021. NextSite's continued success has been driven by leveraging the customer journey analytics to the corridor and the city's completion of the premier travel ball sports complex in the southeast.

# Enterprise, AL Success



28,777



\$73,369



popshelf

McALISTER'S  
DELI

ROSS



MATTRESS FIRM

W A F F L E  
H O U S E



# Alexander City, AL Success



14,470



\$69,170



We Make It Fresh. You Make It Yours.™



## Pricing – NextSite Services

We would approach a Madison engagement by breaking the market into neighborhoods, major economic drivers, existing retail nodes and Madison as a whole with Market Analysis for each area.

### Standard Engagement Option - \$45,000/Year

- 3-Year Agreement
- Research and analysis with on-demand reporting
- A pragmatic approach to creating a realistic retail and restaurant target list
- Connecting opportunities to developers, tenant reps and retail/restaurant concepts
- Quarterly updates or more frequent as recruitment warrants

### Success Fee Option - \$25,000/Year\*

- 3-year agreement with an additional 36-month period of success fees only payments
- Research and analysis with on-demand reporting
- A pragmatic approach to creating a realistic retail and restaurant target list
- Connecting opportunities to developers, tenant reps and retail/restaurant concepts
- Quarterly updates or more frequent as recruitment warrants
- Restaurant(s) – QSR, FSR or Fast Casual - \$17,500
- Tenant less than 10,000 square feet - \$20,000
- Tenant between 10,001 and 50,000 square feet - \$25,000
- Tenant between 50,001 and 90,000 square feet - \$40,000
- Tenant between 90,001 and 120,000 square feet - \$60,000
- Tenant greater than 120,001+ square feet - \$80,000
- Hospitality - \$35,000 if the developer is introduced to the market by NextSite

**\*Success fees are earned on all commercial development under construction, LOI and/or completed as a result of any of NextSite’s services. The city agrees to pay consultant 25% of the fee when construction begins and the balance, 75%, when the tenant opens for business. Outparcel developments are considered separate success fees.**

“Many of the connections we have made with developers and tenant reps have been the direct result of working with Chuck and the NextSite team. The City of Albertville is thankful for the retail growth opportunities we have had over the last few years and NextSite continues to be a great partner in assisting the city with all our retail recruiting efforts. It is reassuring to know that even when I am not in the room – the folks at NextSite are vetting opportunities for our city with their large network of developer and tenant rep relationships.”

**Mike Price**  
**City of Albertville, AL – Economic Development Director**



**Charles Branch**  
**205.218.9578**  
**[Charles@NextSite.net](mailto:Charles@NextSite.net)**

**RESOLUTION NO. 2026-062-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES WITH MIKE GENTLE**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Mike Gentle for certain support services for the City of Madison Public Works Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Contractor Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**BE IT FURTHER RESOLVED** that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Mike Gentle in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of February 2026.

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

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of February 2026.

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

**PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**

**THIS AGREEMENT** for professional contractor services (“Agreement”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Mike Gentle, 4425 Sullivan Street Apt. #101, Madison, Alabama 35758, hereinafter referred to as “Contractor.”

**WHEREAS**, Contractor, after serving in various positions with the City of Madison Public Works Department, retired from service in 2022; and

**WHEREAS**, the City’s Public Works Department will reduce costs and achieve more efficient operation by retaining the services of an experienced professional to assist with certain Public Works services on a part-time basis; and

**WHEREAS**, Contractor is a unique provider of such services, and he possesses the experience and qualifications necessary to offer the same to the City; and

**WHEREAS**, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

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

- 1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on a part-time and as-needed basis as the Director of Public Works directs:
  - a. Special Event Coordinator
  - b. Weather Event Coordinator
  - c. Advanced Emergency Manager
  - d. FEMA Manager for Weather Related Events Reimbursement for the City
  - e. Inspector for ROW Mowing and Public Works Paving Projects
  - f. Inspector for Parks and Recreation Greenway Mowing
  
- 2. **PAYMENT FOR SERVICES; EFFECT ON RETIREMENT:** City agrees to pay, and Contractor agrees to accept, the sum of twenty-two dollars (\$22.00) per hour for the services described in Section 1 of the Agreement.
  - a. Contractor shall not be compensated for meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Public Works.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5<sup>th</sup>) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on his eligibility for or receipt of retirement benefits of any kind.

e. Contractor’s work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama (“ERS”) regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor’s sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

**3. ENTIRE AGREEMENT; NON-WAIVER**

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

**4. EFFECTIVE DATE; TERM**

This Agreement shall become effective at the opening of business on February 28<sup>th</sup>, 2026, and shall expire at the close of business on February 27<sup>th</sup>, 2027.

**5. TERMINATION**

a. Either party may terminate this Agreement with or without cause upon twenty-four (24) hours’ written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

**6. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be a part-time or full-time employee of the City, nor shall he be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose his work hours.

**7. INDEMNIFICATION**

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney’s fees, which arise out of or are in any way connected with the Contractor’s performance of his obligations under this agreement.

**8. ASSIGNMENT OF CONTRACT**

Contractor may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

**9. GOVERNING LAW**

The laws of the State of Alabama shall govern this Agreement.

**10. NOTICES**

All notices to City shall be addressed to:

City of Madison  
Public Works Department  
240 Palmer Road  
Madison, Alabama 35758

All notices addressed to Contractor shall be addressed to:

Mike Gentle  
4425 Sullivan Street, Apt. 101  
Madison, Alabama 35758

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

## **11. SEVERABILITY AND WAIVER**

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

## **12. EXCUSED PERFORMANCE**

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

Should such suspension or delay lawfully last more than five (5) calendar days, the parties agree that this Agreement shall be terminated in its entirety and that the only liability accruing to either party shall be payment to the other of any monies due and owing at the time the suspension or delay began.

**IN WITNESS WHEREOF**, the undersigned hereby affirm that they have the authority to execute this Agreement on behalf of the respective parties 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 authority, as 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 of the City of Madison, Alabama, respectively, 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, on the date the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of February 2026.

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

**Mike Gentle**  
**CONTRACTOR**

\_\_\_\_\_  
Mike Gentle

\_\_\_\_\_  
Date

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

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mike Gentle, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and the official seal this\_\_\_\_\_ day of February 2026.

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

**RESOLUTION NO. 2026-056-R**

**A RESOLUTION AUTHORIZING PURCHASE OF F-350 4X4 REGULAR CAB THROUGH CITY OF HUNTSVILLE JOINT PURCHASING AGREEMENT**

**WHEREAS**, the City of Madison, Alabama (“Madison”) and the City of Huntsville, Alabama (“Huntsville”) entered into a renewed Joint Purchasing Agreement via Ordinance No. 2026-054 pursuant to Alabama Code §41-16-50(c) for the purchase of light duty vehicles from Huntsville’s competitively bid contract; and

**WHEREAS**, Huntsville has awarded a bid contract to Woody Anderson Ford, Inc. (Contract No. 5202615A), ratified via Huntsville Resolution No. 25-963, which commenced on December 4, 2025 and lasts until December 3, 2026, with the option to renew for two (2) additional one (1) year terms; and

**WHEREAS**, Huntsville has confirmed Madison’s continued utilization of Contract No. 5202615A for purchase of light duty vehicles; and

**WHEREAS**, the Parks and Recreation Department has requested authorization to purchase one (1) 2026 Ford F-350 4x4 Regular Crew Cab pickup truck;

**WHEREAS**, the utilization of Huntsville’s competitively bid contract with Woody Anderson Ford, Inc. provides cost savings to Madison and serves a valid and legitimate public purpose.

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

**BE IT FURTHER RESOLVED** by the City Council of the City of Madison, Alabama, that the Finance Director is hereby authorized to purchase one (1) 2026 F-350 4x4 Regular Crew Cab pickup truck through Woody Anderson Ford, Inc., via the City of Huntsville Joint Purchasing Agreement under Contract No. 5202615A.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of February 2026.

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

ATTEST:

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

APPROVED this \_\_\_\_ day of February 2026.

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



Preview Order 9999 - F3B 4x4 Reg Cab SRW: Order Summary Time of Preview: 01/09/2026 12:51:09 Receipt: NA

Dealership Name: Woody Anderson Ford

Sales Code : F21717

Dealer Rep.	Richard Bean	Type	Fleet	Vehicle Line	Superduty	Order Code	9999
Customer Name	MADISON CITY	Priority Code	C2	Model Year	2026	Price Level	635

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F350 4X4 STYLESIDE PICKUP/142	\$49770	\$47281	10900# GVWR PACKAGE	\$0	\$0
142 INCH WHEELBASE	\$0	\$0	50 STATE EMISSIONS	\$0	\$0
TOTAL BASE VEHICLE	\$49770	\$45855	TRAILER BRAKE CONTROLLER	\$300	\$273
OXFORD WHITE	\$0	\$0	ROOF CLEARANCE LIGHTS	\$150	\$137
VINYL 40/20/40 SEATS	\$0	\$0	JACK	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0	UPFITTER SWITCHES	\$250	\$228
PREFERRED EQUIPMENT PKG.610A	\$0	\$0	190AMP(GAS)/250AMP(6.7L) ALTR	\$0	\$0
.XL TRIM	\$0	\$0	PRICE CONCESSION INDICATOR	\$0	\$0
.AIR CONDITIONING - CFC FREE	\$0	\$0	REMARKS TRAILER	\$0	\$0
.AM/FM STEREO MP3/CLK	\$0	\$0	TOUGH BED SPRAY IN BEDLINER	\$625	\$569
.STEEL ROAD WHEELS-18"	\$0	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0	\$0
.6.8L DEVCT NA PFI V8 ENGINE	\$0	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0	\$-1037
10-SPEED AUTO TORQSHIFT-G	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1426
.LT275/65R18E BSW ALL SEASON	\$0	\$0	FUEL CHARGE	\$0	\$11.72
4.30 ELECTRONIC-LOCKING AXLE	\$430	\$392	NET INVOICE FLEET OPTION (B4A)	\$0	\$7
JOB #1 ORDER	\$0	\$0	PRICED DORA	\$0	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	\$-635	ADVERTISING ASSESSMENT	\$0	\$0
FRONT LICENSE PLATE BRACKET	\$0	\$0	DESTINATION & DELIVERY	\$2595	\$2595
PLATFORM RUNNING BOARDS	\$320	\$291			

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	\$54440	\$48686.72
DISCOUNTS	NA	NA
TOTAL	\$54440	\$48686.72

ORDERING FIN: QA108 END USER FIN: QA108

INCENTIVES  
Acc. Code ID :10 Contract/Ref # :13-076T Bid Date :05/08/25State : AL

DISCOUNTS:  
\$-3300.00

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

INVOICE:	\$48,686.72
HSV BID:	+\$100.00
GPC:	-\$3,300.00
TOTAL:	\$45,486.72

*Richard Bean*

Customer Signature

Date

**This order has not been submitted to the order bank.  
This is not an invoice.**

**RESOLUTION NO. 2026-063-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES  
AGREEMENT FOR SPECIAL NEEDS ADAPTIVE DANCE LESSONS**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Jennifer Besaw to teach special needs adaptive dance lessons at the Town Madison Wellness Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of February 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 February 2026.

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Jennifer Besaw, doing business as Every Body Dance Crew, located at 412 White Petal Street, SW, Huntsville, AL, 35824, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains a facility known as the Town Madison Wellness Center, located at 190 Graphics Drive; and

**WHEREAS,** the City desires to obtain the services of a professional special needs adaptive dance instructor for the provision of dance class instruction; and

**WHEREAS,** Contractor is a unique provider of the services.

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

**SECTION ONE: SERVICES TO BE PROVIDED**

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  - 1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
  - 3. Contractor may be allowed to store his or her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  - 4. Contractor shall have access to necessary equipment and a speaker provided by the City, if necessary.
  - 5. Contractor shall maintain an accurate roll for all classes/training he or she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

6. The City will, when practicable, provide the Contractor with two (2) hours' notice if classes do not meet the minimum requirements of three (3) participants.
  7. The Contractor shall not allow more than thirty (30) participants in any one class.
  8. The Contractor's classes shall be offered to adults eighteen (18) years of age and older.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of seven dollars (\$7.00) per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of

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

**SECTION FOUR: COMMENCEMENT; TERM**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

**SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

**SECTION SEVEN: EXCUSED PERFORMANCE**

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

**SECTION EIGHT: ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**SECTION NINE: ENTIRE AGREEMENT; WAIVER**

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

**SECTION TEN: NOTICES**

All notices to City shall be addressed to:  
**City of Madison Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Jennifer Besaw**  
**Every Body Dance Crew**  
**412 White Petal Street, SW**  
**Huntsville, AL 35824**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

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

**SECTION THIRTEEN: MISCELLANEOUS PROVISIONS**

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

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

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

**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 February 2026.

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



**RESOLUTION NO. 2026-065-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR YOUTH COMMUNITY PHYSICAL EDUCATION**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Shana Howard, d/b/a All Around Athlete, LLC, to teach youth community physical education at the Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of February 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 February 2026.

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

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Shana Howard, doing business as All-Around Athlete, LLC, located at 487 Wade Road, Owens Cross Roads, Alabama, 35763, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains a facility known as the Madison Community Center, located at 1329 Browns Ferry Road; and

**WHEREAS,** the City desires to obtain the services of a professional community physical education instructor for the provision of youth physical education lessons designed to promote fitness, teamwork, and skill development as well as movement, coordination and foundational physical literacy; and

**WHEREAS,** Contractor is a unique provider of the services.

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

**SECTION ONE: SERVICES TO BE PROVIDED**

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
  3. Contractor may be allowed to store his or her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall have access to necessary equipment and a speaker provided by the City, if necessary.
  5. Contractor shall maintain an accurate roll for all classes/training he or she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

- 6. The City will, when practicable, provide the Contractor with two (2) hours' notice if classes do not meet the minimum requirements of twenty-five (25) participants.
- 7. The Contractor shall not allow more than forty (40) participants in any one class.
- 8. The Contractor's classes shall be offered to youth aged five (5) - eleven (11) years of age.
  
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect course fees of ten dollars (\$10.00) per paying pre-registered participant and twenty dollars (\$20.00) per paying drop-in participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an

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

**SECTION FOUR: COMMENCEMENT; TERM**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

**SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

**SECTION SEVEN: EXCUSED PERFORMANCE**

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

party’s suspension of performance.

**SECTION EIGHT: ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**SECTION NINE: ENTIRE AGREEMENT; WAIVER**

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

**SECTION TEN: NOTICES**

All notices to City shall be addressed to:  
**City of Madison Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Shana Howard**  
**All-Around Athlete, LLC**  
**487 Wade Road**  
**Owens Cross Roads, Alabama 35763-9129**

**SECTION ELEVEN: GOVERNING LAW**

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

**SECTION TWELVE: IMMIGRATION LAW**

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

**SECTION THIRTEEN: MISCELLANEOUS PROVISIONS**

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

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

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

**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 February 2026.

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



**RESOLUTION NO. 2026-066-R**

**A RESOLUTION AUTHORIZING FIREWORKS DISPLAY AGREEMENT  
WITH PYRO SHOWS OF ALABAMA, INC.,  
FOR FOURTH OF JULY SHOW**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an Agreement with Pyro Shows of Alabama, Inc., for professional services to plan and execute a Fourth of July fireworks show, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contract Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9<sup>th</sup> day of February 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 February 2026.

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



**PYRO SHOWS OF ALABAMA, INC.**  
**Contract Agreement**

This Agreement made on **February 10, 2026**, by and between **PYRO SHOWS OF ALABAMA, INC.**, a Alabama Corporation, whose address is **3325 Poplar Lane, Adamsville, AL 35005**, with a mailing address at **P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as "**PYRO SHOWS**" and **City of Madison, AL**, a municipal corporation, with its principal place of business located at **100 Hughes Road, Madison, AL 35758** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the quote dated January 26, 2026, a shell summary to be developed in coordination with the Recreation Director, and the site map attached to this Agreement. The Show(s) will be given on **July 3, 2026**. Rain date/postponement date TBD.
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase its budget to absorb tariffs - OR - Customer may maintain the current budget of its show with a corresponding reduction in the amount of product included in its show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than thirty (30) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or any agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses exceed ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses exceed thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to Customer's termination for convenience. Customer will not bear responsibility for paying any portion of the contract price if the cancellation is due to the fault or convenience of Pyro Shows.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by tire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and tiring equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. **SECURITY AREA HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of Customer's intentional allowance of unauthorized persons into the 350-foot Safety Fallout Radius described on the site map attached to this agreement.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement may not be sold, assigned, amended, or transferred without the prior mutual written consent of the parties.



**PYRO SHOWS OF ALABAMA, INC.**

**Contract Agreement**

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws. Pyro Shows agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Alabama, and any suit involving this contract shall be brought in the Courts of Madison County in the State of Alabama. PYRO SHOWS hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against Customer in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer may name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. Pyro Shows will provide a Certificate of Insurance and endorsements evidencing Customer's additional insured status within thirty (30) days of the execution of this Agreement. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. PAYMENT TERMS:** Madison, AL, City of shall pay PYRO SHOWS \$18,400.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$9,200.00) upon return of the signed contract. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. HOLD HARMLESS & INDEMNIFICATION:** Pyro Shows agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising from or relating to its services pursuant to this Agreement. To the extent allowed by law, City agrees to hold harmless and indemnify Pyro Shows, its officers, directors, employees, and sub-contractors from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Pyro Shows pursuant to this Agreement.
- XVI. INDEPENDENT CONTRACTOR:** It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Pyro Shows are not nor shall be deemed to be employees of Customer and that employees of Customer are not nor shall they be deemed to be employees of Pyro Shows.



**PYRO SHOWS OF ALABAMA, INC.**  
**Contract Agreement**

**IMPORTANT:** Checks must be made payable to **PYRO SHOWS OF ALABAMA, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.



**PYRO SHOWS OF ALABAMA, INC.**  
**Contract Agreement**

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**PYRO SHOWS OF ALABAMA, INC.**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President**

**CUSTOMER**

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**Signature Printed Name Title**

**ATTEST:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

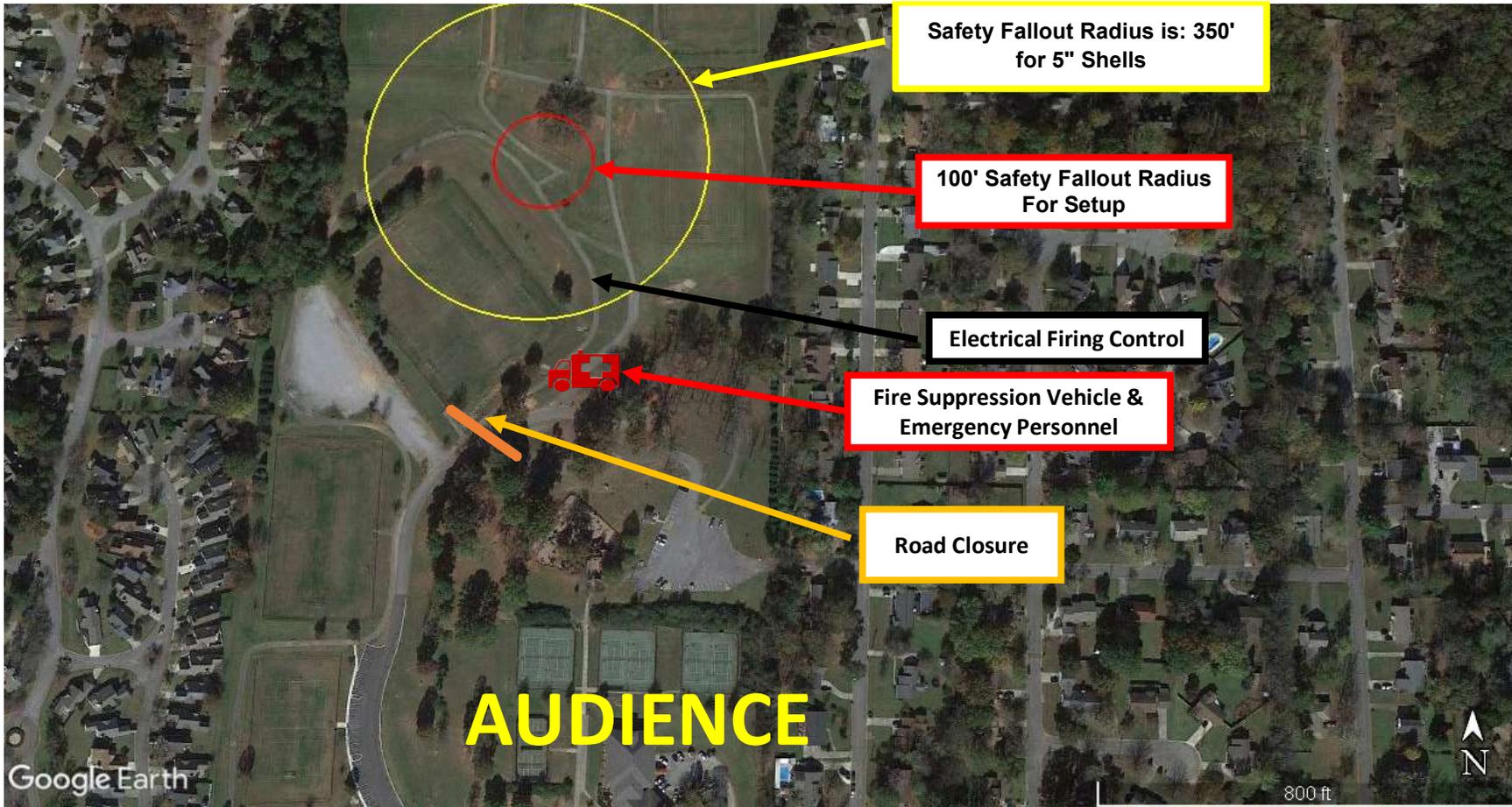
**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.





Customer: Madison,AL, City of  
 Show Date: Friday, July 3, 2026  
 Show Address: 8324 Old Madison Pike Madison, AL 35758  
 Show Site Lat / Long: 0,0  
 Show Time: 9:00 PM  
 Rain Date: TBD

Show Name: Madison IDC 2026  
 Maximum Device Size: 5  
 Safety Fallout Radius: 350 feet  
 Storage Required: No  
 Diagram Created: 04/14/25  
 Diagram Created By: