



Agenda

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

6:00 PM
Council Chambers
January 12, 2026

AGENDA NO. 2026-01-RG

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

1. CALL TO ORDER
2. INVOCATION
 - A. Pastor John Dees of CrossPointe Church
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. Minutes No. 2025-09-WS, dated December 17, 2025
 - B. Minutes No. 2025-24-RG, dated December 22, 2025
7. PRESENTATIONS AND AWARDS
 - A. Recognition of Driver Tyler Drew as 2026 Firefighter of the Year
 - B. Madison Fire & Rescue Promotion Ceremony for Battalion Chief Michael Sedlacek and Captain Nathan Hankins
 - C. Presentation of Life Saving Awards for the following: Star of Life Award - Captain Brent Rhodes, Driver Bryant Smith, Firefighter Jacob Espitia, Robert Roth (HEMSI), Colin Barnes (HEMSI), Amber Aranda (HEMSI) and John Blankenship (HEMSI). Unit Citation Award – Driver Jonathan Martin, Firefighter and Jacob Harper Jacob Vinson (HEMSI).
 - D. Madison Christmas Parade Awards presented by Debbie Overcash
 - E. Presentation of Christmas Tree Decorating Contest winners by Debbie Overcash

F. Ringo/Pogo presentation with the Animal Control Officers, Billie Goodson and Shane Kyker

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. **Resolution No. 2026-001-R:** Approving an annual Appropriation Agreement with the Madison Beautification and Tree Board for FY26 (\$7,500 to be paid from General Operating account)
- B. **Resolution No. 2026-002-R:** Approving an annual Appropriation Agreement with the Madison City Community Orchestra for FY26 (\$4,000 to be paid from General Operating account)
- C. **Resolution No. 2026-003-R:** Approving an annual Appropriation Agreement with the Huntsville Botanical Garden for FY26 (\$20,000 to be paid from General Operating account)
- D. **Resolution No. 2026-004-R:** Approving an annual Appropriation Agreement with the Crisis Services of North Alabama for FY26 (\$20,000 to be paid from General Operating account)
- E. **Resolution No. 2026-005-R:** Approving an annual Appropriation Agreement with the Madison County Health Department for FY26 (\$30,000 to be paid from General Operating account)
- F. Acceptance of donations from: V. Hallman and C. Johnson for Senior Center programming, and St. John the Baptist Catholic Church parishioners on behalf of Rev. Bryan Lowe for the Homebound Meal Program (\$2,440 to be deposited into the Senior Center Donations account)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

- A. **Resolution No. 2026-042-R:** Acceptance of grant funds from the Alabama Department of Economic and Community Affairs in the amount of \$100,000 for the construction of the Public Safety Training Tower

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Lisa Laurendine to seat 5 of the Zoning Board of Adjustment and Appeals with a term expiration of December 31, 2028

B. Appointment of Richard Travers to the Madison Police Citizens Advisory Committee - District 2

12. PUBLIC HEARINGS

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

A. Resolution No. 2026-033-R: Request for an On-Premises Beer and Wine License from Om Shanti - Raghav Inc., doing business as Kohinoor Indian Cuisine, for their location at 12110 County Line Road, Suite A, Madison, Alabama 35756

B. Resolution No. 2026-034-R: Request for an Off-Premises Beer and Wine License from Murphy Oil USA Inc., doing business as Murphy USA #7984, for their location at 101 Grace Scott Way, Madison, AL 35758

13. DEPARTMENT REPORTS

ENGINEERING

A. Resolution No. 2026-035-R: Awarding Bid No. 2025-021-ITB for the County Line Road and Royal Drive Improvements Phase 1 Project to Rogers Group, Inc. in the amount of \$1,698,000.00 (to be paid from 38-150-000-2941-07 & 38-150-000-2841-08)

B. Proposed Ordinance No. 2025-408: Approving Amendments to State and Federal Standards for the Prevention of Flood Damage (First Reading 12/22/2025)

HUMAN RESOURCES

A. Resolution No. 2026-026-R: Approving the Reorganization for the Engineering Department

B. Resolution No. 2026-027-R: New Position Titles & Grade Changes for Facilities Department

C. Resolution No. 2026-028-R: New Positions, Titles & Grade Changes for Parks & Recreation Department

LEGAL

A. Proposed Ordinance No. 2025-413: Authorizing the Water & Wastewater Board of the City of Madison, doing business as Madison Utilities, to dispose of certain personal property (First Reading 12/22/2025)

B. Proposed Ordinance No. 2026-036: An Ordinance to Repeal Certain Provisions of Ordinance 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)

PLANNING

A. Proposed Ordinance No. 2025-409: Vacation of utility and drainage easement located within 157 Shaleroock Drive, Lot 97 of Moore's Creek Phase 3 Subdivision (First Reading 12/22/2025)

B. Resolution No. 2026-037-R: Authorizing an Annexation Agreement with Clift Home Place, LLC (Notice published December 31 in Madison Record)

C. Proposed Ordinance No. 2025-421: Assenting to the Annexation of Property Located at 8094 Highway 72 West into the City of Madison (First Reading 12/22/2025)

- D. **Resolution No. 2026-031-R:** Setting a Public Hearing on 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 Publication 1/14/2026, Synopsis 1/21/26, Public Hearing 2/9/26)
- E. **Resolution No. 2026-029-R:** Authorizing acceptance of a pedestrian, utility, and drainage easement on 8721 Madison Boulevard (across north end of property)
- F. **Resolution No. 2026-030-R:** Authorizing acceptance of a pedestrian, utility, and drainage easement on 8721 Madison Blvd (across south end of property)

POLICE

- A. **Resolution No. 2026-040-R:** Amending agreement with Trident Security Solutions, LLC, for security services at City Hall complex for an additional one-year term (\$172,380 to be paid from Police Department budget)

RECREATION

- A. **Resolution No. 2026-038-R:** Authorizing a Professional Services Agreement with Cristina Lynn for yoga instruction services (no charge to City, courses cost \$12 - \$15 per person)
- B. **Resolution No. 2026-039-R:** Awarding Bid No. 2025-024-ITB for the Playground Equipment Installation project to Struthers Recreation, LLC, in the amount of \$119,715.00 (to be paid from Recreation Department - Neighborhood Parks budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2025-09-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
December 17, 2025**

The Madison City Council met for a public work session on Wednesday, December 17, 2025, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 David Bier	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, Executive Assistant Myranda Staples, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Economic and External Affairs Officer Traci Gillespie, Communication and External Affairs Officer Samantha Magnuson, and Director of Finance David Lawing

Public Attendance registered: Margi Daly

EXECUTIVE SESSION

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

As the City's attorney and a person involved in certain commercial economic development recruitment and retention efforts, I advise the City Council to go into executive session pursuant to Alabama Code §36-25A-7(a)(7) to discuss preliminary negotiations involving matters of trade or commerce in which the City is in competition with private individuals or entities or other governmental bodies, as well as §36-25A-7(a)(6) for the purpose of discussing the consideration Council is willing to accept when considering the lease of real property. Discussion of these matters, if disclosed outside of executive session, would have a detrimental effect on the competitive position of the city or parties to the negotiations, or upon the location, retention, expansion, or upgrading of business entities in the area.

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

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

Motion carried.

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

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 5:32 p.m.

Minutes No. 2025-09-WS, dated December 17, 2025, read, approved and adopted this 12th day of January, 2026

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary



**MINUTES NO. 2025-24-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 December 22, 2025**

The Madison City Council met in regular session on Monday, December 22, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:01 p.m. by Council President Maura Wroblewski.

Madison Police Chaplain Robin Cramer provided the invocation followed by the Pledge of Allegiance led by Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Records Coordinator Adam Smedley, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief John Gandy, City Engineer Michael Johnson, Finance Director David Lawing, Director of Development Services Mary Beth Broeren, Parks and Recreation Program Superintendent Stephanie Elmore, and Building Department Director Kipp Richerzhagen.

Public Attendance registered: Margi Daly, Christina Hearne

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli requested the following amendments to be added to the agenda:

ORDINANCE NO. 2025-421: Under Planning department reports, the item was added to the agenda.

With no more amendments to the agenda, Council President Wroblewski approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2025-08-WS DATED DECEMBER 3, 2025

Council Member Goodson moved to approve Minutes No. 2025-08-WS. Council Member White seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-23-RG DATED DECEMBER 8, 2025

Council Member Jackson moved to approve Minutes No. 2025-23-RG. Council Member Bier seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

MADISON VISIONARY PARTNERS ANNUAL UPDATE - CHRISTINA HEARNE, EXECUTIVE DIRECTOR

The Executive Director of Madison Visionary Partners, Christina Hearne shared a presentation highlighting community projects and notable events from the past year. Madison Visionary Partners projects included the expansion and renovation of Kid’s Kingdom to all for more inclusion and accessibility; leading the fundraising efforts for Madison’s community center; hosting the third annual Madison Visionary Awards, honoring outstanding community individuals; and distributed grants. Madison Visionary Partners also launched service weekends, lead the Madison Mural Trail, helped revitalize Downtown Madison, and launched the Gather Madison Event.

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word “**Comment**” to 938-200-8560. Anyone who wanted to submit a presentation to*

the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.

MARGI DALY (DISTRICT 6)

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

- Wished the Council, Mayor, and all in attendance a Merry Christmas and Happy New Year.
- Thanked everyone in the city for their hard work.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,293,244.65
Special General Operating Account	\$365.24
ADEM Storm Drainage	\$629.00
½ Cent Capital Replacement	\$191,000.00
Gasoline Tax & Petroleum Inspection fees	\$45,253.90
Street Repair and Maintenance	\$1871.97
Subdivision Cash Bonds	\$25,265.25
Library Building Fund	\$6,153.59
Venue Maintenance	\$175,124.13

Regular and periodic bills to be paid:

Resolution No. 2025-335-R: Approving an Annual Appropriation Agreement with The Enrichment Center for FY26 (\$25,000 to be paid from General Operating account)

Resolution No. 2025-336-R: Approving an Annual Appropriation Agreement with Wellstone, Inc for FY26 (\$45,000 to be paid from General Operating account)

Resolution No. 2025-337-R: Approving an Annual Appropriation Agreement with the Land Trust of North Alabama for FY26 (\$10,000 to be paid from General Operating account)

Resolution No. 2025-338-R: Approving an Annual Appropriation Agreement with Madison Visionary Partners for FY26 (\$55,000 to be paid from General Operating account)

Resolution No. 2025-339-R: Approving an Annual Appropriation Agreement with KTECH, a Workforce Initiative of The Kids to Love Foundation, for FY26 (\$5,000 to be paid from General Operating account)

Resolution No. 2025-410-R: Authorizing the renewal of the Microsoft Licensing Agreement with SHI for a one-year term (\$79,633.05 to be paid from IT Department budget)

Resolution No. 2025-418-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064729 on an incident which occurred on August 28, 2025, to a Public Works vehicle (\$5,507.22 [less a \$1,000 deductible] to be deposited into General Operating account)

Acceptance of donations from: S. Kollman in the amount of \$200, and P. Nichols in the amount of \$40 for Senior Center programs (to be deposited into the Senior Center Donations account)

Acceptance of donation from: DGore for Madison Senior Center Programming in the amount of \$40.00

Acceptance of donation from: KTran for Madison Senior Center Programming in the amount of \$100.00

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

Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Maura Wroblewski	Aye
Council Member Michael McKay	Absent
Council Member Alice Lessmann	Absent
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:

- Recognized a former Bob Jones student who helped select the new site for the new Eli Lilly site.
- Attended the Redstone Update and luncheon and received information from General Whiting from Space Command.

- Attended the Space Command sign unveiling on Redstone Arsenal followed by a roundtable discussion with Congressional and military leaders.
- Discussed that Space Command personnel are looking for the community to provide high quality healthcare, schools, jobs, and infrastructure.
- Attended Cub Scout meeting for Pack 7083 and discussed Highway 72 and other questions.
- Visited with Limestone County Sheriff, Joshua McGloin and toured their jail expansion and renovation.
- Shared an update on the train alert update.
- Thanked IT Department, particularly Chris and Garrett, for their assistance.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Informed about the Library Yappy Hour Info Dump on Saturday, December 27, 2025, at Madison Library.

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Wished everyone Happy Holidays.
- Thanked the Council, Mayor, and staff for their hard work.
- Recognized Christina Hearne and Madison Visionary Partners for their contributions.

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Recognized the Christmas parade and the work that went into making that event happen.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

Absent

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

Absent

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Shared information about the T-Shirt Pop-Up event at the Madison Senior Center on December 23, 2025.

- Wished everyone a Merry Christmas, Happy Holidays, and a Happy New Year.

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Relayed that the Madison Arts Alliance is searching for a new board member to serve as Vice president of the Board and spearhead sponsorship recruitment and grant writing.
- Recognized and thanked members of the public who have been active in meetings and who have been communicating with the council thus far.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF BRENDA BUSCHMANN TO SEAT 4 OF THE ZONING BOARD OF ADJUSTMENT AND APPEALS WITH A TERM EXPIRATION OF DECEMBER 31, 2028

Council Member White nominated Brenda Buschmann for a reappointment. There being no further nominations, Ms. Buschmann was reappointed by acclamation.

PUBLIC HEARINGS

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

RESOLUTION NO. 2025-385-R: AUTHORIZING THE ASSESSMENTS OF WEED LIENS (21 MORNINGSIDE DRIVE FOR \$778.30; 102 WINDY WAY DRIVE FOR \$578.89; 108 CLAYTOR LANE FOR \$578.30; 108 TUMBLEWEED DRIVE FOR \$603.30; 110 SUNNYFIELD DRIVE FOR \$578.30; 111 DARTFORD DRIVE FOR \$578.30; 112 MARKUM LANE FOR \$578.30; 118 CRESENT CIRCLE FOR \$478.30; 120 CRESENT CIRCLE FOR \$553.30; 125 FREEDOM WAY FOR \$1078.30; 126 CREEKROCK DRIVE FOR \$578.30; 131 HIGH COACH WAY FOR \$678.89; 133 LEWIS LANE FOR \$578.30; 180 DUSTY TRAIL FOR \$678.30; 190 SHELTON ROAD FOR \$2078.30; 315 MAPLEWOOD DRIVE FOR \$553.30; 316 MAPLEWOOD DRIVE FOR \$578.30; 323 PENSION ROW FOR \$578.30; 798 SEINA VISTA DRIVE FOR \$678.89; 1100 PRINCETON DRIVE FOR \$1378.30)

Council President Wroblewski informed Council that the resolution deals with the assessment of weed liens, that reports had been previously sent to the owners, and added that everything is in order for Council action. Council President Wroblewski invited any owners of or representatives for said properties to speak first. There being none, Council Wroblewski opened the floor for public comments regarding this request. Margi Daly commented that she

had researched a few of the properties and found that they had taxes due. She speculated about foreclosure on the property and the financial state of the owners. She suggested that, rather than add the names of owners to a list, it would be nice if neighbors came together to help with yardwork. Council President Wroblewski concurred with Margi's points about being good stewards of the neighborhood, mentioned Madison's Wellness Check Service through the Police Department. She then closed the floor and entertained a motion from Council.

Council Member Goodson moved to approve Resolution No. 2025-385-R. Council Member White seconded. Council Member Bier commented in agreement with Ms. Daly that he, too, had investigated a few of the properties, discovered that one specifically in District Two was purchased by investors out of foreclosure, and noted that the needs of upkeep are falling on the city. He expounded by saying it's good to look for opportunities to help in those situations. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO 2025-407-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC. FOR A TOPOGRAPHIC AND RIGHT OF WAY SURVEY OF THE AREA ON THE EAST SIDE OF HUGHES ROAD BETWEEN LYNBROOK AND OAKLAND TRACE ON PROJECT 26-006 A | HUGHES SIDEWALKS AT DISCOVERY MIDDLE SCHOOL (NOT TO EXCEED \$9,300.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Bier moved to approve Resolution No. 2025-407-R. Council Member White seconded. Council Member Jackson then asked if, according to the comprehensive plan to widen Hughes Road from three to five lanes from East View Road to Highway 72, this section of proposed sidewalk eventually have to be removed to accommodate said expansion. City Engineer Michael Johnson explained that the widening project will occur in several phases and while it is a possibility, there is no conceptual design for that phase currently, nor is there a definitive answer to that question as of this time. 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	Absent
Council Member Alice Lessmann	Absent

Council Member Kenneth Jackson

Aye

Motion carried.

ORDINANCE NO 2025-408: APPROVING AMENDMENTS TO STATE AND FEDERAL STANDARDS FOR THE PREVENTION OF FLOOD DAMAGE (FIRST READING)

This is a first reading.

RESOLUTION NO. 2025-412-R: AWARDING BID NO. 2025-023-ITB FOR THE PROVISION OF STREET SWEEPING SERVICES TO SWEEPING CORPORATION OF AMERICA, LLC, IN THE AMOUNT OF \$64,965.00 PER YEAR FOR UP TO THREE YEARS (TO BE PAID FROM STORMWATER USER FEE)

Council Member Bier moved to approve Resolution No. 2025-412-R. Council Member Goodson seconded. Council President Wroblewski stressed the importance of Council communicating with their constituents about the street sweeping services to their best of their abilities in order to increase the effectiveness of the service as provided. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2025-413: AUTHORIZING THE WATER & WASTEWATER BOARD OF THE CITY OF MADISON, DOING BUSINESS AS MADISON UTILITIES, TO DISPOSE OF CERTAIN PERSONAL PROPERTY (FIRST READING)

This is a first reading.

PLANNING

PROPOSED ORDINANCE NO. 2025-409: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 157 SHALEROCK DRIVE, LOT 97 OF MOORE'S CREEK PHASE 3 SUBDIVISION (FIRST READING)

This is a first reading.

ORDINANCE NO. 2025-421: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 8094 HIGHWAY 72 WEST INTO THE CITY OF MADISON (FIRST READING)

This is a first reading.

POLICE

RESOLUTION NO. 2025-403-R: AUTHORIZING PURCHASE OF THREE 2026 FORD POLICE INTERCEPTOR AWD UTILITY-T191L FROM STIVERS FORD LINCOLN THROUGH THE STATE BID LIST (\$44,466 PER VEHICLE/\$133,398 TOTAL TO BE PAID FROM POLICE DEPARTMENT CAPITAL OUTLAY BUDGET)

Council Member Jackson moved to approve Resolution No. 2025-403-R. Council Member White seconded. Council Member Bier inquired as to the total cost of equipping a police cruiser. Police Chief John Gandy clarified that the subsequent resolutions would also be included in the total sum of a fully equipped police cruiser. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-404-R: AUTHORIZING PURCHASE OF THREE LIGHTS AND SIRENS OUTFITTING PACKAGES FROM HAYNES EMERGENCY LIGHTING THROUGH THE STATE BID LIST (\$14,857.30 PER VEHICLE/\$44,571.90 TOTAL TO BE PAID FROM POLICE DEPARTMENT CAPITAL OUTLAY BUDGET)

Council Member Goodson moved to approve Resolution No. 2025-404-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-405-R: AUTHORIZING PURCHASE OF THREE DASH CAMERAS FROM AXON ENTERPRISE, INC., THROUGH THE STATE BID LIST (\$46,602 TO BE PAID FROM POLICE DEPARTMENT CAPITAL OUTLAY BUDGET)

Police Chief John Gandy explained that the cameras in question were not simple dash cameras, but specialized equipment with multifunctional usage specialized for law enforcement purposes.

Council Member Bier moved to approve Resolution No. 2025-405-R. Council Member White seconded. Council President Wroblewski asked about Flock Cameras and their presence in Police cars. Chief Police John Gandy clarified that Flock Cameras are something completely different than the items discussed in the resolution. 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	Absent
Council Member Alice Lessmann	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2025-414-R: AUTHORIZING AN AGREEMENT WITH POWER DMS FOR DOCUMENT MANAGEMENT SERVICES (\$4,697.09 THROUGH FY 26, \$45,623.69 FOR FY 27, TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Police Chief John Gandy explained that Madison Police Department is already using Power DMS for some services, but would use this new agreement to move over records from another service, IE Pro. He explained that this resolution would allow the department to house records such as disciplinary, injury, coaching, and performance reports under one service— Power DMS. He continued by expressing how the information would be simplified, stored externally, and streamlined, reducing the need for extraneous services and providers.

Council Member Bier moved to approve Resolution No. 2025-414-R. Council Member White seconded. Council Member Bier asked about document management and retention policies under the current software management. Police Chief John Gandy explained that, in the matter of document management, it becomes about policies that the State requires. Kalia, a program currently used, does not meet requirements. The new program, however, will help track State requirements for document retention. Council Member Goodson confirmed that, by switching completely to Power DMS, the Police Department would have no need to license the other service. Police Chief John Gandy confirmed this, verifying that the department would no longer have to pay for those services. 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	Absent
Council Member Alice Lessmann	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

RECREATION

RESOLUTION NO. 2025-396-R: AUTHORIZING AN AGREEMENT WITH TRIPMASTER SOFTWARE FOR MARS AND MADISON SENIOR CENTER TRANSPORTATION SYSTEMS (ONE-TIME FEE OF \$7,845.00 AND THEN BILLED MONTHLY \$1,465.00 FROM RECREATION DEPARTMENT BUDGET).

Council Member Jackson moved to approve Resolution No. 2025-396-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-415-R: AWARDING BID NO. 2025-022-ITB FOR THE PALMER PARK LOWER QUAD LED LIGHTING PROJECT TO BIG RIVER ELECTRIC, INC. IN THE AMOUNT OF \$90,000 (TO BE PAID FROM FUND 38)

Council Member Goodson moved to approve Resolution No. 2025-415-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-416-R: AUTHORIZING A ONE-YEAR LICENSING AGREEMENT WITH CAN PLAY ADAPTED PROGRAM FOR SPECIAL NEEDS ADAPTIVE SPORTS PROGRAMS (\$1,000 TO BE PAID FROM RECREATION DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2025-416-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Council Member Michael McKay
Council Member Alice Lessmann
Council Member Kenneth Jackson

Absent
Absent
Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

The meeting was adjourned at 6:38 p.m.

Minutes No. 2025-24-RG, dated December 22, 2025, read, approved and adopted this 12th day of January 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Adam Smedley
Recording Secretary

RESOLUTION NO. 2026-001-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON
BEAUTIFICATION AND TREE BOARD 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 Beautification and Tree Board 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 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 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 **MADISON BEAUTIFICATION AND TREE BOARD** (hereinafter “**MBTB**”) 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, MBTB 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 MBTB 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 MBTB 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. MBTB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MBTB 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 MBTB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MBTB 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 MBTB, nor shall MBTB 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, MBTB 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 MBTB and that officers, employees, and any other agents of MBTB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MBTB 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. MBTB 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 MBTB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MBTB 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 BEAUTIFICATION AND TREE BOARD

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 Beautification and Tree Board 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

Madison Beautification & Tree Board Purpose

The City of Madison Beautification and Tree Board (MBTB) was established on October 28, 2002, and acts in an advisory capacity to the Mayor and City Council. Its purpose is to enhance the quality of life in Madison through beautification and environmentally friendly practices.

Beautification & Tree Board Programs & Projects

- **Beautification Awards Judging**
- **Beautification Award Winners Luncheon**
- **Beautification Awards Sign Placement**
- **Beautification Plaques for Best in Show and Excellence Awards**
- **Fall Tree Plantings in Downtown Madison**
- **Keep Alabama Beautiful Workshops and Projects**
- **Arbor Week Tree Planting**
- **Arbor Week Workshop**
- **Arbor Day Poster Contest for all Madison 5th grade students**
- **Tree Education Workshops and Resource Materials**
- **Library Book Donation**
- **Chamber of Commerce Membership**
- **Chamber of Commerce Kids and Business Expo**
- **Zoom Membership for meetings**
- **IT requirements**

RESOLUTION NO. 2026-002-R

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CITY
COMMUNITY ORCHESTRA 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 City Community Orchestra for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **four thousand dollars (\$4,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 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 **MADISON CITY COMMUNITY ORCHESTRA** (hereinafter “MCCO”) 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, MCCO 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 MCCO 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 MCCO the sum of four thousand dollars and no cents (\$4,000.00) 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. MCCO pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCCO 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 MCCO.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCCO 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 MCCO, nor shall MCCO 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, MCCO 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 MCCO and that officers, employees, and any other agents of MCCO are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCCO 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. MCCO 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 MCCO may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCCO 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 CITY COMMUNITY ORCHESTRA

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 Madison City Community Orchestra 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

Since its founding in 2015, the Madison City Community Orchestra (MCCO) has been actively pursuing its mission of fostering and encouraging the appreciation of music, in all its various forms, with emphasis on orchestral and chamber music. Our goal is to raise the common standard of musical education and enjoyment, and to provide exceptional performances for a broad and diverse public in our city.

Our all-volunteer organization hosts events within the community that foster collaborative growth in the area of the arts. We have participated in the events shown below since our previous proposal to the City of Madison and plan to perform in more events next year.

MCCO Events

Events Since the Last Budget Request	Event Participation Planned for Upcoming Year
2024 – 2025 Season	2025 – 2026 Season
<ul style="list-style-type: none"> • MCCO Fall Concert (Pops) -Take Flight • Distributed ice pops to local high school bands after school rehearsals • Madison Street Festival Booth • 2024 Newcomers Meeting at Madison Public Library • MCCO Scarecrow at Isom’s Orchard • MCCO Christmas Tree (Madison) • Madison Tree Lighting/Lantern Parade • Madison Christmas Capers • MCCO Winter Concert – Christmas Around the World • MCCO String Ensembled performance at Madison Methodist Church Old Fashioned Christmas • Ensemble performances at area Assisted Living/Nursing Home Facilities • State of Madison City Address • MCCO Spring Concert (Classical) – Pictures & Planets • MCCO Summer Concert – Conductor’s Showcase & Player’s Choice • Celebration of MCCO 10th Anniversary • Madison Chamber of Commerce • Huntsville/Madison County Chamber of Commerce 	<ul style="list-style-type: none"> • Huntsville Chamber 2025 Small Business Awards – award nominee in 2 categories (Arts & Recreation Business of the Year and Non-profit of the Year) • Distributed ice pops to local high school bands after school rehearsals • 2025 Newcomers Meeting at Madison Public Library • Main Street Madison VIP Reception • Madison Street Festival Booth • MCCO Fall Concert (Pops) – Name that Tune • Light the World Event at Bridge Street Towne Center • Madison Tree Lighting/Lantern Parade • MCCO Christmas Trees (Madison & Huntsville) • Madison Christmas Capers • Ensemble performances at area Assisted Living/Nursing Home Facilities • MCCO Winter Concert – Home for the Holidays • Various MCCO Ensemble and Chamber performances • State of Madison City Address (if planned) • MCCO Spring Concert (Classical) – A Few Classical Greats • MCCO Summer Concert – Conductor’s Showcase Magic of Disney • Additional events as information and opportunities becomes available • Madison Chamber of Commerce • Huntsville/Madison County Chamber of Commerce

As the majority of our activities are within the confines of the City of Madison and participation is open to community members, the bulk of our expenditures and, thus, any revenue we receive, is directly related to City of Madison citizen participation. In the past year, we have continued to maintain an average of 85 active adult/youth performers. As

members of the community continue to add their talents to our group, we must purchase new instruments and equipment to meet our continually changing and expanding requirements. We also have upkeep and maintenance costs associated with instruments and equipment owned by the orchestra.

As we expand our repertoire, new music must be purchased. Each of these items are necessary to continue operation. Therefore, the funding provided by the City of Madison will go towards orchestra needs.

We thank the City of Madison for its continued support to MCCO.

RESOLUTION NO. 2026-003-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE BOTANICAL GARDEN 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 Huntsville Botanical Garden for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between **HUNTSVILLE BOTANICAL GARDEN** (hereinafter “**HBG**”) 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, HBG 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 HBG 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 HBG the sum of Twenty thousand and no cents (\$20,000.00) 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. HBG pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HBG 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 HBG.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by HBG 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 HBG, nor shall HBG 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, HBG 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 HBG and that officers, employees, and any other agents of HBG are not nor shall they be deemed to be officers, employees, or agents of the City.
7. HBG 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. HBG 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 HBG may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. HBG 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.

HUNTSVILLE BOTANICAL GARDEN

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 Huntsville Botanical Garden 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 Huntsville Botanical Garden continues to partner with and support the City of Madison as follows:

Huntsville Botanical Garden is open year-round and is mission-driven for public education and enjoyment, scientific research and conservation. Residents of the City of Madison are engaged with the Garden in all aspects of our mission to connect people to plants: from visiting the wonder-filled gardens and exhibits to joining our efforts as members, volunteers and staff to participating in our education programs from children to adults.

How Huntsville Botanical Garden Benefits the Residents of the City of Madison

		Total	Madison	%
Visitors	Of the Visitors from the State of Alabama, those from the City of Madison	136,994	35,569	26%
	Of all Visitors to the Garden, those from the City of Madison	172,109	35,569	21%
Memberships		9,151	2,567	28%
Volunteers	Residents of the City of Madison provided 6,494 hours of service.	1,757	326	19%
STEM Education Programs:				
STEM School Field Trips from Heritage, Columbia, Mill Creek, Midtown, Madison Elementary, and Madison City Summer Program	Targeted for students in Grades K through 4, Garden STEM Field Trips are an extension of the classroom, STEM based and in line with National and Alabama Science Standards.	Students: 6,349 Parents: 3,091	1,073 368	17% 12%
Spring Break STEM Camp	Designed to immerse children (Grades K through 6) in nature and foster their connection to the natural world through hands-on, engaging STEM activities.	25	10	40%
Summer STEM Camp		545	317	58%
Fall Break STEM Camp		30	16	53%
Seeds to Sprouts	Targeted to children ages 2 through 5 to discover the wonder of nature and science.	126	48	38%
Nature Academy	Provides hands-on science classes to enrich STEM learning for home-school, public and private school students in Grades K through 8.	243	123	51%
Family Programing	Examples include family campouts and night hikes at the Garden.	1,846	309	17%
Adult Education	Provides a variety of opportunities for adults to expand their knowledge of plants and their place in nature.	440	111	25%

Youth Volunteer Program	Engages teenagers in hands-on outdoor work during the summer under the mentorship of STEM professionals where they gain real-world experience in horticulture, environmental education, and plant conservation.	36	10	28%
Community Outreach	Participated in Madison Street Festival (at least 100 children plus parents) and Read Aloud at Heritage Elementary (20 students)		120	
Staff	Full-Time Employees	55	10	18%
	Part-Time Employees	5	4	80%
	On-Call Employees	<u>50</u>	<u>10</u>	20%
	Total	110	24	22%

Funding from the City of Madison supports the Garden’s mission-driven activities in the areas of public education and enjoyment, scientific research and conservation as follows:

- Expanded reach and investment in children, youth and adult STEM education and STEM volunteer engagement programs;
- Initiatives for the community’s public garden in the areas of Plant Science (Horticulture) and Plant Conservation;
- Initiatives for the plant collections agenda, plant research and preservation of the unique biodiversity of the North Alabama region.

Funding from the City of Madison provides our community not only a place of beauty, respite and enjoyment at Huntsville Botanical Garden but also the chance to fulfill our vision to inspire, encourage and catalyze our community to take part in conserving our regional ecosystem.

To this purpose, our request for funding from the City of Madison is to utilize the Fiscal Year 2025 appropriation of \$20,000 to supplement the Huntsville Botanical Garden’s Operating Budget.

We thank the City of Madison for its ongoing support of the Garden’s mission activities.

RESOLUTION NO. 2026-004-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH CRISIS SERVICES OF NORTH ALABAMA FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Crisis Services of North Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 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 **CRISIS SERVICES OF NORTH ALABAMA** (hereinafter “CSNA”) 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, CSNA 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 CSNA 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 CSNA the sum of Twenty thousand dollars and no cents (\$20,000.00) 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. CSNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CSNA 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 CSNA.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CSNA 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 CSNA, nor shall CSNA 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, CSNA 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 CSNA and that officers, employees, and any other agents of CSNA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CSNA 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. CSNA 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 CSNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CSNA 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.

CRISIS SERVICES OF NORTH ALABAMA

By: _____

Its: Executive Director

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 Crisis Services of North Alabama, 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

Crisis Services of North Alabama, Inc. (CSNA) is pleased to partner with the City of Madison to offer its residents lifesaving, life-changing services. At any time of the day or night, 24 hours a day, 365 days a year, CSNA may be providing services to City of Madison residents such as:

- The rape victim who has come to CSNA's Community Services Building for a forensic examination, advocacy and counseling following her traumatic experience.
- The domestic violence victim who has been brutally beaten by her partner, and her children are terrified and wondering where they can go to be safe because home is not that place.
- The woman and her children who walk through the door of HOPE Place where they will be safe and can begin to heal.
- The domestic violence victim whose advocate is explaining the court process and providing support to the victim through that process.
- The veteran who is contemplating suicide is talking with a HELpline Crisis Call Specialist, who is there to assess; stabilize; identify risk and protective factors; and develop a plan of action to prevent suicide.
- Sharing a virtual counseling session with an adult or child victim of domestic violence.

CSNA projects will provide the following services to City of Madison residents*:

- * 200 nights of emergency shelter and services for domestic violence victims and their children.
- * 700 victims of domestic and sexual violence with advocacy, crisis counseling and emotional support. Support includes direct assistance (rent and utility deposits, procurement of identification and other important documents, etc.) for City of Madison residents who are victims of domestic violence.
- * 50 victims of domestic and sexual violence with forensic exams to collect evidence and document injuries.
- * 1,700 HELpline callers who may be in danger, have just experienced traumatic victimization, are contemplating suicide or who are alone and just need someone to talk with.
- * 1,200 students who are learning how to questions and help their friends who may be contemplating suicide. CSNA adapted its education to a virtual

platform which was used at the height of the pandemic and is still a possibility, if needed, but most classes are currently being done in person.

The cost to those receiving the services – nothing. The cost of these services to CSNA is estimated at \$184,969. The \$20,000 appropriation from the City of Madison’s FY 25 budget will be directed toward the expenses to provide services to its residents.

RESOLUTION NO. 2026-005-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON COUNTY HEALTH DEPARTMENT 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 County Health Department for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **thirty thousand dollars (\$30,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 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 **MADISON COUNTY HEALTH DEPARTMENT** (hereinafter “**MCHD**”) 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, MCHD 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 MCHD 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 MCHD the sum of thirty thousand dollars and no cents (\$30,000.00) 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. MCHD pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCHD 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 MCHD.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCHD 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 MCHD, nor shall MCHD 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, MCHD 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 MCHD and that officers, employees, and any other agents of MCHD are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCHD 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. MCHD 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 MCHD may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCHD 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 COUNTY HEALTH DEPARTMENT

By: _____

Its: _____

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 _____, whose name as _____ of the Madison County Health Department 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

To: Mayor Ranae Bartlett
Members, Madison City Council
100 Hughes Road
Madison, AL 35758

From: Michael Glenn, MSN, RN
Assistant Administrator Madison County Health Department

RE: Funding the Health Department for Fiscal Year 2026

The Madison County Health Department (MCHD) sincerely appreciates the opportunity to work with the Mayor and City Council of Madison, Alabama, and the department is proud to provide regulatory, medical and preventive services to the residents of the city. For the fiscal year, the department anticipates level funding from its other sources, with modest personnel cost increases of approximately 4%. The appropriation from the city of Madison is essential to maintaining these protective activities.

Clinical Services provided to citizens of the city of Madison

Please see the attached sheet which lists in detail the clinical services provided by MCHD. This information is collected by ZIP Code for all programs where that data is known, to specifically enumerate the citizens of the city of Madison who received services from the department.

Environmental Services within the city of Madison

Food service – permitting and inspections, complaint investigations and sample collection as needed

Lodging facilities – permits and inspections, complaint investigations (minimum of one inspection per facility per year)

Solid waste enforcement – investigation of trash complaints, abatement of illegal dumping including building materials, dumpster maintenance, some hoarding problems

Tattoos and body art – permitting and inspections (minimum of 2 inspections per year)

Septic tanks – mainly repairs for existing systems

Animal bite investigations and confinement orders – as needed

General complaints of a sanitation nature

The support received from the city of Madison is essential to MCHD for the provision of our services. Your assistance is greatly appreciated and the department stands ready to assist in any way possible.

Clinical services provided to citizens of the city of Madison

Code	Name of Service	Visits by report	Comments
AH	Adult Health	8	This service code includes a catch-all of miscellaneous and intervention services provided by the health department. Most are related to community disease testing and/or follow-up such as tuberculin skin testing. Others include pregnancy test and follow-up (including prophylaxis) for disease entities such as hepatitis or <i>Salmonella</i> .
CD	Cancer Detection	23	This service offers breast and cervical cancer screening to women who do not have third party access and yet do not qualify for women's health care services under federal Family Planning regulations.
DCS	STD Services	376	This is an infectious disease control program and offers visits for interview, testing and treatment for STD to include cases, suspects, contacts and concerned individuals.
DCT	Tuberculosis	154	This program provides identification, testing (including induced sputums, x-ray), medication, and follow-up of patients, suspects, and contacts of tuberculosis. Directly observed therapy is a daily to tri-weekly medication regimen employed in all active tuberculosis patients/suspects for a minimum period of 6-9 months.
FP	Family Planning	501	This program provides voluntary family planning services to anyone seeking this care. With availability of a Nurse Practitioner working under medical preceptorship and guidelines, a full range of contraceptive choices are provided. This program supports not only personal choice of child bearing, but additionally serves as a venue for reduction of teenage pregnancy; avoiding medical consequences of unwanted pregnancy; allays economic impact to individuals and community by avoidance of unintentional pregnancies. These visits may include initial, supply revisit, problem revisit (usually Pap or breast anomaly), or annual classification. Some include limited primary care such as UTI, or other symptomology as can be related back to family planning and are within the scope allowed for the NP.

IMM	Immunizations	312	<p>This program supports all necessary and school-required immunization for disease prevention and health promotion.</p> <p>Both adult and childhood immunizations are provided through this program.</p>
WIC	Women, Infant, and Children Program	2231	<p>This federal nutrition program provides nutritional assessment, nutritional education, and supplemental foods to qualifying prenatal and post-partum women; and children birth to 5 years of age. A primary goal is to maximize healthy growth and development of young children - thus promote their maximum capability for education and life potential.</p> <p>In addition to the direct services provided to the recipients, over \$2 million in food instrument vouchers were issued in Madison County last year; cashed in this county; and thus went back into Madison's economy.</p>
	TOTAL	3,605	

RESOLUTION NO. 2026-042-R

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

WHEREAS, the Alabama Department of Economic and Community Affairs has awarded the City of Madison, Alabama, a grant in the amount of one hundred thousand dollars (\$100,000.00) under its funds appropriated by the Alabama Legislature for the construction of the Public Safety Training Tower.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby directed and authorized to execute all necessary documentation accepting grant funds in accordance with the terms and conditions of the document attached hereto and identified as "Grant Notification," such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of January, 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 12th day of January, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

November 7, 2025

The Honorable Paul Finley
Mayor of Madison
100 Hughes Road
Madison, AL 35758

Dear Mayor Finley:

RE: Project Number: AL-LI-26-010
\$100,000

It is my pleasure to confirm the above-referenced funds appropriated by the Alabama Legislature. Enclosed, please find the grant agreement for the referenced project. Please print and sign the Agreement and email the signed Agreement to evelyn.terry@adeca.alabama.gov. **Please retain the original signed Agreement for your files.**

To ensure the grant is implemented in a timely manner and in compliance with applicable rules, please make note of the following:

1. Please provide ADECA with your plans to carry out your proposed program including the timeline.
2. For Non-Profits Only; please provide a copy of your 501(c)(3) approval letter from the IRS.
3. Please provide a Budget on your letterhead detailing the planned expenditure of funds. The total budget must equal the grant amount requested only.
4. Please provide a completed Form W-9 (Form enclosed).
5. Please complete Registration with STAARS at the following website:
<https://procurement.staars.alabama.gov>.

The Honorable Paul Finley

Page 2

6. The project will be subject to State and Local bid laws and may be subject to monitoring by ADECA staff and an audit by the State Examiners.
7. Please submit a Request for Funds Form (Form enclosed) when requesting payment of funds. All "request for payment" must identify items for which funds are requested. Please allow 10-14 days to process payments.
8. Please provide quarterly reports documenting progress and expenditures. Reports will be due January 31, April 30, July 31, and October 31. In addition to describing progress, the report must include copies of invoices and cancelled checks. A final report will be due within 30 days after completion of the project and must include copies of invoices and cancelled checks not previously submitted. ADECA will proceed to close the grant upon receipt of final report and verification of grant activities.
9. All financial, procurement, and programmatic records must be retained for a period of five years from the date of ADECA's close-out letter.

We wish you success in implementing this grant. Please contact Evelyn Terry of our staff at (334)353-5360 if you have any questions or need assistance.

Sincerely,



Kenneth W. Boswell
Director

KWB:EMT:cdm
Enclosures

cc: Ms. Traci Gillespie (City of Madison)

STATE OF ALABAMA)
MONTGOMERY COUNTY)

GRANT AGREEMENT NUMBER: AL-LI-26-010

GRANT AGREEMENT

This Grant Agreement is entered into by and between the **Alabama Department of Economic and Community Affairs**, hereinafter referred to as the "Department," and the **City of Madison**, hereinafter referred to as the "Grantee." Department and Grantee may be referred to herein individually as a "party" and collectively as the "parties." The parties hereto agree as follows:

1. PURPOSE AND SCOPE

The purpose of this grant is to provide funding to the City of Madison for a public safety training facility.

2. TERM OF GRANT AGREEMENT

This Grant Agreement is effective as of **October 1, 2025**, and unless authorized in writing by the Department Director will end **September 30, 2026**.

3. FUNDING

The total amount that the Department agrees to pay the Grantee shall not exceed **\$100,000**. Any Department commitment of funds shall be contingent upon the receipt and availability by the Department of funds under the program for which this Grant Agreement is made.

4. METHOD OF PAYMENT

Payment will be made upon submission of a "payment request." The Department reserves the right to withhold payments or reduce grant funds in the absence of an appropriate expenditure rate. Payment is subject to change if proration of the State General Fund is declared.

The Department, at its discretion, may cancel any warrant issued to the Grantee pursuant to this Grant Agreement and not cashed by the Grantee within forty-five days of the issue date of the warrant. **Payment requests must be received on or before September 30, 2026. Any funds not requested by September 30, 2026, will not be paid.**

Payments made by Department under the terms of this Grant Agreement shall not constitute final approval of documents submitted or procedures used in formulating requests for payment.

5. AMENDMENTS

The Department or the Grantee may, from time to time, request amendments to various provisions of the Grant Agreement. Such amendments, which are mutually agreed upon by the Department and the Grantee, must be incorporated as written amendments to this Grant Agreement and approved by all signatory authorities prior to implementation.

6. TERMINATION

The following provisions apply to termination under this Grant Agreement whether termination by the Department or by the Grantee. The performance of work under this Grant Agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This Grant Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Grant Agreement may be terminated by the Department and the Grantee shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Grantee shall fail to fulfill in a timely manner its obligations under this Grant Agreement or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Grant Agreement and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Grantee, the Department shall thereupon have the right to immediately terminate or suspend this Grant Agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof.

In the event of termination for either convenience or cause, all property finished or unfinished, documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Grantee under this Grant Agreement shall at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Grantee shall not be relieved of any liability to the Department for damages sustained by the Department by virtue of any breach of the Grant Agreement by the Grantee and the Department may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages to the Department for the Grantee is determined.

7. DEBARMENT AND SUSPENSION

The Grantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal and state programs. The Grantee certifies by entering into this Grant Agreement that neither it nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the Department if any subcontractor becomes debarred or suspended and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

8. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Grant Agreement shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of

any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Grant Agreement. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the Grantee shall have the option, in addition to the other remedies of the Grant Agreement, of renegotiating the Grant Agreement to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this Grant Agreement shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

9. CONFLICTING PROVISION

If any provision of this Grant Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of this Grant Agreement be enacted, then that conflicting provision in the Grant Agreement shall be deemed null and void.

10. IMMUNITY AND DISPUTE RESOLUTION

The parties to this Grant Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama and, as such, it is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Grant Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of this Grant Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

11. RIGHT TO AUDIT AND AUDIT REQUIREMENTS

During the term of this Grant Agreement, ADECA shall have the right, consistent with applicable Federal and State law and upon reasonable prior notice to the Grantee, to have access during normal business hours to the Grantee facilities and systems to monitor and audit Grantee administrative, technical, and physical safeguards and compliance with ADECA policies and the State of Alabama IT Policies and other Federal and State laws.

If any Grantee receives more than \$500,000.00 collectively in State General Fund appropriations in their fiscal year from the Department, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

Nothing contained in the Grant Agreement shall be construed to mean that the Department cannot utilize its auditors regarding limited scope audits of various Department funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

The Grantee certifies by signing this Grant Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of the Department, or to the Federal government under any program where it has not arranged a repayment plan.

Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

ADECA
ATTENTION: Chief Auditor
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

Alabama Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302
Montgomery, AL 36130-2251

12. DISCLAIMER

The Department specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from the Department whether by contract, grant, or by any other means.

No Grantee performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department, shall be considered an agent or employee of the State of Alabama or the Department or any division thereof. The State of Alabama, the Department, and their agents and employees assume no liability to any Grantee, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Grantee or agency, or any other person.

13. ACCESS TO RECORDS AND RETENTION

The Director of the Department and the Chief Examiner of Public Accounts—or any of their duly authorized representatives—shall have the right of access to any pertinent books, documents, papers, and any other physical or digital records of the Grantee for the purposes of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Grantee personnel for the purpose of interview and discussion related to such agreement. The right of access is not limited to the required retention period but shall last as long as the records are retained.

Records shall be maintained for a period of six years after all funds have been expended or returned, or any longer retention period required by law; provided, however, that if any litigation, claim, or audit is started before the expiration of the retention period herein, the records shall be retained until the Department has notified the Grantee in writing that all litigation, claims, or audit findings involving the records have been resolved.

14. ASSIGNABILITY

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto provided. However, that claims for money due, or to become due to the Grantee from the Department under this Grant Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

15. CONTINGENCY CLAUSE

It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. Payments made by the Department under the terms of this Grant Agreement shall not constitute final approval of documents submitted by the Grantee or of procedures used in formulated requests for payment to the Grantee. Funds appropriated and obliged to this award are available for reimbursement of costs until the end of the performance period set forth in the Grant Agreement.

16. CONFLICT OF INTEREST

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for an award: (1) the individual or a board member of the firm or organization, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs, or is about to employ any of the above. The Grantee certifies by signing this Grant Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Grant Agreement nor will the Grantee hire any person having such conflicting interest. The Grantee further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

17. SUSPENSION OF PAYMENTS

Payments under this Grant Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Department or in the event there is an amount owing to any division of the Department, or an amount owing to the Federal government any program administered by any division of the Department that is not received in a reasonable and timely manner.

Should the Grantee incur an unresolved audit exception, have unresolved questionable costs, or have a finding of inadequacy as a result of any project monitoring by any division of the Department, the Department shall not enter into any other contract, agreement, or grant

agreement with said Grantee until the audit exception, questioned cost, or finding of fiscal inadequacy has been resolved and a repayment schedule has been arranged.

18. DISCLOSURE STATEMENT

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to the Department for all grant proposals in excess of \$25,000.00 and all proposed contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 of the Alabama Code or any law requiring formal solicitation procedures for public contracts.

19. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

In addition to the provisions provided in the Grant Agreement, the Grantee shall be responsible for complying with any and all other applicable laws, ordinances, codes, and regulations of the Federal, State, and local governments, including but not limited to, Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25a-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all Grant Agreements governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Ala. Code § 41-16-5, the Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing the Grant Agreement, the parties will affirm for the duration of the Grant 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 Grant Agreement and shall be responsible for all damages resulting therefrom.

By signing the Grant Agreement, the Grantee affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the Grant Agreement, engage in economic boycotts.

20. NONDISCRIMINATION

The Grantee shall be and is prohibited from discriminating based on race, color, religion, sex, age, disability, familial status, national origin, or limited English proficiency.

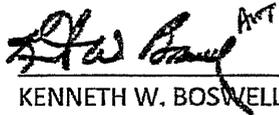
21. REPORTING

The Grantee shall provide a performance report every quarter showing expenditure of funds and project progress. Within 30 days after the final expenditure of funds, a final report must be provided documenting full expenditures and grant accomplishments. Any unexpended funds must be remitted to the Department with the final report.

IN WITNESS WHEREOF, the parties hereto have executed the Grant Agreement as of the date referenced in Paragraph 2 above.

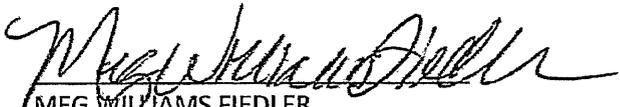
**ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS**

CITY OF MADISON


KENNETH W. BOSWELL 11/30/2015
DIRECTOR DATE

MAYOR DATE

This contract has been reviewed for content and legal form and complies with the applicable laws, rules, and regulations of the State of Alabama governing this matter.


MEG WILLIAMS FIEDLER
GENERAL COUNSEL FOR ADECA



Click Here to Add an Image of Your Letterhead

REQUEST FOR PAYMENT

TO: Alabama Dept. of Economic & Community Affairs
Attn: State Grants
P.O. Box 5690
Montgomery, AL 36103

FROM: _____
(Entity Name)

(Street or PO Box)

(City, State, Zip)

DATE: _____

GRANT #: _____

REQUEST #: _____

AMOUNT REQUESTED: _____

I Certify that this Request for Payment has been drawn in accordance with the terms and conditions of the referenced grant/contract/agreement cited above and that the amount requested will be used for the purpose(s) specified in said grant/contract/agreement.

AUTHORIZED SIGNATURE (as specified in grant/contract/agreement) **DATE**

FOR ADECA USE ONLY

	Original	Concur	Concur	Concur	Concur
Initial					
Date					

Voucher #: _____
Date: _____
By: _____

RESOLUTION NO. 2026-033-R

A RESOLUTION APPROVING AN ON-PREMISES BEER AND WINE LICENSE FOR OM SHANTI – RAGHAV, INC., D/B/A KOHINOOR INDIAN CUISINE, FOR ITS LOCATION AT 12110 COUNTY LINE ROAD, SUITE A, MADISON, ALABAMA 35756

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an on-premises beer and wine license to **Om Shanti – Raghav, Inc.**, doing business as **Kohinoor Indian Cuisine**, which has applied for said license for its location at 12110 County Line Road, Suite A, Madison, AL, 35756; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC On-Premises Beer and Wine license to **Om Shanti – Raghav, Inc.**, for its 12110 County Line Road, Suite A, Madison, AL, 35756 location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City On-Premises Beer and Wine License to **Om Shanti – Raghav, Inc.**, doing business as **Kohinoor Indian Cuisine**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of January 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 January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: OM SHANTI RAGHAV INC

Business Name: KOHINOOR INDIAN CUISINE

Business Location: 12110 COUNTY LINE ROAD SUITE A, MADISON, AL 35756

Mailing Address: 12110 COUNTY LINE ROAD SUITE A, MADISON, AL 35756

Phone: _____

APPLICATION FEE:

Date Paid: 10/14/2025 Amount: \$ 100.00 Receipt #: 3606

Copy of Lease: _____ Incorporation Papers: _____

POLICE DEPARTMENT APPROVAL:

Letter Sent: 10/15/2025

Background Check: Approved Disapproved

Check Completed By: Becky Renfro Title Investigations Assistant

Date Completed: 10/23/25

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 10/15/2025

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title _____

Date Completed: 12-9-25

FIRE DEPARTMENT APPROVAL:

Letter Sent: 10/15/2025

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 12/9/25

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 12/22/2025

Date Placed: 12/31/2025 Newspaper: Madison

Publication Fee Paid: \$184.00

Date Paid: 10/14/2025 Receipt #: 3606

Date of Public Hearing: 9/8/2025

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

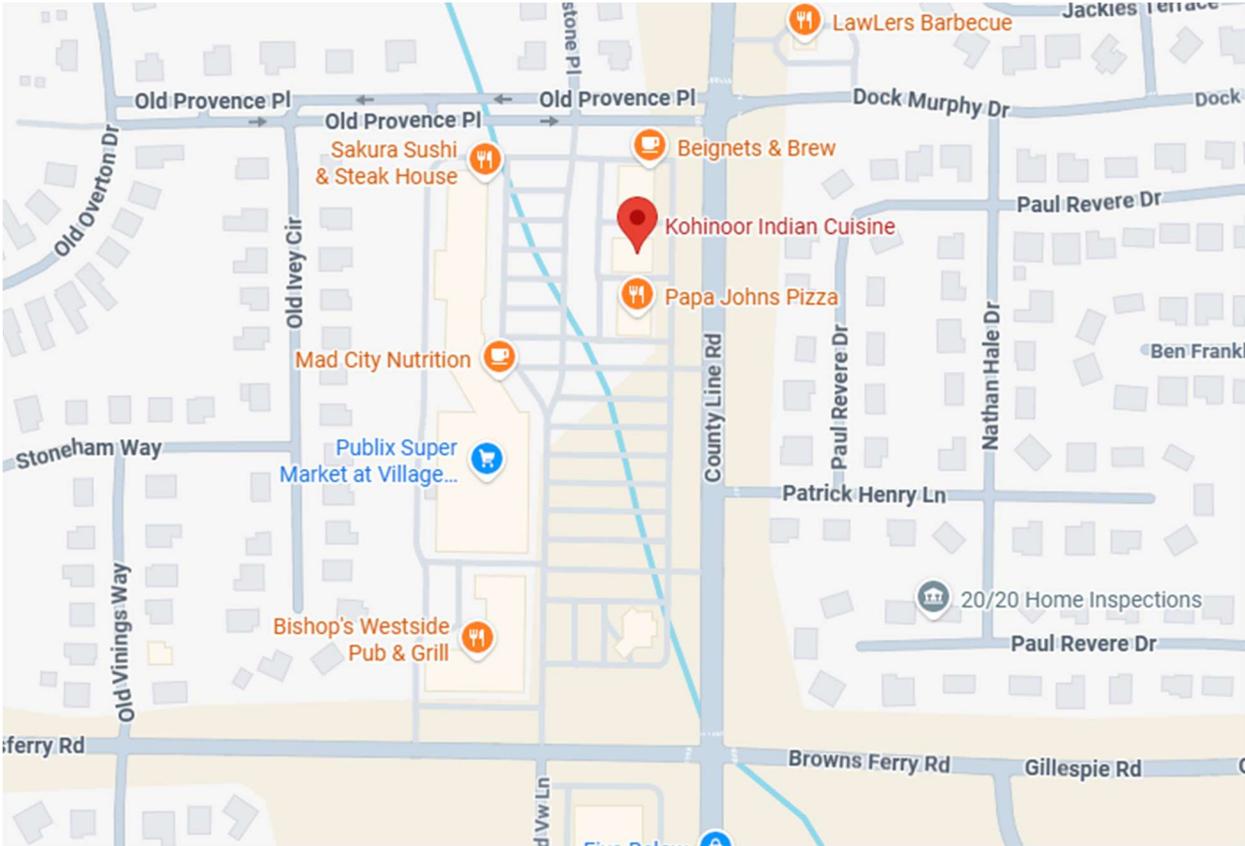
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2026-034-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR MURPHY OIL USA, INC. D/B/A MURPHY USA #7984 FOR ITS LOCATION AT 101 GRACE SCOTT WAY, MADISON AL 35758

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an Off-Premises Beer and Wine License to **Murphy Oil USA, Inc.**, doing business as **Murphy USA #7984**, which has applied for said license for its location at 101 Grace Scott Way, Madison, AL, 35758; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC Off-Premises Beer and Wine License to **Murphy USA #7984**, for its 101 Grace Scott Way, Madison, AL, 35758 location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City Off-Premises Beer and Wine License to **Murphy Oil USA, Inc.**, doing business as **Murphy USA #7984**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of January 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 January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Murphy Oil USA Inc

Business Name: Murphy USA #7984

Business Location: 101 Grace Scott Way, Madison AL 35758

Mailing Address: PO Box 7300 El Dorado, AR 71730

Phone: _____

APPLICATION FEE:

Date Paid: 12/22/2025 Amount: \$ 100.00 Receipt #: 3628

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 12/22/2025

Background Check: Approved Disapproved

Check Completed By: Becky Renfroe Title Investigations Asst.

Date Completed: 1/2/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 12/22/2025

Inspection: Approved Disapproved

Inspection Completed By: *[Signature]* Title BUILDING

Date Completed: 1/2/26

FIRE DEPARTMENT APPROVAL:

Letter Sent: 12/22/2025

Inspection: Approved Disapproved

Inspection Completed By: *[Signature]* Title Inspector

Date Completed: 1/5/26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 12/22/2025

Date Placed: 12/31/2025 Newspaper: Madison

Publication Fee Paid: \$184.00

Date Paid: 12/22/2025 Receipt #: 3627

Date of Public Hearing: 9/8/2025

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

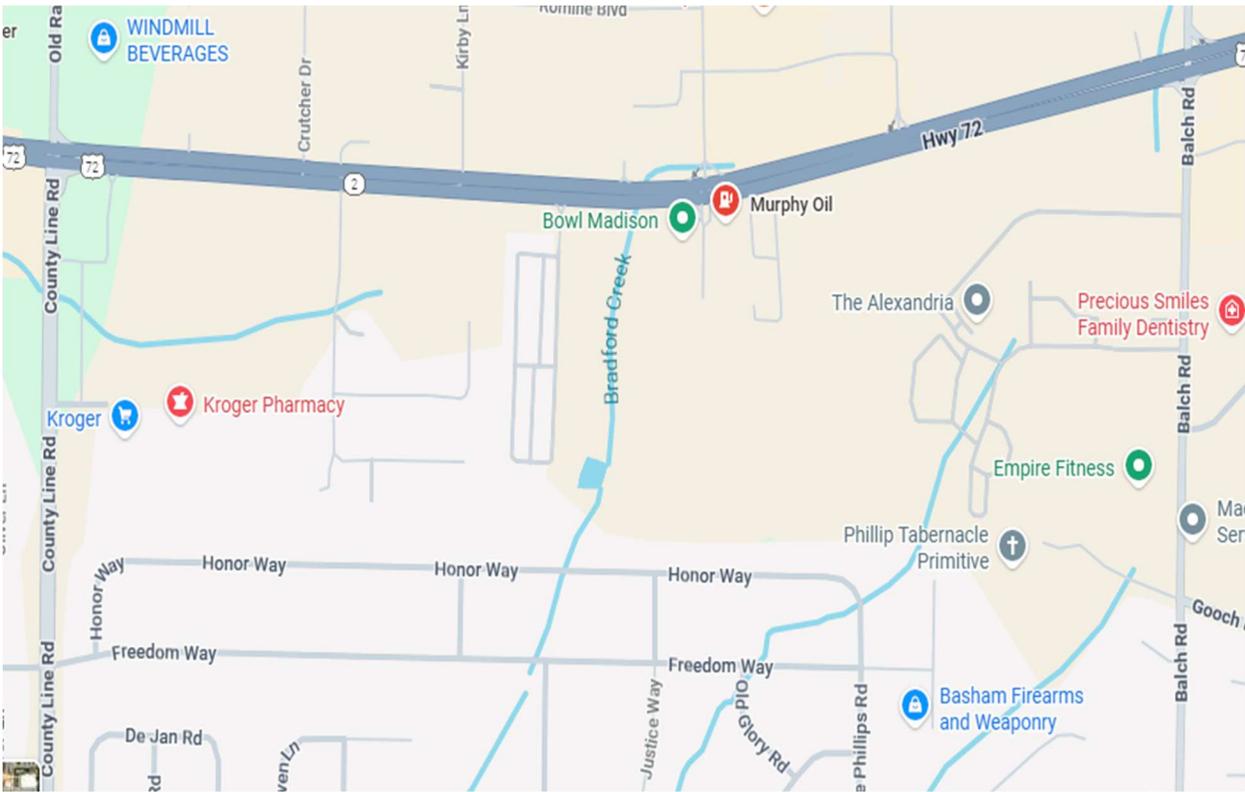
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2026-035-R

**RESOLUTION TO AWARD BID FOR NO. 2025-021-ITB, COUNTY
LINE ROAD AND ROYAL DRIVE IMPROVEMENTS PROJECT,
PHASE 1**

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the County Line Road and Royal Drive intersection improvements project, Phase 1 (hereinafter, cumulatively, “Project”); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project’s Invitation to Bid were opened and read on or about January 7, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff has informed the City Council that **Rogers Group, Inc.**, has submitted a Bid for the Project, and it is the lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by City of the bid’s satisfactory compliance with all requirements set forth in the bid specifications and the Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Rogers Group, Inc.**, on behalf of the City;

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

SECTION 1. That in accordance with Ala. Code § 39-5-1(b) (1975), the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with, the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Rogers Group, Inc.**, as the lowest responsible, responsive bidder in the Bid amount of one million six hundred ninety-eight thousand dollars and zero cents (\$1,698,000.00), such amount being the cumulative total for the base bid and additive alternate, and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon the finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Rogers Group, Inc.**, of the City’s intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by the City’s plans and specifications.

SECTION 4. That this award is conditioned upon **Rogers Group, Inc.**, completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39, and the Contract contemplated therein.

SECTION 5. That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and she is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with **Rogers Group, Inc.**, for execution of the Project for the amount set forth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6. That upon notification from the appropriate City representatives that all requirements for compliant and lawful execution of the resulting Contract have been satisfied by Bidder and that the Mayor has executed such Contract on behalf of the City, the City Attorney shall be, and is hereby, authorized to issue the appropriate Notice to Proceed to the Contractor along with any other documentation necessary to initiate construction of the Project.

SECTION 7. That upon request and notification from the appropriate department that the terms of the Contract preceding and qualifying payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Rogers Group, Inc.**, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 12th day of January 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 January 2026.

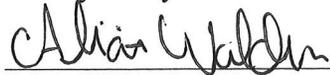
Ranae Bartlett, Mayor
City of Madison, Alabama

2025-021-ITB / County Line Road & Royal Drive Improvements Phase 1
Issued November 19, 2025

BID TABULATION

BIDDER NAME	Rogers Group, Inc.	Grayson Carter & Son Contracting, Inc.	Wiregrass Construction Company, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDA 1, 2, & 3	Y	Y	Y
TOTAL BASE BID	\$1,687,800.00	\$1,752,490.08	\$2,138,573.00
ADDITIVE ALTERNATE COST	\$10,200.00	\$21,185.60	\$14,600.00
TOTAL BASE BID + ADDITIVE ALTERNATE COST	\$1,698,000.00	\$1,773,675.68	\$2,153,173.00

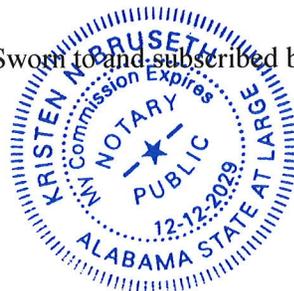
I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

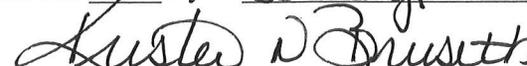


Alicia Walden

Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 7 day of January, 2026.




 Notary Public

Bidder Pricing Sheet

2025-021-ITB | County Line Road & Royal Drive Improvements Phase 1

23-008 Royal Drive & County Line Road Signal/Intersection Pay Items

Item No.	Spec No.	Description	Unit	Unit Price	Quantity	Extension
1	206C010	Removing Concrete Driveway	Square Yard	\$ 8.00	142.00	\$ 1,136.00
2	206D003	Removing Curb And Gutter	Linear Foot	\$ 8.50	89.00	\$ 756.50
3	210A000	Unclassified Excavation	Cubic Yard	\$ 56.00	25.00	\$ 1,400.00
4	210D001	Borrow Excavation (Loose Truckbed Measurement)	Cubic Yard	\$ 62.50	25.00	\$ 1,562.50
5	408A052	Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)	Square Yard	\$ 1.20	6776.00	\$ 8,131.20
6	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	Ton	\$ 95.50	576.00	\$ 55,008.00
7	424B655	Superpave Bituminous Concrete Upper Binder Layer, Patching, 1" Maximum Aggregate Size Mix, ESAL Range C/D	Ton	\$ 245.00	25.00	\$ 6,125.00
8	600A000	Mobilization	Lump Sum	\$ 56,000.00	1.00	\$ 56,000.00
9	610D003	Filter Blanket, Geotextile	Square Yard	\$ 8.00	83.00	\$ 664.00
10	618B003	Concrete Driveway, 6" Thick (Includes Wire Mesh)	Square Yard	\$ 75.50	124.00	\$ 9,362.00
11	623C000	Combination Curb & Gutter, Type C	Linear Foot	\$ 41.00	142.00	\$ 5,822.00
12	650A000	Topsoil	Cubic Yard	\$ 42.50	66.00	\$ 2,805.00
13	652A100	Seeding	Acre	\$ 2,850.00	1.00	\$ 2,850.00
14	656A010	Mulching	Acre	\$ 2,850.00	1.00	\$ 2,850.00
15	665A000	Temporary Seeding	Acre	\$ 2,500.00	1.00	\$ 2,500.00
16	665B001	Temporary Mulching	Ton	\$ 875.00	3.00	\$ 2,625.00
17	665G000	Sand Bags	Each	\$ 6.50	50.00	\$ 325.00
18	665J002	Silt Fence	Linear Foot	\$ 7.50	100.00	\$ 750.00
19	665N000	Temporary Coarse Aggregate,ALDOT Number 1	Ton	\$ 35.00	50.00	\$ 1,750.00
20	665O001	Silt Fence Removal	Linear Foot	\$ 7.50	100.00	\$ 750.00
21	665Q002	Wattle	Linear Foot	\$ 7.50	100.00	\$ 750.00
22	680A001	Geometric Controls	Lump Sum	\$ 3,000.00	1.00	\$ 3,000.00
23	698A000	Construction Fuel	Lump Sum	\$ -	1.00	\$ -
24	701B205	Dotted, Class 2, Type A, Traffic Stripe	Linear Foot	\$ 1.50	360.00	\$ 540.00
25	701E000	Solid Temporary Traffic Stripe	Linear Foot	\$ 0.20	2120.00	\$ 424.00
26	701E010	Broken Temporary Traffic Stripe	Linear Foot	\$ 0.20	1599.00	\$ 319.80
27	701G240	Broken White, Class 2, Type A Traffic Stripe	Linear Foot	\$ 1.00	1599.00	\$ 1,599.00
28	701G249	Solid White, Class 2, Type A Traffic Stripe	Linear Foot	\$ 1.00	463.00	\$ 463.00
29	701G263	Solid Yellow, Class 2, Type A Traffic Stripe	Linear Foot	\$ 1.00	1657.00	\$ 1,657.00
30	703A002	Traffic Control Markings, Class 2, Type A	Square Foot	\$ 10.00	252.00	\$ 2,520.00
31	703B002	Traffic Control Legends, Class 2, Type A	Square Foot	\$ 10.00	67.00	\$ 670.00
32	705A030	Pavement Markers, Class A-H, Type 2-C	Each	\$ 10.00	46.00	\$ 460.00
33	705A037	Pavement Markers, Class A-H, Type 2-D	Each	\$ 10.00	22.00	\$ 220.00
34	710A170	Class 4, Aluminum Flat Sign Panels 0.08" Thick (Type IV Background)	Square Foot	\$ 20.30	43.00	\$ 872.90
35	713A000	Permanent Barricades	Linear Foot	\$ 120.00	37.00	\$ 4,440.00
36	730C000	Furnishing And Installing Traffic Control Unit (Includes All Traffic Signal Items)	Lump Sum	\$ 186,000.00	1.00	\$ 186,000.00
37	740B000	Construction Signs	Square Foot	\$ 6.10	416.00	\$ 2,537.60
38	740D000	Channelizing Drums	Each	\$ 26.50	100.00	\$ 2,650.00
39	740E000	Cones (36 Inches High)	Each	\$ 17.30	100.00	\$ 1,730.00
40	740M001	Ballast For Cone	Each	\$ 8.20	100.00	\$ 820.00
41	741C010	Portable Sequential Arrow And Chevron Sign Unit	Each	\$ 1,168.00	2.00	\$ 2,336.00
42	745A000	Uniformed Police Officer	Hour	\$ 50.00	8.00	\$ 400.00
23-008 CONSTRUCTION COST SUBTOTAL						\$ 377,581.50

24-023 Royal Drive Extension Phase 1

Item No.	Spec No.	Description	Unit	Unit Price	Quantity	Extension
43	201A002	Clearing And Grubbing	Lump Sum	\$ 10,500.00	1.00	\$ 10,500.00
44	206D003	Removing Curb and Gutter	Linear Foot	\$ 8.50	125.00	\$ 1,062.50
45	210A000	Unclassified Excavation	Cubic Yard	\$ 15.50	3471.00	\$ 53,800.50
46	210D001	Borrow Excavation (Loose Truckbed Measurement)	Cubic Yard	\$ 23.00	2199.00	\$ 50,577.00
47	214A000	Structure Excavation	Cubic Yard	\$ 6.50	1870.00	\$ 12,155.00
48	214B001	Foundation Backfill, Commercial	Cubic Yard	\$ 36.50	656.00	\$ 23,944.00
49	230A000	Roadbed Processing	Roadbed Station	\$ 525.00	29.00	\$ 15,225.00
50	301A004	Crushed Aggregate Base Course, Type B, Plant Mixed, 4" Compacted Thickness	Square Yard	\$ 10.00	2111.00	\$ 21,110.00
51	301A012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	Square Yard	\$ 10.00	9304.00	\$ 93,040.00
52	401A000	Bituminous Treatment A	Square Yard	\$ 0.80	8400.00	\$ 6,720.00
53	408B001	Micro-Milling Existing Pavement (Approximately 1.10" Thru 2.00" Thick)	Square Yard	\$ 9.50	319.00	\$ 3,030.50
54	424A360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	Ton	\$ 83.00	889.00	\$ 73,787.00
55	424A366	Superpave Bituminous Concrete Wearing Surface Layer, Leveling, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	Ton	\$ 132.00	50.00	\$ 6,600.00
56	424B651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	Ton	\$ 69.00	976.00	\$ 67,344.00
57	424B681	Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D	Ton	\$ 69.00	976.00	\$ 67,344.00
58	430B003	Aggregate Surfacing (ALDOT #57)	Ton	\$ 30.00	1216.00	\$ 36,480.00
59	430B043	Aggregate Surfacing (1" Down, Crusher Run)	Ton	\$ 30.00	290.00	\$ 8,700.00
60	530A002	24" Roadway Pipe (Class 3 R.C.)	Linear Foot	\$ 88.00	91.00	\$ 8,008.00
61	533A098	18" Storm Sewer Pipe (Class 3 R.C.)	Linear Foot	\$ 59.00	2352.00	\$ 138,768.00
62	533A099	24" Storm Sewer Pipe (Class 3 R.C.)	Linear Foot	\$ 87.00	35.00	\$ 3,045.00
63	600A000	Mobilization	Lump Sum	\$ 160,000.00	1.00	\$ 160,000.00
64	602A000	Right of Way Markers	Each	\$ 390.00	8.00	\$ 3,120.00
65	610C001	Loose Riprap, Class 2	Ton	\$ 43.00	73.00	\$ 3,139.00
66	610D003	Filter Blanket, Geotextile	Square Yard	\$ 6.00	235.00	\$ 1,410.00
67	618A000	Concrete Sidewalk, 4" Thick	Square Yard	\$ 48.00	2111.00	\$ 101,328.00
68	618C001	Detectable Warning Surface	Square Foot	\$ 52.00	46.00	\$ 2,392.00
69	618D000	Curb Ramp	Square Yard	\$ 140.00	35.00	\$ 4,900.00
70	619A002	18" Roadway Pipe End Treatment, Class 1	Each	\$ 1,800.00	2.00	\$ 3,600.00
71	619A003	24" Roadway Pipe End Treatment, Class 1	Each	\$ 1,850.00	2.00	\$ 3,700.00
72	621C015	Inlets, Type S1 Or S3 (1 Wing)	Each	\$ 4,000.00	16.00	\$ 64,000.00
73	621C017	Inlets, Type S1 Or S3 (2 Wing)	Each	\$ 4,500.00	2.00	\$ 9,000.00
74	621D015	Inlet Units, Type S1 Or S3	Each	\$ 900.00	1.00	\$ 900.00
75	623C000	Combination Curb & Gutter, Type C	Linear Foot	\$ 19.50	3196.00	\$ 62,322.00
76	650A000	Topsoil	Cubic Yard	\$ 28.00	378.00	\$ 10,584.00
77	650B000	Topsoil From Stockpiles	Cubic Yard	\$ 16.00	295.00	\$ 4,720.00
78	652A100	Seeding	Acre	\$ 2,400.00	4.00	\$ 9,600.00
79	654A000	Solid Sodding	Square Yard	\$ 11.00	354.00	\$ 3,894.00
80	656A010	Mulching	Acre	\$ 1,450.00	4.00	\$ 5,800.00
81	665A000	Temporary Seeding	Acre	\$ 1,500.00	8.00	\$ 12,000.00
82	665B001	Temporary Mulching	Ton	\$ 670.00	24.00	\$ 16,080.00
83	665G000	Sand Bags	Each	\$ 3.50	200.00	\$ 700.00
84	665J002	Silt Fence	Linear Foot	\$ 3.60	2842.00	\$ 10,231.20

85	665N000	Temporary Coarse Aggregate,ALDOT Number 1	Ton	\$ 35.00	75.00	\$ 2,625.00
86	665O001	Silt Fence Removal	Linear Foot	\$ 2.60	2842.00	\$ 7,389.20
87	665P005	Inlet Protection, Stage 3 Or 4	Each	\$ 520.00	21.00	\$ 10,920.00
88	665Q002	Wattle	Linear Foot	\$ 7.25	240.00	\$ 1,740.00
89	680A001	Geometric Controls	Lump Sum	\$ 22,085.10	1.00	\$ 22,085.10
90	698A000	Construction Fuel	Lump Sum	\$ -	1.00	\$ -
91	701G249	Solid White, Class 2, Type A Traffic Stripe	Linear Foot	\$ 1.00	3215.00	\$ 3,215.00
92	701G263	Solid Yellow, Class 2, Type A Traffic Stripe	Linear Foot	\$ 1.00	6661.00	\$ 6,661.00
93	703A002	Traffic Control Markings, Class 2, Type A	Square Foot	\$ 10.00	353.00	\$ 3,530.00
94	705A032	Pavement Markers, Class A-H, Type 1-B	Each	\$ 10.00	25.00	\$ 250.00
95	705A037	Pavement Markers, Class A-H, Type 2-D	Each	\$ 10.00	85.00	\$ 850.00
96	705A038	Pavement Markers, Class A-H, Type 2-E	Each	\$ 10.00	14.00	\$ 140.00
97	710A153	Class 9, Aluminum Flat Sign Panels (Type XI Background)	Square Foot	\$ 22.50	18.00	\$ 405.00
98	710A171	Class 4, Aluminum Flat Sign Panels (Type IV Background)	Square Foot	\$ 20.50	41.00	\$ 840.50
99	710B021	Roadway Sign Post (#3 U Channel, Galvanized Steel or 2", 14 Ga Square Tubular Steel)	Linear Foot	\$ 21.50	84.00	\$ 1,806.00
100	713A000	Permanent Barricades	Linear Foot	\$ 125.00	50.00	\$ 6,250.00
101	726A000	Portable Concrete Safety Barriers, Type 6	Linear Foot	\$ 75.00	40.00	\$ 3,000.00
102	740B000	Construction Signs	Square Foot	\$ 6.10	40.00	\$ 244.00
103	740D000	Channelizing Drums	Each	\$ 26.50	50.00	\$ 1,325.00
104	740E000	Cones (36 Inches High)	Each	\$ 5.00	50.00	\$ 250.00
105	740F002	Barricades, Type III	Each	\$ 220.00	8.00	\$ 1,760.00
106	740I002	Warning Lights, Type B	Each	\$ 71.50	8.00	\$ 572.00
107	999A000	ADEM Permit Transfer	Lump Sum	\$ 5,500.00	1.00	\$ 5,500.00
108	999A001	As-Built Survey by PLS	Lump Sum	\$ 4,200.00	1.00	\$ 4,200.00
24-023 CONSTRUCTION COST SUBTOTAL						\$ 1,280,218.50

23-008 SIGNAL & INTERSECTION CONSTRUCTION COST SUBTOTAL	\$ 377,581.50
24-023 BASE BID ROYAL DRIVE PHASE 1 CONSTRUCTION SUBTOTAL	\$ 1,280,218.50
CONTINGENCY	\$ 30,000.00
TOTAL BID	\$ 1,687,800.00

Item No.	Spec No.	Description	Unit	Unit Price	Quantity	Extension
109	641B568	12 Inch Ductile Iron Water Main Relaid (Restrained Joint)	Linear Foot	255	40.00	\$ 10,200.00
TOTAL ADDITIVE ALTERNATE COST						\$ 10,200.00
TOTAL BID COST + TOTAL ADDITIVE ALTERNATE COST =						\$ 1,698,000.00

Bidder Name: Rogers Group, Inc.
 Address: 2512 Triana Blvd.
 City/State/Zip: Huntsville, AL 35805

I, David South, as Controller, AL for the above named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand that this completed form will be available for public inspection as a public record upon request.

Date January 7, 2026
 Signature of Authorized Representative *David South*

ORDINANCE NO. 2025-408

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

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

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

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

ARTICLE 1

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

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

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

SECTION A STATUTORY AUTHORIZATION

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

SECTION B FINDINGS OF FACT

(1) The flood hazard areas of **the City of** Madison, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by **the City of** Madison as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.

(2) These flood losses are caused most often by development, as defined in this Ordinance, in areas designated as FEMA SFHAs or other areas designated by **the City of** Madison as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

SECTION C STATEMENT OF PURPOSE

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

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

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

SECTION D **OBJECTIVES**

The objectives of this Ordinance are to:

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

ARTICLE 2

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

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

SECTION D. COMPLIANCE

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

SECTION E. ABROGATION AND GREATER RESTRICTIONS

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

SECTION F. INTERPRETATION

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

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

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

SECTION H. PENALTIES FOR VIOLATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I. SAVINGS CLAUSE

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

SECTION J. REPEALER

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

ARTICLE 3
ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

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

SECTION B PERMIT PROCEDURES

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

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

(1) Application Stage

Plot plans are to include:

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

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

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

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

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

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

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

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

(2) Construction Stage

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

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

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

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

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

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

(3) **Finished Construction**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
 - (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.
- (15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**
- (16) **Right of Entry**
- (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
 - (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
 - (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
 - (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
 - (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.

ARTICLE 4
PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A **GENERAL STANDARDS**

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

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

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

SECTION B SPECIFIC TECHNICAL STANDARDS

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

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

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

- (2) **Non-Residential Structures** - New construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **two (2) feet above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
- (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in-perpetuity.
- (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (d) Any non-residential structure, or part thereof, made watertight below the BFE shall be floodproofed in accordance with the applicable standards in ASCE 24. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.
- (e) Prior to the issuance of the Certificate of Occupancy, the following must be submitted for any non-residential structure that will be floodproofed.

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

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

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

- (ii) A duly appointed representative of the City of Madison is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
 - (iii) The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.
- (4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.

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

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

- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:
 - (i) The lowest floor of the manufactured home is two **feet** or more above the BFE; OR
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
 - (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA P-85* (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.
 - (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be

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

- (c) Require that all recreational vehicles placed on sites must either:
 - (i) Be on the site for fewer than 180 consecutive days,
 - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
 - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
 - (iv) Must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).

- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
 - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
 - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
 - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
 - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).

- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the City of Madison's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.

- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to two **feet** above the BFE as required in Article 4, Section B(1).

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

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

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

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

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

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

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

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

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

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

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

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

SECTION C FLOODWAYS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION F STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT

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

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

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

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

SECTION G. CRITICAL FACILITIES

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

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

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

ARTICLE 5
VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

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

SECTION B. DUTIES OF BOARD

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

SECTION C. CONDITIONS FOR VARIANCES

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

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

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

SECTION D. VARIANCE PROCEDURES

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

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

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

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

SECTION E. VARIANCES FOR HISTORIC STRUCTURES

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

SECTION F. VARIANCE NOTIFICATION AND RECORDS

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

ARTICLE 6

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Developed Area means an area of a community that is:

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

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

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

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

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

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

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

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

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

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

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

Flood or Flooding means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Historic Structure means any structure that is:

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

- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
- i. By an approved state program as determined by the Secretary of the Interior,
or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

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

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

- a. **Letter of Map Amendment (LOMA)**
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- b. **Letter of Map Revision (LOMR)**
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.
- c. **Conditional Letter of Map Revision (CLOMR)**
A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recreational Vehicle means a vehicle which is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For insurance purposes, **structure** means:

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

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

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

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

value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;
- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Variance means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this Ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood.

X Zones (unshaded) designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

Zone of Imminent Collapse means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

ARTICLE 7

LEGAL STATUS PROVISIONS

SECTION A. SEVERABILITY

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

SECTION B. ENFORCEABILITY OF ORDINANCE AND FUTURE REVISIONS

The provisions within this Ordinance must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this Ordinance take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If the City of Madison repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, the City of Madison will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this Ordinance. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. The City of Madison agrees to revise its floodplain management Ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

SECTION C. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

READ, PASSED AND ADOPTED this 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

APPROVED this 12th day of January, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Stormwater Enforcement Officer

Department: Engineering

FLSA Status: Non- Exempt

Pay Grade: 106

New Position Position Change Effective Date 1/12/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This position is responsible for the planning, implementation, and oversight of stormwater management programs in compliance with local, state (ADEM), and federal (EPA NPDES) regulations. This role plays a critical part in protecting water quality, preventing flooding, and ensuring sustainable stormwater infrastructure throughout the jurisdiction.

Essential Functions/Major Responsibilities:

- Assists in the development of the Municipal Separate Storm Sewer System (MS4) program in accordance with ADEM and EPA requirements.
- Performs the inspections and enforcement activities related to stormwater discharges and construction site runoff as required by ADEM
- Prepares and submits required stormwater reports for use internally or to regulatory agencies (e.g., NPDES annual reports).
- Collaborates with engineers, developers, contractors, and the public to promote best management practices (BMPs).
- Performs annual inspections of City-owned and/or City-maintained stormwater facilities & BMPs
- Develops and implements public education and outreach programs related to stormwater pollution prevention.
- Ensures compliance with evolving building codes and industry standards by participating in ongoing training, maintaining certifications, and reviewing updates to local and national codes.
- Responds to drainage complaints & flooding incidents, and coordinate with Public Works & Engineering personnel to evaluate the concerns and propose solutions.
- Enforces Municipal Code requirements relating to the MS4 permit.
- Responds to and investigate reports of illicit discharges and illegal dumping into the municipal storm sewer system or other natural watercourses.
- Acts in response to spills and leaks into the municipal storm sewer system and prepares detailed reports of containment activities in accordance with local, state or federal requirements
- Manages dry and wet weather stream screening and reporting requirements.
- Schedules & coordinates annual training for City personnel about their various roles for maintaining compliance with the MS4 permit

Stormwater Enforcement Officer

- Performs inspection for Building permit Engineering compliance related to Civil works done external to buildings/structures
- Assists with reviewing of new building permits (e.g. plot plans and foundation surveys)
- Issues written review comments, approvals, and conditions, maintaining proper documentation and electronic records within the permitting system.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Department Head or designee assigns work in terms of general instructions.
- Department Head or designee spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the results.
- Guidelines are generally clear and specific but may require some interpretation in application.

Supervisory Responsibility:

None

Interpersonal Contacts:

- Must establish and maintain effective working relationships with State agencies, Mayor, City Council, City personnel, GIS professionals, engineers, surveyors, utility personnel, school personnel, equipment professionals, and members of the general public for the purpose of giving or exchanging information and providing services.

Knowledge, Skills, and Abilities:

- Knowledge of federal, state, and local stormwater regulations, including the Clean Water Act, NPDES, and MS4 permitting requirements.
- Knowledge of best management practices (BMPs) and stormwater pollution prevention plans (SWPPPs) for stormwater pollution prevention and control.
- Knowledge of municipal planning processes, zoning, and public works operations related to stormwater.
- Knowledge of ACAD or GIS software with ability to perform basic functions like navigate or interpret electronic maps or drawings
- Knowledge of emergency management procedures related to storm and flood events.
- Skill in project management.
- Skill in analyzing and interpreting technical data related to water quality, runoff, and drainage systems.
- Skill in writing detailed technical reports and regulatory documents,
- Skill in conducting field inspections of stormwater infrastructure to ensure compliance and functionality.
- Skill in communicating complex information clearly to diverse audiences, including the public and officials.
- Skill in developing educational materials and outreach programs related to stormwater awareness.

Stormwater Enforcement Officer

- Skill in navigating regulatory frameworks and ensuring program compliance with environmental standards.
- Skill in using Microsoft Office tools and departmental software to perform job-related tasks efficiently.
- Ability to interpret and apply complex environmental regulations and engineering guidelines.
- Ability to manage multiple priorities and deadlines in a fast-paced regulatory or emergency environment.
- Ability to develop and maintain effective inspection and maintenance schedules for stormwater systems.
- Ability to identify, evaluate, and recommend improvements to stormwater infrastructure and practices.
- Ability to communicate effectively in both written and verbal formats with a wide range of stakeholders.
- Ability to respond quickly and effectively to flooding, drainage complaints, or environmental emergencies.
- Ability to stay current with changes in stormwater regulations, technologies, and industry best practices.
- Ability to work outdoors in varied weather conditions and on active construction or field sites.
- Ability to work effectively with others and supervise effectively with diplomacy.

Education and/or Experience:

- Bachelor's Degree from an accredited college or university with major course work in Environmental Sciences, Natural Resource Sciences, Civil Engineering, Hydrology, or a related field preferred.
- Knowledge of federal and state environmental laws, particularly ADEM and EPA stormwater regulations.
- Minimum of 5 years of progressively responsible experience in Stormwater regulations, code enforcement, flood prevention/mitigation and flood plain management is preferred.
- Experience with Alabama MS4 Phase I or Phase II compliance programs is preferred.

Additional Requirements:

- Strong background record required due to accessibility to city property and private property and interaction with public.
- Qualified Credentialed Inspector (QCI) certification required or obtained within one (1) year.
- Must maintain a strong driving record for city insurance purposes and record may be periodically checked by the city.
- Prefer certification or ability to obtain Certified Floodplain Manager (CFM) certification.

Job Conditions:

- Normal office working conditions plus working outside in various weather conditions and terrain.
- Must be able to work occasional extended hours and weekends, at times with little or no notice.

Physical Capabilities:

- This position’s physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Mobility to occasionally inspect and work in various terrains, including ditches and pipe systems.
- Work is performed while intermittently sitting, standing, kneeling, stooping, crawling, twisting, walking, bending, or crouching.
- The employee may be exposed to noise, dust, dirt, grease and occasional hot and cold temperatures or inclement weather.
- Ability to drive and travel to different sites.
- Must be able to work on computer, sometimes for a long period of time.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Engineering Plans Examiner

Department: Engineering

FLSA Status: Non-Exempt

Pay Grade: 110

New Position Position Change Effective Date 1/12/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This position is responsible for reviewing and evaluating construction plans, permit applications, and related documents to ensure compliance with applicable municipal codes, zoning regulations, building standards, and state and federal requirements. This position provides technical guidance to architects, engineers, contractors, developers, and the public, ensuring that proposed projects meet City regulatory standards before permits are issued. The Engineering Plans Examiner collaborates with building inspection, zoning, engineering, fire, and planning staff to support efficient permitting processes and consistent code enforcement. Work includes interpreting codes, identifying deficiencies, recommending corrective actions, and maintaining accurate records of plan reviews. Incumbent may also assume a role in the reviewing of other areas (e.g., grading, sediment/erosion control, ADEM compliance). The role requires strong analytical skills, attention to detail, effective communication, and a commitment to supporting safe and sustainable community development.

Essential Functions/Major Responsibilities:

- Reviews construction plans and permit applications for residential, commercial, and industrial projects to ensure compliance with municipal building codes, zoning ordinances, land-use regulations, and applicable state and federal laws
- Communicates plan review findings to architects, engineers, designers, contractors, developers, and property owners, providing clear guidance on required revisions and compliance measures.
- Coordinates with internal departments, including Building Inspection, Code Enforcement, Planning/Zoning, Engineering, and Fire Services—to ensure consistency and accuracy in the permitting and review process.
- Issues written review comments, approvals, and conditions, maintaining proper documentation and electronic records within the permitting system.
- Provides technical assistance to staff, applicants, and the public regarding code requirements, permit procedures, and construction standards.
- Conducts follow-up reviews to verify that corrections have been made and that final plans meet all regulatory requirements.
- Participates in pre-application or pre-construction meetings to guide applicants through code requirements and permitting expectations.

Engineering Plans Reviewer

- Stays current with building codes and industry standards through ongoing training, certification maintenance, and review of updates to local and national codes.
- Supports field inspectors by clarifying plan details, resolving discrepancies, and confirming that construction activities align with approved plans.
- Prepares reports and maintain accurate records of plan reviews, approvals, and communications for audit, legal, and administrative purposes.
- Assists in the development or update of local amendments, policies, and procedures related to plan review, permitting, and building safety.
- Responds to drainage complaints & flooding incidents, and coordinate with Public Works & Engineering personnel to evaluate the concerns and propose solutions.
- Assists with the review and approval of FEMA Elevation Certificates
- Assists with the review of FEMA LOMR applications

Secondary Functions:

- Performs other related duties as assigned.

Job Scope:

- Work is performed under the general direction of the Department Head or designee
- Makes recommendations based on federal, state and local law, best practices and city goals and objectives.
- Guidelines are generally clear and specific but may require some interpretation in application.

Supervisory Responsibility:

None.

Interpersonal Contacts:

- Must establish and maintain effective working relationships with State agencies, Mayor, City Council, City personnel, GIS professionals, engineers, surveyors, utility personnel, school personnel, equipment professionals, and members of the general public for the purpose of giving or exchanging information and providing services.

Knowledge, Skills, and Abilities:

- Knowledge of and ability to apply municipal building codes, zoning ordinances, land-use regulations, and relevant state and federal construction standards consistently across a wide range of projects.
- Knowledge of plan review procedures, permitting processes, and documentation requirements within a municipal regulatory environment.
- Knowledge of building construction methods, materials, engineering principles, and industry best practices.
- Knowledge of ACAD and GIS software with ability to perform basic functions like navigate or interpret electronic maps or drawings
- Knowledge of and skilled in using digital plan review platforms, permitting software, technical reference materials and office technology to process and track applications.

Engineering Plans Reviewer

- Skill in interpreting architectural, structural, civil, mechanical, electrical, and plumbing drawings and specifications.
- Skill in analyzing complex technical documents to identify deficiencies, safety concerns, and code violations.
- Skill in effective verbal and written communication when providing guidance to applicants, contractors, and design professionals.
- Skill in managing multiple plan review assignments, meeting deadlines, and maintaining accuracy under time constraints.
- Ability to exercise sound judgment and make defensible decisions regarding code interpretation and compliance.
- Knowledge of best management practices (BMPs) for stormwater pollution prevention and control.
- Knowledge of federal, state, and local stormwater regulations, including the Clean Water Act, NPDES, and MS4 permitting requirements.
- Ability to collaborate with internal departments and resolve technical issues in a professional and timely manner.
- Ability to explain complex code requirements clearly to individuals with varying levels of technical knowledge.
- Ability to stay current with code updates, industry trends, and continuing education requirements.

Education and/or Experience:

- Bachelor's degree in Architecture, Engineering, Construction Management, or related field.
- Two years of professional experience preferred.
- Obtain or maintain Certified Floodplain Manager (CFM) (or able to obtain within first 10 months of employment)
- ACAD experience preferred.

Additional Requirements:

- Strong background record required due to accessibility to city property and private property and interaction with public.
- Must maintain a strong driving record for city insurance purpose and record may be periodically checked by the city.
- Demonstration of a high level of judgement and discretion required for maintaining confidential and sensitive information.

Job Conditions:

- Normal office working conditions plus working outside in various weather conditions and terrain.
- Must be able to work occasional extended hours

Physical Capabilities:

- This position's physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Must be able to inspect construction projects, drainage problems, and citizen complaints.

Engineering Plans Reviewer

- Mobility to occasionally inspect and work in various terrains, including ditches and pipe systems.
- Work is performed while intermittently sitting, standing, kneeling, stooping, crawling, twisting, walking, bending, or crouching.
- The employee may be exposed to noise, dust, dirt, grease and occasional hot and cold temperatures or inclement weather.
- Ability to drive and travel to different sites.
- Must be able to work on computer, sometimes for a long period of time.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: GIS Manager

Department: Engineering

FLSA Status: Exempt

Pay Grade: 112

New Position Position Change Effective Date 1/12/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This position is responsible for overseeing the planning, development, implementation, and maintenance of geographic information systems across the organization. This leadership role ensures the effective integration of spatial and non-spatial data to support planning, infrastructure, public safety, environmental management, and other strategic functions. Incumbent provides technical direction, guidance to other departments, and supervises support staff to deliver accurate, timely, and actionable geospatial information and tools. Incumbent is responsible for establishing GIS standards, ensuring data integrity, implementing innovative GIS solutions, and guiding the adoption of emerging technologies such as web mapping, remote sensing, and mobile GIS applications.

Essential Functions/Major Responsibilities:

- Provides mapping support and geographic information to internal departments, the public, and external stakeholders, including specialty maps, map books, and digital map displays.
- Maintains and updates the City's base maps, spatial databases, and address assignments; oversee data accuracy, integration, and distribution.
- Supervises GIS staff and directs daily operations, project prioritization, and staff development.
- Develops and implements long-term GIS strategies, goals, and policies aligned with City objectives.
- Coordinates and participates in subdivision plat, site plan, and asset data reviews; maintains subdivision history records and provides asset management data to the Finance Department for accepted subdivisions and annexations.
- Supports Planning Commission and City Council through map presentations and spatial data for proposed developments.
- Implements and manages enterprise GIS systems, including custom applications, system upgrades, data security, and recovery procedures.
- Coordinates GIS-related activities with other departments, outside agencies, consultants, and permitting authorities (e.g., ADEM, Army Corps of Engineers).
- Assists in preparing permit applications and technical reports, including NPDES/MS4 documentation and annual audits.
- Archives and maintains digital records of subdivision and site plans for reference and compliance.

GIS Manager

- Plans and manages GIS project budgets, vendor contracts, system specifications, and milestones.
- Provides training, technical support, and documentation for internal GIS users; promotes GIS awareness across the organization.
- Represents the City in professional GIS forums, and ensure operations comply with applicable legal and ethical standards.
- Oversees all UAS operations performed by the Engineering Department, including flight planning and obtaining all required approvals from FAA.
- Assists members of the public regarding property information, new development, and some engineering-related projects.
- Calculates Stormwater User Fee and coordinates with the Madison County Tax Collector's Office for billing.

Secondary Functions:

- Evaluates and performs light maintenance to large format plotters within the Engineering Department to ensure best functionality.
- Performs other related duties as required.

Job Scope:

- Performs duties with little direction given, operating from established procedures and in-depth knowledge of the art and science of land use planning
- Decisions are made within constraints of law and departmental policy with wide latitude for interpretation and independent decision-making.
- Consequence of errors can be serious.

Supervisory Responsibility:

Supervises work of assigned staff, to include hiring and performance management.

Interpersonal Contacts:

- Collaborates with GIS professionals, engineers, surveyors, planners, members of the Police and Fire Departments, other emergency response personnel, school personnel, code enforcers, equipment professionals, and members of the general public to give or exchange information and provide deliverables.

Knowledge, Skills, and Abilities:

- Knowledge of geographic information system (GIS) principles, practices, and industry standards related to data management, mapping, and spatial analysis.
- Knowledge of geospatial software and tools, including the ESRI ArcGIS suite, ArcGIS Online, and mobile GIS applications.
- Knowledge of cartographic design principles and map production techniques, including symbology, labeling, and scale.
- Knowledge of database management systems, such as PostgreSQL/PostGIS or SQL Server, and data modeling concepts.
- Knowledge of municipal planning, engineering, and public works functions as they relate to GIS applications.

GIS Manager

- Knowledge of relevant local, state, and federal regulations, including addressing standards, environmental permitting (e.g., ADEM, MS4), and public records requirements.
- Skill in managing enterprise GIS architecture, including implementation, upgrades, and integration with other systems.
- Skill in supervising, training, and evaluating GIS staff and coordinating cross-departmental GIS initiatives.
- Skill in interpreting and analyzing engineering plans, plats, legal descriptions, and survey data.
- Skill in using scripting and automation tools such as Python, SQL, or ModelBuilder for geoprocessing and workflow efficiency.
- Skill in developing custom GIS applications or dashboards for internal and external use.
- Skill in preparing clear, concise maps, reports, and technical documents for a variety of audiences, including elected officials and the public.
- Ability to plan, organize, and manage multiple GIS projects and priorities in a dynamic environment.
- Ability to establish and maintain effective working relationships with staff, departments, external agencies, and the public.
- Ability to communicate complex technical information clearly, both orally and in writing.
- Ability to ensure data accuracy and integrity through quality control methods and documentation standards.
- Ability to work independently and exercise sound judgment in problem-solving and decision-making.
- Ability to represent the City in professional meetings, conferences, and regional GIS groups.

Education and/or Experience:

- Bachelor's degree in an engineering field or any related field required.
- Eight (8) years of experience highly preferred in Civil Engineering design, inspection, geotechnical or materials testing, surveying, digital mapping or construction. Preferably some experience in each category.
- UAS Part 107 license preferred.

Additional Requirements:

- Strong background record required due to accessibility to city property and interaction with public.
- Must maintain a strong driving record for city insurance purposes and record may be periodically checked by the city.

Job Conditions:

- Normal office working conditions plus working outside in various weather conditions.
- Must be able to work occasional overtime and weekends and at times with little or no notice.

Physical Capabilities:

- This position's physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Work is typically performed while sitting at a desk or table.
- The employee occasionally lifts light and heavy objects.

GIS Manager

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Engineering Manager

Department: Engineering

FLSA Status: Exempt

Pay Grade: 116

New Position Position Change Effective Date 1/12/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This position oversees the planning, direction, supervision, and coordination of daily operations for stormwater management, new development, and GIS programs. The role ensures compliance with federal, state, and local environmental regulations, with an emphasis on new development permitting and adherence to Alabama Department of Environmental Management (ADEM) requirements, including the Clean Water Act and Alabama NPDES General Permits for construction and Municipal Separate Storm Sewer Systems (MS4). This position serves as the organization's senior subject matter expert on stormwater conveyance, modeling, permitting, erosion and sediment control, and best management practices (BMPs), ensuring that all projects and operations meet both regulatory obligations and community environmental goals. Incumbent will oversee permit applications, annual reporting to ADEM, inspection schedules, and Stormwater Pollution Prevention Plan (SWPPP) implementation. This role involves close coordination with municipal leaders, state regulators, engineers, and the public to safeguard Alabama's waterways, promote sustainable development, and address site-specific compliance challenges unique to the state's diverse geography.

Essential Functions/Major Responsibilities:

- Directs all aspects of stormwater compliance with ADEM and EPA regulations.
- Manages NPDES permitting processes for construction sites, industrial facilities, and MS4 programs.
- Conducts and oversees inspections, water quality monitoring, and SWPPP implementation.
- Ensures compliance with ADEM Administrative Code, Division 335-6-12, and related environmental standards.
- Develops and manages the Municipal Separate Storm Sewer System (MS4) program in accordance with ADEM and EPA requirements.
- Manages the preparation and submittal of the annual MS4 report and other required documentation to ADEM.
- Coordinates with ADEM inspectors and address any Notices of Violation (NOVs) or compliance orders.
- Oversees public education and outreach initiatives in compliance with MS4 requirements.
- Monitors legislative and regulatory changes in Alabama affecting stormwater compliance.

Engineering Manager

- Oversees permitting, inspection, and enforcement activities related to stormwater discharges and construction site runoff.
- Provides technical review for all subdivision and site plan submittals for compliance with the City of Madison Subdivision Regulations and the City of Madison Construction Specifications Manual for Public Improvements.
- Reviews plans and hydrology reports for new development to ensure the design meets minimum MS4 permit requirements.
- Ensures that storm water drainage and roadway design for new development meets City of Madison standards, specifications and regulations.
- Attends all technical review meetings pertaining to the submittals for developments within the city limits.
- Reviews and coordinates private project development plans for compliance with City codes, regulations and standards and compliance with other approved plans.
- Oversees the maintenance of stormwater infrastructure, inventory, and asset management records.
- Collaborates with engineers, developers, contractors, and the public to promote best management practices (BMPs).
- Responds to drainage complaints and flooding incidents with technical evaluations and proposed solutions.
- Assists in the development or update of local amendments, policies, and procedures related to plan review and permitting
- Manages the enforcement of Municipal Code requirements relating to the MS4 permit.
- Responds to and investigate reports of illicit discharges and illegal dumping into the municipal storm sewer system.
- Acts in response to spills and leaks into the municipal storm sewer system and prepares detailed reports of containment activities.
- Manages dry and wet weather stream screening and reporting requirements.
- Manages the GIS unit within the department.
- Reviews and approves floodplain development permit

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Work is performed under the general direction of the City Engineer.
- Makes recommendations based on federal, state and local law, best practices and city goals and objectives.

Supervisory Responsibility:

Provides leadership and supervises work of assigned staff and contractors, Including hiring and performance management

Interpersonal Contacts:

- Must establish and maintain effective working relationships with State agencies, Mayor, City Council, City personnel, GIS professionals, engineers, surveyors, utility personnel, school

personnel, equipment professionals, and members of the general public for the purpose of giving or exchanging information and providing services.

Knowledge, Skills, and Abilities:

- Knowledge of federal, state, and local stormwater regulations, including the Clean Water Act, NPDES program, and Alabama Department of Environmental Management (ADEM) requirements.
- Knowledge of ADEM Administrative Code, Division 335-6-12, and the Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas.
- Knowledge of municipal separate storm sewer system (MS4) program requirements, including public education, illicit discharge detection, and annual reporting.
- Knowledge of stormwater pollution prevention plans (SWPPPs) and best management practices (BMPs) for erosion and sediment control.
- Knowledge of hydrology, hydraulics, and watershed management principles as they apply to stormwater management in Alabama's diverse geographic regions.
- Knowledge of environmental inspection and enforcement procedures, including documentation and regulatory reporting.
- Knowledge of construction site management practices that affect water quality and compliance.
- Knowledge of environmental sampling methods, water quality monitoring protocols, and data analysis techniques.
- Skilled in project management.
- Skilled in interpreting and applying ADEM and EPA stormwater regulations to a variety of site and program conditions.
- Skilled in developing, reviewing, and implementing SWPPPs and erosion and sediment control plans.
- Skilled in conducting stormwater compliance inspections and preparing detailed reports.
- Skilled in analyzing technical data and preparing regulatory submissions, including annual MS4 reports.
- Skilled in using ACAD, GIS mapping, hydrologic modeling tools, and other relevant software for stormwater management.
- Skilled in coordinating multi-agency efforts, public outreach, and stakeholder engagement.
- Skilled in leading training programs for municipal staff, contractors, and developers on stormwater compliance.
- Skilled in resolving compliance issues and developing corrective action plans to address deficiencies.
- Ability to manage complex projects and balance competing priorities while ensuring regulatory compliance.
- Ability to communicate effectively with regulatory agencies, elected officials, engineers, contractors, and the public.
- Ability to interpret technical engineering plans, environmental regulations, and permit requirements.
- Ability to identify, assess, and mitigate stormwater-related environmental risks.
- Ability to maintain accurate records and prepare clear, concise, and defensible reports.

Engineering Manager

- Ability to stay current with emerging stormwater management technologies, policies, and best practices.
- Ability to mentor and provide technical guidance to junior staff and program partners.
- Ability to work effectively in both field and office environments under varying weather conditions.

Education and/or Experience:

- Bachelor's degree in Environmental Science, Civil or Environmental Engineering, or related field (Master's preferred)
- 8+ years of progressively responsible experience in stormwater management, permit review and floodplain management including work with Alabama-specific NPDES permitting.
- Strong understanding of ADEM regulations, MS4 program requirements, and erosion/sediment control BMPs.
- Knowledge of federal and state environmental laws, particularly ADEM and EPA stormwater regulations.
- Demonstrated leadership in coordinating with regulatory agencies, local governments, and the public.
- Certified Floodplain Manager (CFM)
- Other professional certifications such as Professional Engineer (PE), Certified Professional in Erosion & Sediment Control (CPESC), Quality Control Inspector (QCI) or Certified Stormwater Manager (CSM) preferred
- Experience with Alabama MS4 Phase I or Phase II compliance programs is preferred.

Additional Requirements:

- Strong background record required due to accessibility to city property and private property and interaction with public.
- Must maintain a strong driving record for city insurance purposes and record may be periodically checked by the city.
- Demonstration of a high level of judgement and discretion required for maintaining confidential and sensitive information.

Job Conditions:

- Normal office working conditions plus working outside in various weather conditions and terrain.
- Must be able to work occasional extended hours and weekends, at times with little or no notice.
- Job may require nonstandard working hours to meet deadlines, to attend evening meetings and work sessions, to be available during emergency/storm events and occasional work on weekends.

Physical Capabilities:

- This position's physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Must be able to inspect construction projects, drainage problems, and citizen complaints.
- Mobility to occasionally inspect and work in various terrains, including ditches and pipe systems.
- Work is performed while intermittently sitting, standing, kneeling, stooping, crawling, twisting, walking, bending, or crouching.

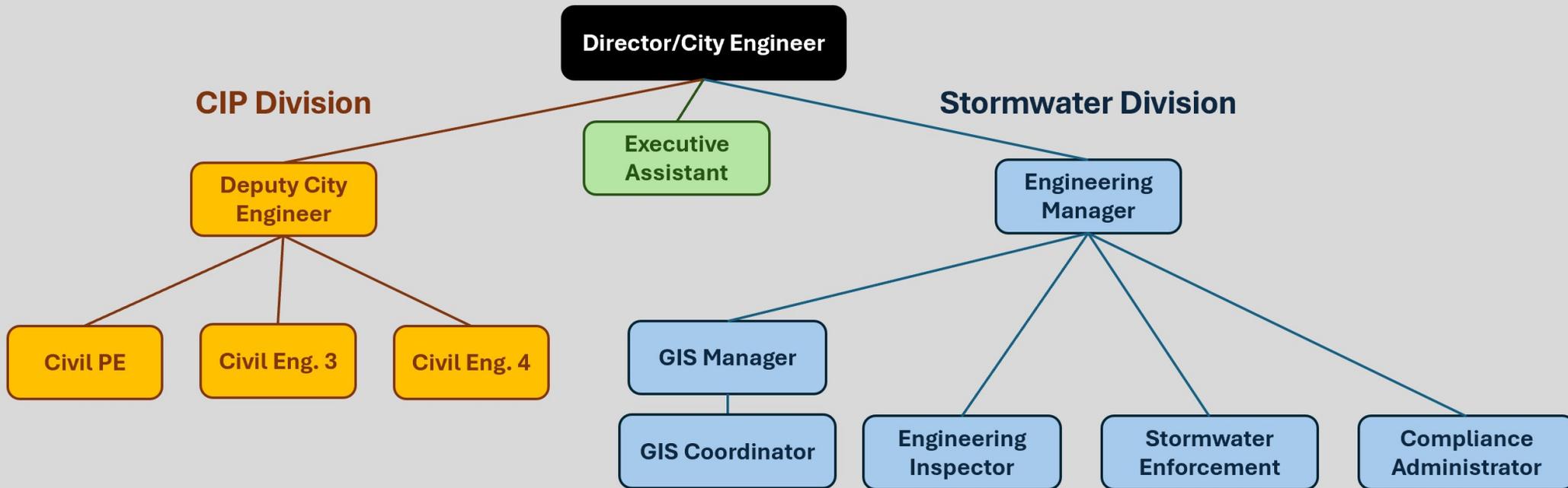
Engineering Manager

- The employee may be exposed to noise, dust, dirt, grease and occasional hot and cold temperatures or inclement weather.
- Ability to drive and travel to different sites.
- Must be able to work on computer, sometimes for a long period of time.

Mayor Approval, Date

Department Head Approval, Date

Proposed Engineering Organization Chart



RESOLUTION NO. 2026-027-R

**A RESOLUTION TO MAKE CHANGES TO THE
JOB CLASSIFICATION PLAN**

WHEREAS, the City of Madison has assigned certain positions to the job classification plan and has established pay ranges for those positions; and

WHEREAS, the City of Madison desires to modify the classification plan to reflect current needs of the City; and

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 12th day of January 2026, that the following position titles will be modified on the classification plan, with changes in Job Grades, to be effective the beginning of the pay period following adoption of the resolution:

New Position Titles & Grade Changes for Facilities:

- Maintenance Supervisor to Grounds Supervisor Grade 111
- Complex Supervisor to Custodial Supervisor Grade 111
- Maintenance III to Grounds Support Lead Grade 105
- Maintenance II to Grounds Support Tech Grade 104

New Position:

- Operations Superintendent Grade 112

Addition to new position titles

- Proposed Reorganization Chart

READ, PASSED, AND ADOPTED this 12th day of January, 2026.

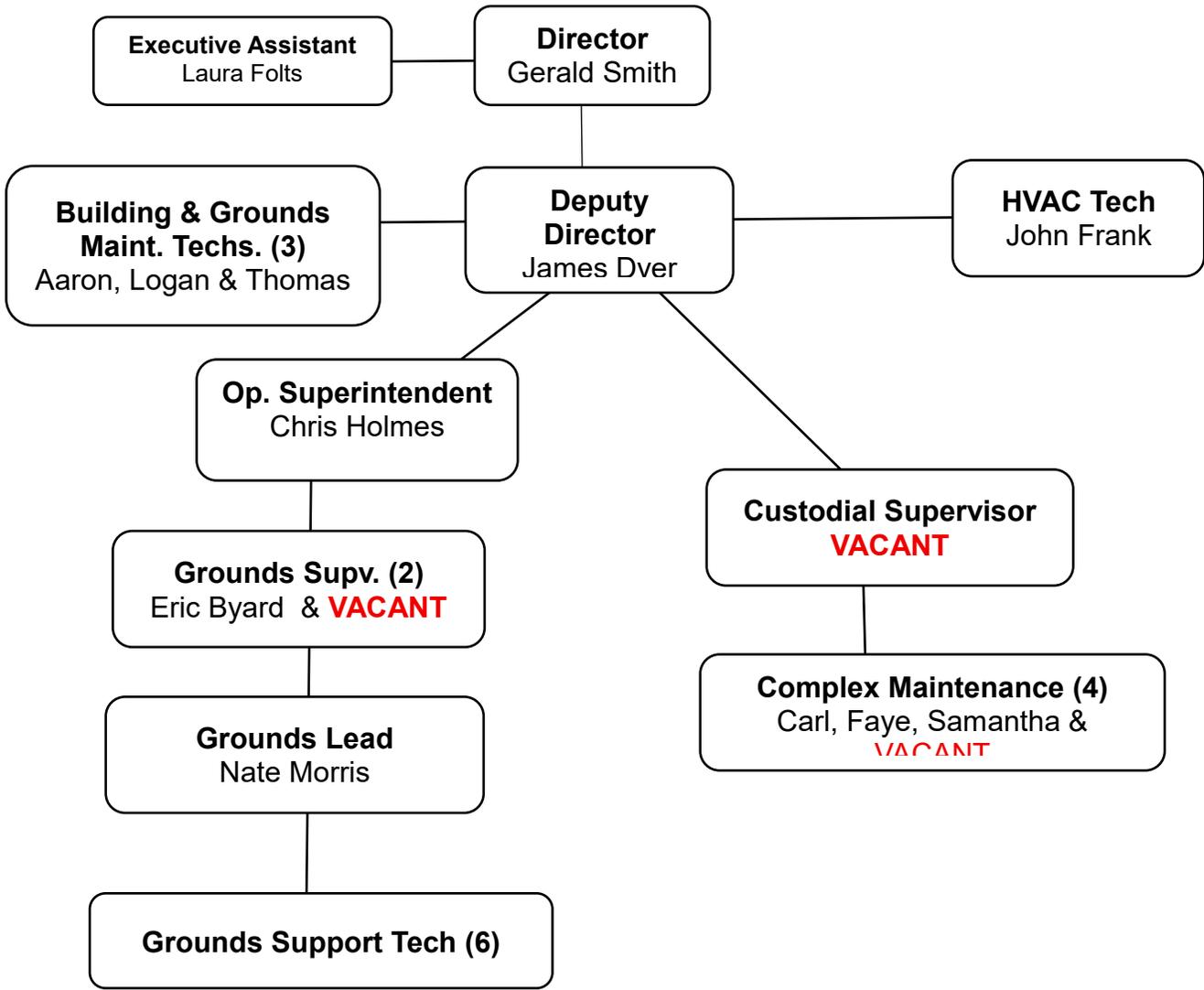
Maura Wroblewski, President
Madison City Council
City of Madison, Alabama

ATTEST:

Lisa Thomas
City Clerk-Treasurer

APPROVED this 12th day of January, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison

Job Description



Title: Custodial Supervisor

Department: Facilities & Grounds

FLSA Status: Exempt

Pay Grade: 111

New Position Position Change Effective Date 7/7/2025

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The Custodian Supervisor is responsible for overseeing the daily operations of custodial, grounds maintenance services, and pest control services across City facilities and grounds and properties. This position ensures that buildings are clean, safe, and well-maintained, and that outdoor spaces are properly landscaped and presentable year-round. The Supervisor plans, assigns, and inspects work performed by custodial and groundskeeping staff, ensures compliance with safety and environmental regulations, and manages the use and maintenance of cleaning and landscaping equipment. This role also includes monitoring supply inventories, assisting with budget recommendations, and providing hands-on support as needed. The ideal candidate will demonstrate strong leadership, attention to detail, and a commitment to maintaining high standards for both indoor and outdoor public spaces.

Essential Functions/Major Responsibilities:

- Plans, schedules, assigns, and supervises the work of custodial and landscaping staff and vendors/contractors across City buildings and grounds.
- Inspects facilities and grounds and outdoor areas to ensure proper cleaning, maintenance, and landscaping standards are met.
- Trains staff on safe and proper use of equipment, cleaning chemicals, and landscaping tools in compliance with safety regulations and environmental guidelines.
- Oversees the use and preventative maintenance of custodial and groundskeeping equipment; coordinates repairs or replacement as needed.
- Monitors inventory of supplies and materials; prepares purchase requests and ensures cost-effective use of resources.
- Responds to emergency maintenance or cleaning needs during and outside of regular hours, including weather-related events or facility incidents.
- Ensures compliance with OSHA, EPA, and other applicable safety and sanitation standards.
- Maintains accurate records of staff schedules, inspections, equipment logs, and work orders.
- Assists in the preparation of operating budgets and monitors expenditures related to custodial and landscaping operations.
- Communicates effectively with staff, vendors, and department leadership to coordinate services and resolve issues.

Custodian Supervisor

- Performs custodial and landscaping duties as needed to support team operations or address urgent maintenance needs.
- Enforces departmental policies and procedures; participates in the hiring, evaluation, and discipline of custodial and landscaping personnel.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

Performs duties under general leadership of the Director of Facilities & Grounds or the Deputy Director of Facilities & Grounds with little direction given, operating from established schedule and instructions.

Supervisory Responsibility:

Daily supervision of janitorial, pest control, and landscaping crews. Provides leadership, mentoring, counseling, appraising and training and development for all employees. Monitors performance and maintains schedules.

Interpersonal Contacts:

- Interacts with team of workers, including professional and administrative staff.
- Must be able to follow instructions from supervisor.
- Must be able to provide clear directions to subordinate team members.
- Interacts with contractors and vendors to ensure contract compliance.

Knowledge, Skills, and Abilities:

- Knowledge of custodial and grounds maintenance procedures, equipment, and best practices.
- Knowledge of chemical safety and proper handling of cleaning agents, fertilizers, herbicides, and pesticides.
- Knowledge of OSHA regulations and applicable local, state, or federal safety and environmental standards.
- Knowledge of basic horticulture and turf management techniques.
- Knowledge of equipment maintenance for custodial and landscaping tools/machinery (e.g., floor buffers, mowers, trimmers).
- Knowledge of inventory control and supply ordering systems.
- Knowledge of supervisory principles, scheduling, and personnel management.
- Skill in operating and training staff in the safe use of custodial and landscaping equipment.
- Skill in inspecting work areas and identifying cleanliness, safety, or maintenance issues.
- Skill in planning and organizing work schedules for custodial and groundskeeping staff.
- Skill in resolving personnel and operational issues efficiently and tactfully.
- Skill in maintaining accurate records of staff attendance, inventory, maintenance logs, and work orders.
- Skill in time management and prioritizing work across multiple facilities and grounds or locations.
- Ability to lead and supervise a team, including assigning tasks, training, evaluating performance, and providing feedback.

Custodian Supervisor

- Ability to interpret and follow written procedures, work orders, and material safety data sheets (MSDS).
- Ability to communicate effectively, both orally and in writing, with staff, vendors, and facility managers.
- Ability to work independently and make sound decisions in the absence of direct supervision.
- Ability to establish and maintain effective working relationships with staff, contractors, and the public.
- Ability to respond to emergencies or facility-related incidents outside of regular work hours, if needed

Education and/or Experience:

- High School Diploma or GED preferred.
- Five (5) years of experience in facilities and grounds maintenance.
- Strong work history of dependability and performance.

Additional Requirements:

- Strong background record required, due to accessibility to employee and city property.
- Alabama Driver’s license and good driving record required for delivery of cleaning equipment and supplies.

Job Conditions:

- Work around dirt, dust, germs, chemicals, cleaning supplies, and unsanitary conditions at times.
- Work schedule may be changed at any time to accommodate business needs.

Physical Capabilities:

- This position’s physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Ability to see well enough to drive vehicles and read product and equipment information (corrective lens acceptable).
- Must have full range of physical motion to operate various tools and equipment.
- Frequent standing or on feet 5 to 8 hours per day.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Grounds Support Lead

Department: Facilities & Grounds

FLSA Status: Non-Exempt

Pay Grade: 105

New Position Position Change Effective Date 9/7/2009

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The Grounds Support Lead provides hands-on leadership and technical support for the maintenance and upkeep of parks, trails, and related public spaces. This role works alongside ground staff to perform daily maintenance activities while serving as a lead worker who assigns tasks, provides training, and ensures work is completed safely and efficiently. The Grounds Support Lead assists with landscaping, equipment operation, and minor facility maintenance, and helps maintain high standards of appearance and safety. The position also supports the Grounds Supervisor by monitoring work quality, addressing routine issues, coordinating supplies and equipment, and serving as a point of contact for staff and the public.

Essential Functions/Major Responsibilities:

- Leads and assists grounds maintenance crews in daily work activities, including landscaping, turf care, trail upkeep, and facility maintenance.
- Assigns tasks, provides on-the-job training, and ensures work is completed according to established standards and schedules.
- Performs hands-on maintenance work such as mowing, trimming, pruning, planting, irrigation repair, fertilization, and weed control.
- Inspects parks, trails, and facilities and grounds to identify maintenance needs, safety hazards, and equipment issues; report and address concerns as appropriate.
- Operates, maintains, and ensures proper use of grounds maintenance equipment, tools, and vehicles.
- Follows and promotes safe work practices and compliance with occupational health and safety regulations.
- Assists with ordering, inventorying, and organizing tools, materials, and supplies.
- Serves as a point of contact for staff and the public during assigned shifts; respond to routine questions or concerns.
- Supports the Grounds Supervisor by monitoring work quality, documenting completed tasks, and communicating work progress or issues.
- Assists with special projects, seasonal work, emergency response, and event setup as assigned.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Provides training and leadership to other worker(s).
- Performs duties with little direction given.
- The supervisor assigns work in terms of somewhat general instructions.
- The supervisor spot-checks completed work for compliance with instructions and procedures, accuracy, and the nature and propriety of the results.
- Guidelines are generally clear and specific but may require some interpretation in application.

Supervisory Responsibility:

None.

Interpersonal Contacts:

- Interacts with team of workers, general public, and employees requesting services.
- Must be able to follow instructions from Grounds Supervisor.

Knowledge, Skills, and Abilities:

- Knowledge of landscaping, turf management, horticulture, and grounds maintenance practices.
- Knowledge of plant identification, plant diseases, pests, and appropriate treatments.
- Knowledge of ground maintenance equipment, tools, and materials.
- Knowledge of occupational health and safety regulations and safe work practices.
- Skill in leading and assisting work crews while performing hands-on grounds maintenance tasks.
- Skill in operating, maintaining, and troubleshooting grounds maintenance equipment.
- Skill in communicating clearly with supervisors, coworkers, and the public.
- Skill in training employees and demonstrating proper techniques and safety procedures.
- Skill in organizing work tasks, prioritizing assignments, and monitoring work quality.
- Ability to perform physically demanding work outdoors in varying weather conditions.
- Ability to identify maintenance needs, safety hazards, and equipment issues.
- Ability to follow written and verbal instructions and apply established procedures.
- Ability to work independently or as part of a team and adapt to changing priorities.
- Ability to support supervisory staff and perform related duties as required.

Education and/or Experience:

- High School Diploma or GED.
- Two (2) years of experience working in grounds or facilities and grounds maintenance.
- Strong work history of dependability and performance.
- Experience training and leading other workers.

Additional Requirements:

- Alabama Driver's license and good driving record required .

Grounds Support Lead

- Must maintain CDL (Commercial Driver’s License) and a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Certified Playground Inspector preferred.

Job Conditions:

- Job requires slip resistance/steel toe footwear to be worn during work hours.

Physical Capabilities:

- This position’s physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Work is performed while intermittently sitting, standing, stooping, walking, bending, or crouching.
- The employee occasionally lifts light and heavy objects, climbs ladders, and uses tools or equipment requiring a high degree of dexterity.
- Must be able to drive for long periods of time.
- The employee must distinguish between shades of color.
- Must be able to work around noise, dust, dirt, germs, grease, machinery with moving parts, irritating chemicals, cleaning supplies, occasional cold or inclement weather and unsanitary conditions at times.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Grounds Support Tech

Department: Facilities & Grounds

FLSA Status: Non-Exempt

Pay Grade: 104

New Position Position Change Effective Date 3/14/2002

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

This is manual work requiring considerable physical strength and endurance. Work is usually performed under the immediate supervision of a lead or supervisor and instructions are received at the beginning of each new job. Constant supervision is not always available for routine and repetitive tasks. Work is reviewed through observation of results. Position performs routine, entry-level tasks for field and ground maintenance/repair at all Neighborhood Parks and trailways, as well as assisting with the Library and City Hall. Position also performs routine, entry-level building maintenance.

Essential Functions/Major Responsibilities:

- Pickups of trash and debris on grounds; empties trash cans.
- Repairs of dugouts, benches, picnic tables, benches, bleachers, cabinets, and pavilions at city parks.
- Mixes concrete, as needed.
- Maintains grounds; mows, fertilizes, operates weed eater, and pulls weeds by using small equipment and/or tools.
- Assists with the assembly and installation of playground equipment.
- Assists with the building and repair of fence posts.
- Assists putting up nets for recreational events.
- Assists in the planting of flowers, shrubbery, hedges, and trees.
- Assists with applying fertilizer and grass seed to grounds. This will be performed under the direction of a Supervisor.
- Moves furniture.
- Sweeps, mops, strips, and waxes floors.
- Cleans and sanitizes restrooms.
- Paints buildings.
- Lays floor tile.
- Repairs damaged ceiling tiles.
- Builds park shelters and structures.
- Makes minor plumbing repairs.

Secondary Functions:

- Cleans equipment and vehicles.
- Drives city vehicles to and from worksites within the city limits of Madison.
- Assists with inspection of parks and buildings.
- Performs other related duties as required.

Job Scope:

- Work is usually performed under the direction of an immediate supervisor or a journey level worker.
- Instructions are typically received at the beginning of each new job.
- Constant supervision is not always available.

Supervisory Responsibility:

None.

Interpersonal Contacts:

- Interacts with team of workers, including lead, and employees requesting services. Must be able to follow instructions from lead.

Knowledge, Skills, and Abilities:

- Knowledge of common safety practices.
- Skills to operate various light equipment (mowers, weed eater, edger, blower, etc. in the maintenance of ball fields and grounds).
- Ability to read and understand written instructions and diagrams, etc.
- Ability to follow verbal directions.
- Ability to work independently without close supervision.
- Ability to work with a team and independently.
- Ability to work at a fast pace to complete a high volume of work.
- Ability to follow instructions.
- Ability to perform basic maintenance on buildings and grounds.

Education and/or Experience:

- High school diploma or GED.
- Experience operating a tractor with attachments, mower, weed eater, and other related lawn equipment.
- Strong work history of dependability and performance.

Additional Requirements:

- Must maintain a strong driving record for city-insurance purposes and record may be periodically checked by the city.
- Must have a valid Driver's License.
- Strong background record required due to accessibility to children, seniors, employees and city property.

- Strong background record required, due to accessibility to employee and city property.

Job Conditions:

- Must wear appropriate safety attire and follow all safety precautions.
- Work around dirt, dust, germs, chemicals, cleaning supplies, and unsanitary conditions at times.
- Most job duties are performed outside in varying weather.
- Job may require occasional overtime and work on weekends.
- Job requires slip resistance/steel toe footwear to be worn during work hours.

Physical Capabilities:

- This position’s physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Work requires the physical ability to stand for extended periods of time; perform continuous repetitious lifting.
- Work also involves bending, stooping, twisting, pulling, turning, and squatting while performing essential functions; and the ability to operate saws and equipment associated with the work.
- Ability to stand on feet and perform repetitive work up to 8 hours per day.
- Ability to see well enough to drive vehicles and equipment (corrective lenses acceptable).
- Must be able to communicate with team members.
- Ability to bend, lift and move freely, and has full use of hands in order to operate equipment and to perform cleaning and maintenance tasks.
- Flexibility to pick up ground debris and perform other tasks at ground level.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Grounds Supervisor

Department: Facilities & Grounds

FLSA Status: Exempt

Pay Grade: 111

New Position

Position Change

Effective Date 3/14/2002

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The Grounds Supervisor is responsible for overseeing the maintenance, safety, and appearance of neighborhood parks and trail systems. This role leads daily field operations, supervises grounds staff and contractors, and ensures all parks and trails are clean, accessible, and well-maintained for public use. The supervisor plans and assigns work, inspects sites, coordinates seasonal maintenance, and responds to service requests and safety concerns. Working closely with city departments and the community, the Grounds Supervisor helps preserve natural spaces, supports recreational use, and ensures compliance with environmental, safety, and operational standards.

Essential Functions/Major Responsibilities:

- Supervises, schedules, and directs ground maintenance staff in the upkeep of parks, trails, ball fields, and related facilities and grounds.
- Plans, assigns, and inspects daily, weekly, and seasonal maintenance activities to ensure safe, clean, and attractive public spaces.
- Conducts routine site inspections to identify maintenance needs, safety hazards, and code or policy compliance issues; initiate corrective actions as needed.
- Oversees landscaping, horticulture, irrigation, fertilization, and turf management operations.
- Operates, maintains, and ensures proper use of grounds maintenance equipment, tools, and supplies.
- Enforces occupational health and safety standards; trains staff in safe work practices and accident prevention.
- Hires, trains, coaches, evaluates, and disciplines employees in accordance with personnel policies.
- Responds to service requests, public inquiries, and complaints in a professional and timely manner.
- Coordinated with other departments, community groups, and volunteers on park and trail projects.
- Maintains records, reports, and documentation related to work activities, inspections, incidents, and employee performance.
- Assists with special projects, emergency response, and other duties as assigned.

Secondary Functions:

- Performs carpentry and plumbing/irrigation tasks.
- Writes and completes routine forms.
- Drives city vehicles to and from worksites within and outside of city limits of Madison.
- Performs other related duties as required.

Job Scope:

- Performs duties with little direction given, operating from schedule and instructions.

Supervisory Responsibility:

Supervise the Grounds Support Technicians and temporary workers to include scheduling or areas to work as well as task list to complete and daily responsibilities.

Interpersonal Contacts:

- Interacts with team of workers, general public, and employees requesting services.
- Must be able to follow instructions from Operations Superintendent.

Knowledge, Skills, and Abilities:

- Knowledge of landscaping maintenance, repair, construction, and horticulture practices.
- Knowledge of fertilization application procedures.
- Knowledge of plant diseases, pests, and appropriate insecticides.
- Knowledge of grounds maintenance equipment, tools, and supplies.
- Knowledge of occupational health and safety principles, including accident causation and prevention.
- Knowledge of personnel policies, practices, and labor procedures.
- Journey-level knowledge of park, landscape, and facility maintenance and inspection, and/or building maintenance.
- Skill in verbal communication with supervisors, employees, contractors, volunteers, and the general public.
- Skill in reading and interpreting written instructions, diagrams, procedures, and product labels.
- Skill in leading and motivating team members.
- Skill in facility painting and finishing.
- Skill in gathering, analyzing, and evaluating information to support sound decision-making.
- Skill in managing relationships among staff, across departments, and with volunteer groups
- Ability to manage daily work schedules, staffing assignments, and employee leave at the workgroup level.
- Ability to coach employees on policies, procedures, and performance expectations.
- Ability to maintain safe, efficient, and high-quality grounds and facility operations.
- Ability to adapt to changing priorities and perform other related duties as required.

Education and/or Experience:

- High school diploma or equivalent (GED) highly.
- Three (3) years of experience in facilities and grounds maintenance and building maintenance.

Grounds Supervisor

- Formal training in landscape in field and park maintenance or building maintenance and park.
- Strong work history of dependability and performance.
- Training in supervision and management.
- Experience leading and coaching others and supervising their work.
- Strong work history of dependability and performance.
- Must be able to obtain a CPI (Certification in Playground Inspection) within 6 months.

Additional Requirements:

- Must maintain a strong driving record for city insurance purposes and record may be periodically checked by the City.
- Certifications in chemical spraying and landscaping.
- Strong background record required, due to accessibility to employee and city property, public and children.
- Strong background record required, due to accessibility to employee and city property.

Job Conditions:

- May require occasional overtime and work on weekends.
- Must wear appropriate safety attire and follow all safety precautions.
- Work around dirt, dust, germs, chemicals, cleaning supplies, and unsanitary conditions at times.
- Most job duties are performed outside during all seasons.
- Job requires slip resistance/steel toe footwear to be worn during work hours.

Physical Capabilities:

- This position's physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Work requires the physical ability to perform heavy manual labor for extended periods, often under adverse weather conditions.
- Includes repetitious stepping up and down (approximately 18" to 24") and repetitious bending and stooping, walking, standing, and occasional climbing.
- See well enough to observe employees and perform maintenance tasks.
- Hear well enough to communicate in person and by telephone.
- Speak well enough to give clear instructions to workers.
- Use of hands and fingers to write and operate equipment.
- Ability to see well enough to observe employee's activities and inspect facilities and grounds (corrective lenses acceptable).
- Ability to be mobile in order to move various equipment and supplies.
- Ability to bend, climb, and stand in order to observe and inspect facilities and grounds.
- Ability to hear well enough to understand normal conversation and know how to use radio and telephone (hearing aid acceptable).
- Ability to stand on feet and perform repetitive work up to eight hours per day.
- Ability to see well enough to drive vehicles and equipment (corrective lenses are acceptable).

Grounds Supervisor

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Operations Superintendent

Department: Facilities & Grounds

FLSA Status: Exempt

Pay Grade: 112

New Position Position Change Effective Date 1/12/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

The Operations Superintendent is responsible for planning, directing, and overseeing all ground services operations for neighborhood parks, trails, and related public spaces. This role ensures that parks and trail systems are safe, clean, attractive, and well-maintained for public use. The Superintendent provides leadership to ground maintenance teams, manages daily operations, and ensures work is performed efficiently, safely, and in compliance with applicable standards, policies, and regulations.

The Operations Superintendent coordinates maintenance schedules, oversees landscaping and infrastructure upkeep, manages equipment and materials, and supports long-term planning for parks and trail improvements. This position works closely with management, staff, contractors, and community stakeholders to maintain high levels of service, environmental stewardship, and customer satisfaction.

Essential Functions/Major Responsibilities:

- Plans, directs, and oversees daily grounds services operations for neighborhood parks, trails, and related facilities & grounds.
- Supervises, trains, assigns, and evaluates grounds maintenance staff to ensure safe, efficient, and high-quality work.
- Develops and implements maintenance schedules for landscaping, turf, trees, irrigation systems, and trail infrastructure.
- Inspects parks and trails regularly to ensure cleanliness, safety, accessibility, and compliance with standards and regulations.
- Coordinates the use, maintenance, and replacement of equipment, tools, and materials.
- Monitors and manages operational budgets, expenditures, and resource allocation.
- Enforces safety policies and procedures, including compliance with OSHA and organizational safety requirements.
- Responds to service requests, emergencies, weather events, and public concerns related to park and trail conditions.
- Coordinates work with contractors, vendors, and other departments as needed.

Operations Superintendent

- Maintains accurate records, reports, and documentation related to staffing, maintenance activities, and inspections.
- Supports long-range planning, capital improvement projects, and sustainability initiatives for parks and trails.
- Communicates effectively with management, staff, and community stakeholders regarding operations and service levels.
- Assists with the hiring, mentoring, and coaching of employees.
- Handles all discipline, evaluations, and administrative work required of a supervisor in line with City policy.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

Perform duties under general leadership of the Director of Facilities & Grounds or the Deputy Director of Facilities & Grounds with little direction given, operating from established schedule and instructions.

Supervisory Responsibility:

Daily supervision of grounds crews, providing leadership, mentoring, appraisal, training, and development. Monitors performance, maintains schedules, works senior leadership on hiring, discipline, and terminations.

Interpersonal Contacts:

- Interacts with team of workers, including professional and administrative staff.
- Must be able to follow instructions from supervisor.
- Must be able to provide clear directions to subordinate team members.
- Interacts with contractors and vendors to ensure contract compliance.

Knowledge, Skills, and Abilities:

- Knowledge of grounds maintenance practices, including landscaping, turf management, tree care, trail upkeep, and irrigation systems.
- Knowledge of safety standards, OSHA requirements, and best practices related to equipment operation and outdoor work environments.
- Knowledge of environmental stewardship principles, including sustainable landscaping and natural resource protection.
- Knowledge of budgeting, scheduling, and resource allocation for grounds and park operations.
- Skill in supervising, training, and evaluating staff to ensure high performance and safe work practices.
- Skill in planning and coordinating daily, seasonal, and long-term maintenance activities for parks and trails.
- Skill in operating and overseeing the use of ground maintenance equipment and tools.
- Skill in communicating effectively with staff, management, contractors, and the public.

Operations Superintendent

- Ability to lead multiple teams and manage simultaneous projects across diverse park and trail locations.
- Ability to identify maintenance issues and implement timely, cost-effective solutions.
- Ability to prioritize tasks and adapt to changing conditions such as weather, staffing, or emergencies.
- Ability to maintain accurate records, reports, and documentation related to operations and maintenance activities.

Education and/or Experience:

- High School Diploma or GED preferred.
- Five (5) years of experience in facilities and grounds maintenance.
- Must be able to obtain a CPI (Certified Playground Inspector) within 6 months of hiring.
- Strong work history of dependability and performance.
- Strong work history of dependability and performance.

Additional Requirements:

- Strong background record required, due to accessibility to employee and city property.
- Alabama Driver’s license and good driving record required for delivery of cleaning equipment and supplies.

Job Conditions:

- Work around dirt, dust, germs, chemicals, cleaning supplies, and unsanitary conditions at times.
- Work schedule may be changed at any time to accommodate business needs.

Physical Capabilities:

- This position's physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Ability to see well enough to drive vehicles and read product and equipment information (corrective lens acceptable).
- Must have full range of physical motion in order to operate various tools and equipment.
- Frequent standing or on feet 5 to 8 hours per day.
- Frequent standing or on feet 5 to 8 hours per day.

Mayor Approval, Date

Department Head Approval, Date

RESOLUTION NO. 2026-028-R

**A RESOLUTION TO MAKE CHANGES TO THE
JOB CLASSIFICATION PLAN**

WHEREAS, the City of Madison has assigned certain positions to the job classification plan and has established pay ranges for those positions; and

WHEREAS, the City of Madison desires to modify the classification plan to reflect current needs of the City; and

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 12th day of January 2026, that the following position titles will be modified on the classification plan, with changes in Job Grades, to be effective the beginning of the pay period following adoption of the resolution:

New Positions, Titles & Grade Changes for Parks & Recreation:

- Asst Director of Recreation and Aquatics Grade 111
- Asst Director of Facilities and Leisure Activities Grade 111
- Deputy Director of Parks & Recreation Grade 113

Addition to new position titles

- Proposed Reorganization Chart

READ, PASSED, AND ADOPTED this 12th day of January, 2026.

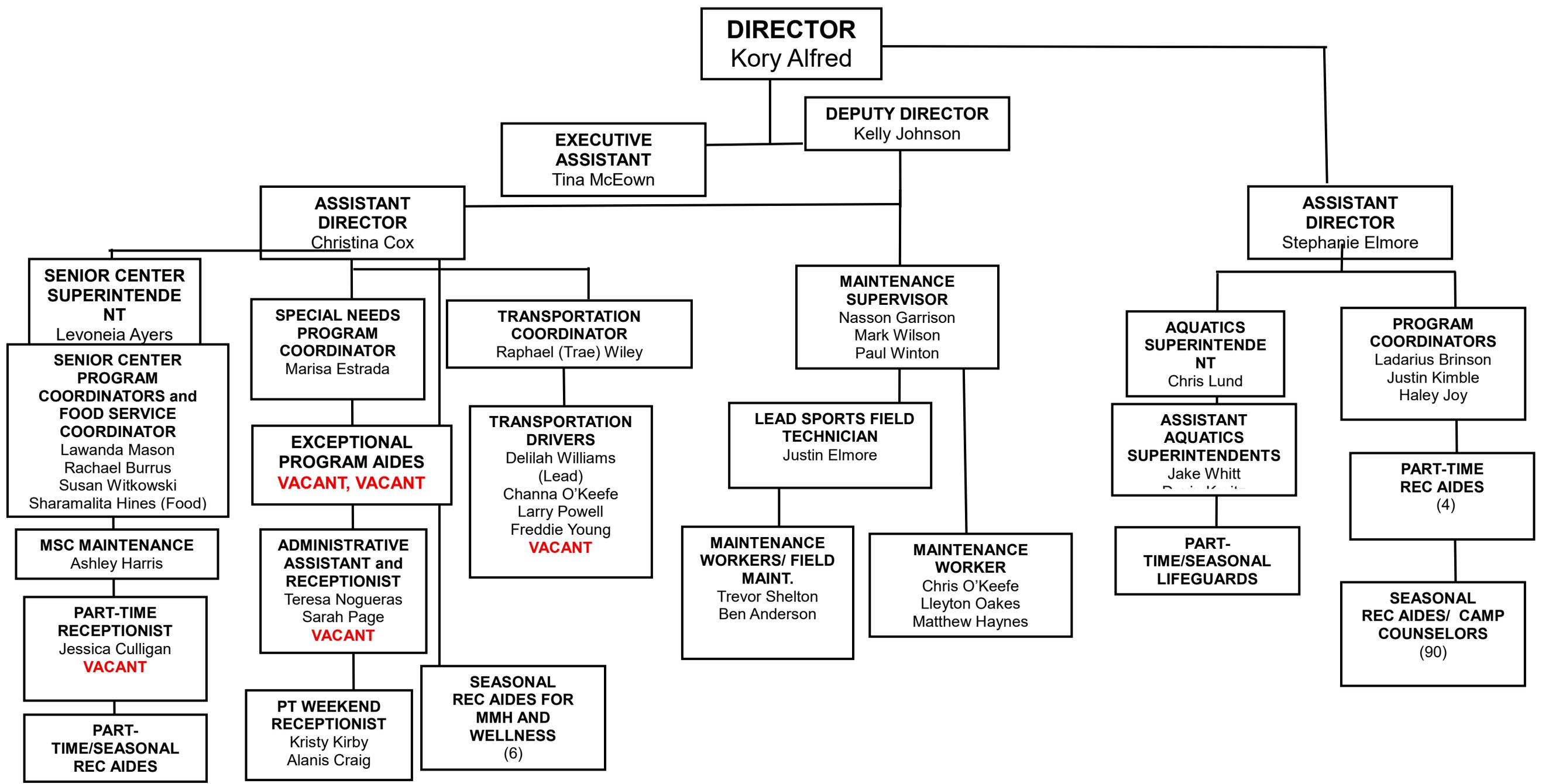
Maura Wroblewski, President
Madison City Council
City of Madison, Alabama

ATTEST:

Lisa Thomas
City Clerk-Treasurer

APPROVED this 12th day of January, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison

Job Description



Title: Assistant Director of Parks & Recreation and Aquatics

Department: Parks & Recreation

FLSA Status: Full-Time Exempt

Pay Grade: 111

New Position Position Change Effective Date 1/12/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

Responsible for coordinating, managing, and supervising all Parks & Recreation sports programs, leisure activities, and special events for the community, as well as maintaining the neatness of Parks & Recreation areas operated by the City of Madison. Assesses community interests, develops new programs, monitors, and evaluates program success.

Essential Functions/Major Responsibilities:

- Plans summer camps including tasks such as staffing, ordering supplies, work schedules, daily schedules for campers, emailing parents of upcoming activities, payments, etc.
- Plans camps and clinics, which includes meetings with instructors on times, locations and dates, working percentage of revenue on registration fees, equipment needs, staffing needs, etc.
- Schedules and allocates fields, courts, and facilities for youth and adult leagues, programs, and Parks & Recreation activities, club & travel teams, and tournaments.
- Manages and supervises all sports programs, special events, camps, and aquatic activities administered by the Parks & Recreation Department.
- Coordinates gymnasium programming, including basketball, volleyball, pickleball, homeschool physical education, and related classes and activities.
- Administers City-sponsored adult and youth programs, including registrations, drafts, practice and game schedules, tournaments, coaching requirements, and data management.
- Coordinates the Summer Day Camp program, ensuring compliance with state regulations; maintaining records; supervising staff and daily operations; and developing curricula, activities, and handbooks for parents and campers.
- Plans, promotes, organizes, and implements Parks & Recreation programs, special events, and registration activities.
- Assists the Director and Deputy Director with the hiring, supervision, scheduling, and management of program staff, including coordinators, aides, counselors, and scorekeepers.
- Manages staff scheduling and work assignments for all assigned programs and activities.
- Maintains accurate program records and prepares required reports.
- Implements and monitors safety procedures, including routine inspections of fields, courts, and facilities.

AD of Parks & Recreation and Aquatics

- Develops and maintains public relations efforts and partnerships with community agencies, working closely with the Deputy Director to ensure consistent messaging.
- Communicates program updates through social media, the department website, and messaging systems, including schedules, registrations, and field closures for all programs, including aquatics.
- Prepares annual budget analyses and forecasts for Parks & Recreation programs.
- Processes purchasing, invoicing, payroll, and related transactions using the City's financial systems.
- Coordinates with volunteer and temporary staffing agencies to ensure compliance with City and departmental policies.
- Organizes and attends program-related meetings, including monthly sports program meetings.
- Reports facility damage, safety issues, or disturbances to the Parks & Recreation Director.
- Provides on-site supervision of programs and activities at City facilities as needed.
- Coordinates with Madison City School Usage Agreements.
- Conducts background checks and certifications for coaches.
- Coordinates transportation needs for SDC and Special Events.
- Promotes app usage and postings.

Secondary Functions:

- Assists in sports registrations, swimming lesson registrations, and scheduling of games and practices.
- Coordinates purchase of athletic equipment, as well as camp supplies including snacks, arts and crafts supplies, first aid supplies, games, sporting equipment, and other necessities as needed.
- Manages neatness and appearance of gymnasiums. Assists in repairing any minor maintenance problems, such as repairing or replacing bases, raking fields, picking up trash, emptying trashcans, and any other minor duties. Reports any major maintenance problems to the Deputy Director and/or Parks & Recreation Director.
- Attends City Council meetings when necessary.
- Performs other related duties as required.

Job Scope:

- Performs duties with little direction given, operating from established schedule and instructions.
- Decisions are made within general policy constraints but also require independent decision making.
- Responsible for budget preparation for all sports programs and compliance accountability for operating budget of programs.

Supervisory Responsibility:

Provides direct supervision of Aquatics Staff, Programs, and all regular and seasonal personnel reporting to the Department staff assigned to programs and activities under the purview of the Assistant Director.

Interpersonal Contacts:

- Interacts with team of workers, including professional and administrative staff.

AD of Parks & Recreation and Aquatics

- Must be able to work with the public, parents, and guardians due to frequent contact with children.
- Interacts with Parks & Recreation professionals from various cities throughout the State of Alabama, as well as individuals within the city school systems and sports program volunteer agencies.
- Must be able to follow instructions from supervisor.

Knowledge, Skills, and Abilities:

- Knowledge of personnel policies and practices.
 - Knowledge of standard bookkeeping practices, accounting principles, and public-sector or organizational budgeting processes.
 - Skill in preparing, monitoring, and reconciling budgets; maintaining accurate financial records; processing accounts payable and receivable; and tracking expenditures to ensure fiscal accuracy and compliance.
 - Skill in writing instructions, letters, memos, schedules, and various other documents.
 - Skill in dealing with people under stressful conditions.
 - Skill in math to complete quotes, prepare invoices, develop schedules, order supplies and equipment and budget preparation.
 - Skill at managing scheduling and leave issues.
 - Skill at hiring, training, appraising, coaching, counseling, and disciplining personnel.
 - Skill at gathering and evaluating input for decision-making.
 - Skill at managing relationships between subordinates and other personnel in other departments.
 - Skill at project management, planning, organization, and prioritization.
 - Ability to utilize Microsoft Office Suite and learn Department specific software.
 - Ability to safely operate vans and other vehicles, whether automatic or standard transmission, to transport patrons to various locations.
 - Ability to communicate information and needs to public officials, general public, professional contacts, other workers, employees, and supervisors.
 - Ability to analyze financial data, identify discrepancies, ensure cost-effective use of funds, and prepare financial reports to support informed management decisions.
- Ability to manage scheduling and leave issues at workgroup level.

Education and/or Experience:

- Bachelor's Degree in Parks and Recreation management or a related field preferred, or an equivalent combination of training, education, and experience.
- Minimum of five (5) years of supervisory experience in Parks & Recreation field with emphasis on sports, leisure services, and special event programming preferred.
- Experience working with general public and children preferred.

Job Conditions:

- Strong background record required, due to accessibility to city property and interaction with public and children.

- Must maintain a strong driving record for city-insurance purposes, and record may be periodically checked by the City.
- Frequent interruption and some evening meetings.
- Working outside in varying weather conditions.
- May require work in an environment where there are temperature fluctuations, noise, poor ventilation, dirt, dust, etc.
- Must be able to work varying hours, extended hours, as well as occasional weekends and holidays and at times with little or no notice.
- May require some travel for state association meetings, conferences, and sports program tournaments.

Physical Capabilities:

- Ability to see well enough to observe employees, programs and activities, clean required areas and inspect facilities (corrective lenses acceptable).
- Ability to be mobile in order to move and assemble various equipment, bleachers, tables, chairs.
- Ability to bend, climb, stand in order to clean required areas and move items listed above.
- Ability to hear well enough to understand normal conversation, and to use radio and telephone to hear people from a distance (hearing aid acceptable).
- Ability to speak well enough to communicate with professionals, employees, supervisors, and patrons and to be heard from a distance.
- Physical mobility to move around to inspect all areas of Parks & Recreation facilities.
- Ability to type, write, file, and operate office equipment and sports equipment (with or without accommodation).
- Job requires slip-resistant footwear to be worn during work hours, as well as long pants and other personal protective equipment during outdoor assignments.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description



Title: Deputy Director of Parks and Recreation

Department: Parks & Recreation

FLSA Status: Exempt

Pay Grade: 113

New Position Position Change Effective Date 1/13/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

Incumbent supports the overall leadership, planning, and administration of Madison City's parks, recreation, open space, and community facilities. Working under the direction of the Parks and Recreation Director, this position helps guide departmental operations, staff development, budget management, and long-range strategic initiatives. The Deputy Director plays a key role in ensuring high-quality recreational programs, well-maintained parks and amenities, and responsive customer service that enhances residents' quality of life.

This position directly oversees the Assistant Directors and all maintenance staff, coordinates interdepartmental collaboration, and assists in policy development, capital project planning, and community engagement efforts. The Deputy Director also acts on behalf of the Director as needed, representing the department in public meetings, stakeholder discussions, and regional partnerships.

Essential Functions/Major Responsibilities:

- Acts as the department's second-in-command, partnering with the Director on policy, operations, planning, budgeting, and performance management.
- Collaborates with the Director to develop recreation programs, assess effectiveness, and recommend improvements aligned with the strategic plan and available resources.
- Provides general mentorship and technical knowledge in the development and implementation of a wide variety of recreation programs for all ages and needs.
- Assists with higher level hiring.
- Partners with the Director and all stakeholders in project planning and prioritization of Department programs.
- Processes insurance reports for employee accidents and weather-related personal property damage.
- Coordinates maintenance work and communicates event schedules to staff for field preparation.
- Prepares and processes payroll, invoices, purchase orders, and bid documents in accordance with municipal procedures.

Deputy Director of Parks and Recreation

- Represents the department in meetings with the Madison Historical Society, interagency planning (IAP) meetings with MPD and MFD, the Recreation Board, and internal division leadership meetings.
- Acts as Department Head in their absence, providing leadership, decision-making, and oversight of departmental operations.
- Communicates with Madison City Schools and other outside organizations with our schedules and with their schedules using our facilities
- Assists with budget planning, manages budget transfers, and supports the balancing of departmental budgets.
- Serves as the department’s Public Information Officer (PIO), managing communications with the media, community stakeholders, and the public to promote programs, events, and departmental initiatives.
- Supports other supervisors in the hiring process, including conducting interviews and identifying staffing needs.
- Leads coordination of major community events, such as Christmas Parades, July 4th celebrations, Easter Egg Hunts, and summer concerts, overseeing logistics including transportation, vendors, security and emergency services coordination with MFD and MPD, and volunteer recruitment.
- Oversees all maintenance operations to include the supervision and coordination of field maintenance staff to ensure playing surfaces, turf, and sports fields are safe, playable, and well-maintained.
- Develops schedule for routine mowing, fertilization, irrigation, and field repairs.
- Coordinates field usage and ensures proper preparation of fields for games, practice, and events.
- Ensures staff receive appropriate training in safe and effective maintenance practices.
- Manages equipment, supplies, and materials needed for field maintenance.
- Conducts regular inspections and responds promptly to any field damage, hazards, or emergencies.

Secondary Functions:

- Performs other related duties as required.

Job Scope:

- Decisions are made with reference to federal, state, and local law, as well as principles of good building science.
- Accountable for multiple facilities, parks, fields, and all related equipment and assets.
- Key player in preparation and implementation of plans, policies, and procedures for functioning parks and recreation management in the City.
- Exercises creative initiative in identifying problems and needs, proposing, devising, and implementing (or supervising implementation of) solutions for the parks and recreation department.

Supervisory Responsibility:

Directly or indirectly supervise over 100 regular and seasonal employees within the Parks and Recreation department. This number can swell to over 150 in the summer months.

Interpersonal Contacts:

- All department employees (frequent, wide-ranging, complex).
- Department heads (frequent, related to parks and recreation).

Knowledge, Skills, and Abilities:

- Knowledge of a wide variety of sports and recreational activities, including rules, regulations, and field requirements for various team athletics.
- Knowledge of comprehensive recreation and sports program management, including oversight of public safety measures related to recreational activities.
- Knowledge of general maintenance management and preventive maintenance programs for facilities, fields, and equipment.
- Knowledge of municipal rules, regulations, departmental policies, ADA requirements for recreational facilities and programs, and applicable federal, state, and city laws.
- Knowledge of occupational safety and health requirements, accident prevention, and incident investigation in recreational settings.
- Knowledge of park planning, project management, and prioritization of tasks to ensure successful completion of projects and maintenance goals.
- Knowledge of recreational facilities, fields, and equipment required for a comprehensive program and the most efficient configuration of recreational areas.
- Knowledge of turf and grounds maintenance, playground equipment, and tools and equipment required to maintain safe and functional recreational areas.
- Skill in delivering presentations and conducting training sessions for staff and stakeholders.
- Skill in fostering positive relationships among subordinates and coordinating collaboration across teams.
- Skill in grant writing, grant application preparation, and managing grant-funded programs effectively.
- Skill in hiring, training, evaluating, counseling, disciplining, and managing personnel performance.
- Skill in managing departmental scheduling, timekeeping, and work assignments.
- Skill in Microsoft Office applications, including Word, Excel, and PowerPoint, with the ability to create spreadsheets, cost/benefit analyses, and reports.
- Skill in oral and written communication, as well as interpersonal and team collaboration.
- Ability to comprehend and apply Alabama Bid Law, legal documents, contracts, city ordinances, bid specifications, blueprints, building codes, and other applicable regulations.
- Ability to plan, organize, and direct the work of employees performing varied Parks and Recreation operations, including developing proper training and instructional procedures.
- Ability to provide exceptional leadership and direction to diverse teams.
- Ability to research, gather, and evaluate input to make sound operational and strategic decisions.

Education and/or Experience:

- Bachelor’s degree in a related field.
- Six (6) or more years of related experience.

Additional Requirements:

- Must have and maintain an exceptional driving record, background and work performance record.
- Must have (or immediately obtain) a current Alabama driver’s license.

Job Conditions:

- Job requires work on evenings, weekends, and varying work hours, including attendance at meetings of City Council, Recreation Advisory Board and other meetings, and ability to evaluate parks and programs during times of heavy use, and ability to have frequent interaction with employees and citizens of the City.
- Directors must demonstrate personal and professional integrity of the highest order.
- Must be able to work outside in various weather conditions, in order to inspect and evaluate parks, field conditions and programs.

Physical Capabilities:

- This position’s physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- See well enough to read and observe employees, fields, parks, facilities and programs, corrective lens acceptable.
- Ability to communicate verbally with public.
- Speak well enough to make presentations.
- Strength to perform maintenance work if necessary.
- Use of hands and fingers to write, use computer and assist with event set-up.
- Must be mobile and able to drive in order to visit all parks and facilities frequently.

Mayor Approval, Date

Department Head Approval, Date

ORDINANCE NO. 2025-413

AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, DOING BUSINESS AS MADISON UTILITIES, TO DISPOSE OF CERTAIN PERSONAL PROPERTY

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter the “Board”), proposes to dispose of certain personal property no longer needed for public or municipal purposes, as described in the attachment to Board Resolution No. WWB-135-2025; and

WHEREAS, the Board seeks the consent of the City Council of the City of Madison to the proposed disposition of said personal property, in accordance with Ala. Code Section 11-50-314; and

WHEREAS, the City Council has determined that the property described in the attachment to Resolution No. WWB-135-2025 is no longer needed for the Board's public or municipal purposes;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of the Board’s interest in the described property, as proposed by the Board.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



101 Ray Sanderson Drive ~ Madison, Alabama 35758
Tel: 256.772.0253 ~ Fax: 256.772.7501
www.madisonutilities.org

December 2, 2025

City of Madison
Lisa D. Thomas, City Clerk-Treasurer
100 Hughes Rd.
Madison, AL 35758

Re: Water & Wastewater Board of the City of Madison Resolution WWB-135-2025

Ms. Thomas,

Please see attached approved resolution WWB-135-2025 dated July 21, 2025, declaring various property as surplus and authorizing the disposal of same. According to State of Alabama Code 11-50-314, we are required to obtain the consent of the City of Madison City Council prior to proceeding with the disposal of said property.

I have also attached a list describing the property for disposal and a sample ordinance for review.

It is requested that the City of Madison City Council place on its next Council Agenda an Ordinance authorizing the Water & Wastewater Board of the City of Madison dba Madison Utilities to dispose of its interest in the aforementioned property.

Thank you for your assistance and cooperation. Please let me know if you have any questions regarding this request.

Gary Sparks
Finance Manager
gsparks@madisonutilities.org
256-772-0253 x113

Xc: Emory DeBord, General Manager

Attachments:

Resolution WWB-135-2025 w/certification
Property listing
Sample ordinance

RESOLUTION NO. WWB-135-2025

A RESOLUTION TO DECLARE SURPLUS PERSONAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON DOING BUSINESS AS MADISON UTILITIES AND TO AUTHORIZE THE DISPOSAL OF SAID PROPERTY:

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities, owns personal property, as described in the attached List of Items for Disposal dated November 14, 2025, for which Madison Utilities has no continuing need; and

WHEREAS, it is the desire of Madison Utilities to declare said personal property to be surplus and to authorize the disposition of said property as indicated in the list and

WHEREAS, any items not sold through GovDeals would be disposed as scrap items.

NOW, THEREFORE, BE IT RESOLVED that the Water and Wastewater Board of the City of Madison, Alabama, sitting in regular session on this the 1st day of December, 2025, that the Board declares that the property described above is no longer need for its purposes and, with the consent of the City of Madison City Council, the General Manager of Madison Utilities is hereby directed to dispose of and, as appropriate, to deliver title to said property if applicable to prevailing bidders for same.

BE IT FURTHER RESOLVED that the City of Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance to give its consent to the proposed disposition of this property, and, to authorize the Water and Wastewater Board of the City of Madison to dispose of the said property, in accordance with *Ala. Code* 11-50-314.

READ, APPROVED, AND ADOPTED THIS 1st DAY OF December, 2025.


Terris Tatum, Chairman
Water and Wastewater Board of the City of
Madison , Alabama dba Madison Utilities

ATTEST:


Emroy DeBord, Secretary-Treasurer

ITEMS FOR SURPLUS DECLARATION

Item#	Category	MU#	Location	Year	Description
1	Air Compressor	228-13	101 Ray Sanderson Dr	2013	Sullivan Palatek D152P2JD portable Air Compressor
2	Service Truck	376-20	101 Ray Sanderson Dr	2020	Dodge Ram 3500 w/Service body
3	Trailer	268-15	101 Ray Sanderson Dr	2015	Winston 20ton Lowboy trailer
4	Mower		101 Ray Sanderson Dr	2013	Gravely Model 991200 48" Zero Turn Mower
5	Mower		101 Ray Sanderson Dr	2011	Gravely Model 991221 60" Zero Turn Mower
6	Dump Truck	364-18	101 Ray Sanderson Dr	2018	Freightliner M2106 Dual Axle Dump
7	Motor		101 Ray Sanderson Dr		GE 460V 3PH 346amp 1785RPM/300HP
8	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 346amp 1785rpm/300hp
9	Motor		101 Ray Sanderson Dr		GE 460V 3PH 346amp 1785RPM
10	Motor		101 Ray Sanderson Dr		GE 460V 3PH 95.1amp 885RPM/75HP
11	Motor		101 Ray Sanderson Dr		GE 460V 3PH 95.1amp 885RPM/75HP
12	Motor		101 Ray Sanderson Dr		GE 460V 3PH 346amp 1785RPM/300HP
13	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 323amp 1785RPM/300HP
14	Motor		101 Ray Sanderson Dr		US Motors 230/460V 3PH 49.5-99amp 1770RPM/400HP
15	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 330amp 1775RPM/300HP
16	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 115amp 1780RPM/100HP
17	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 179amp 1775RPM/150HP
18	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 176amp 1780RPM/150HP
19	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 330amp 1775RPM/300HP
20	Motor		101 Ray Sanderson Dr		Worldwide 460V 3PH 62amp 1760RPM50HP
21	Motor		101 Ray Sanderson Dr		US Motors 460V 3PH 330amp 1775RPM/3HP
21	Skid Steer	278-19	101 Ray Sanderson Dr	2019	John Deere 331G Compact Track Loader
22	Forklift	293-22	101 Ray Sanderson Dr	2022	Toyota 8FGU25 5000# capacity - propane
23	Air Compressor	225-95	101 Ray Sanderson Dr	1995	Air Compressor

Prepared : November 25, 2025

STATE OF ALABAMA
COUNTY OF MADISON

CERTIFICATION

I, Emory DeBord, Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, Alabama do hereby certify under my name and seal that the above and foregoing is a true and correct copy of said Resolution #WWB-135-2025 on file in the office of the Secretary/Treasurer of the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities as the same and was officially enacted and promulgated by the Water and Wastewater Board of the City of Madison d/b/a Madison Utilities, the governing body of said Municipality, on the 1st day of December, 2025, and that said Resolution #WWB-135-2025 was in full force and effect on the 1st day of December, 2025, and has continued in existence down to the date of this certification.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the Water and Wastewater Board of the City of Madison on this the 2nd Day of December 2025.



Emory DeBord, Secretary/Treasurer
Water and Wastewater Board of the City
of Madison, Alabama dba Madison Utilities

ORDINANCE NO. 2026-036

**AN ORDINANCE TO REPEAL CERTAIN PROVISIONS OF
ORDINANCE 2010-355, TO DEDICATE A PORTION OF THE
TOTAL SALES AND USE TAX LEVIED BY THE CITY OF
MADISON TO BE PAID OVER TO THE CITY OF MADISON
BOARD OF EDUCATION FOR PUBLIC SCHOOL PURPOSES,
AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS
ORDINANCE**

WHEREAS, the City Council of the City of Madison adopted and approved its Ordinance 2009-222 on November 23, 2009 (the “2009 Amendment”) by which it amended its then-current levy of sales and use taxes as then codified in Section 7-50(1), 7-50(2), 7-50(6), and 7-52(a) of the Madison City Code to increase the rate of such sales and use taxes by 0.5% from 2.5% to 3%; and

WHEREAS, the 2009 Amendment, together with (i) the ordinances enacting the City's sales tax prior to 2009, (ii) the 2010 Amendment defined herein, and (iii) Ordinance 2013-158, approved on June 24, 2013 which increased the rate of sales and use tax levied by an additional 0.5% (collectively referred to herein as the City's "Sales Tax Ordinance"), currently levy the City sales and use tax at the rate of 3.5% (the "Sales Tax"); and

WHEREAS, the purpose of the 2009 Amendment was to levy a portion of the Sales Tax in order to provide specifically dedicated revenue to be paid over to the City of Madison Board of Education (the “Board), to finance the construction of James Clemens High School (the “James Clemens School Project”); and

WHEREAS, the 2009 Amendment included provisions, in Sections 8 and 9 which would “sunset” or automatically terminate the levy of the James Clemens School Project portion of the Sales Tax and correspondingly reduce the rate of Sales Tax by a 0.5% in the event that (a) the electors of the City approved an ad valorem tax which would provide alternative funding for the James Clemens School Project by December 31, 2010 (Section 8), or (b) the electors failed to approve an ad valorem tax increase by that time, in which case the portion of the Sales Tax approved by the 2009 Amendment would remain in effect until December 31, 2024 (Section 9); and

WHEREAS, the Alabama legislature did not authorize a ballot measure for increase of ad valorem tax for public school purposes in the City in 2010 and thus no such ad valorem tax was approved, and further, by December 2010 it had become apparent that the financing of the James Clemens School Project would require a pledge to such indebtedness of the portion of the Sales Tax approved by the 2009 Amendment pursuant to the Sales Tax Ordinance for a longer period, through December 31, 2027, and that, due to the sustained rate of student growth in the City, it was in the best interest of the City to pay over to the Board the portion of the Sales Tax approved by the 2009 Amendment remaining after the payment of debt service on the James Clemens School Project, which the City has continue to do since; and

WHEREAS, the City adopted and approved its Ordinance 2010-355 on December 13, 2010 (the “2010 Amendment,”) by which the City repealed Sections 8 and 9 of the 2009 Amendment to eliminate any reference in the 2009 Amendment to the previously proposed ad valorem tax increase, and to extend the date by which the portion of the Sales Tax approved by the 2009 Amendment would expire, or sunset, to the earlier of the date on which the Board retired all outstanding debt for its James Clemens School Project, or December 31, 2027; and

WHEREAS, the City, the Board and the Alabama Public School and College Authority entered into a Funding and Pledge Agreement dated as of December 1, 2010 by which the portion of the Sales Tax approved by the 2009 Amendment was pledged to the debt for the James Clemens High School Project pursuant to the aforesaid Funding and Pledge Agreement, all as authorized by Section 3 of the 2010 Amendment; and

WHEREAS, due to a recodification of the Madison City Code, the Sales Tax Ordinance and the Sales Tax provisions in the Code which were located in Section 7-50 and 7-52 in 2009, are now codified in Section 10-82 and 10-84 of the Madison City Code; and

WHEREAS, as aforesaid, the City has continued to pay over to the Board the portion of the Sales Tax approved by the 2009 Amendment remaining after the payment of debt service on the James Clemens School Project, but the rate of growth of the number of students served by the Board has continued to significantly increase faster than the rate of increase in the Board's receipts of the said Sales Tax remaining after the payment of debt service on the James Clemens School Project; and

WHEREAS, due to the sustained increase in the number of students served by the Board and the need for the Board to not only provide basic facilities for all of its growing number of students, but superior and high-quality facilities which are expected by the residents of the City, many of whom choose to live in Madison for the school system, the Board has the need to receive the portion of the Sales Tax approved by the 2009 Amendment after the debt for the James Clemens School Project is retired; and

WHEREAS, it is the desire and intent of the City Council to repeal any provisions of 2010 Amendment to the Sales Tax Ordinance providing for the sunset or expiration of the 0.5% portion of the Sales Tax originally approved by the 2009 Amendment (the “Dedicated Portion”) and to provide and direct that the Dedicated Portion be dedicated primarily to the Board for the Board's public school purposes and paid over to the Board each month, and the levy of the Dedicated Portion of the Sales Tax shall continue and remain in effect at not less than the current rate of 0.5%.

THEREFORE, BE IT HEREBY ORDAINED by the City Council (herein called “the Council”) of the City of Madison, Alabama (herein called “the City”), as follows:

Section 1. Effective Date.

This Ordinance shall become effective upon its approval and publication as required by law. The foregoing **WHEREAS** clauses are incorporated herein by reference.

Section 2. Repeal of Section 1 of Ordinance 2010-355.

Section 1 of the 2010 Amendment is repealed as of the Effective Date of this Ordinance.

Section 3. Repeal of Section 3 of Ordinance 2010-355.

Section 3 of the 2010 Amendment is repealed, effective on December 31, 2027.

Section 4. Dedication of a Half-Cent Portion of the Sales Tax for the Public School Purposes of the Board and Payment of the same over to the Board on a monthly basis.

(a) Notwithstanding any provision of the 2010 Amendment or other law to the contrary (including, without limitation, any provision of the City Code or any previous ordinance of the City by which the City Sales Tax is levied), the Dedicated Portion of the Sales Tax is designated as being levied and collected primarily for use by the Board for its public educational and school purposes and will be paid over to the Board each month, except as qualified in this Ordinance.

(b) The Board may use the proceeds of the Dedicated Portion for any lawful purpose, including retirement of the James Clemens School Project debt.

(c) With City Council approval and pursuant to any subsequently executed funding agreements with the City, the Board may pledge the Dedicated Portion to and for the benefit of any lawful indebtedness, including bonds, warrants, or notes and to any financing contract or authority, bondholders, or trustee.

(d) The City will provide sixty (60) days' written notice to the Board prior to amending the Sales Tax Ordinance with respect to the Dedicated Portion of the Sales Tax.

Section 5. No Effect on Contractual Obligations & City Reservation of the Dedicated Portion of City Sales Tax for Economic Development or other Municipal Purposes

(a) This ordinance is not intended and shall not be construed to affect, modify, amend or impede the rights and obligations of the City or the Board made in that certain "Funding and Pledge Agreement" by and among the City, the Board, and the Alabama Public School and College Authority, dated as of December 1, 2010, which contractual obligations shall be completed and satisfied no later than December 31, 2027.

(b) Subject to the City's obligations within any subsequently executed funding and pledge agreement with the Board, the City reserves and shall have the right to provide Sales Tax incentives or abatements of any portion of the City Sales Tax, or to retain the Dedicated Portion, in connection with either (1) the annexation of new commercial parcels into the City, or (2) the approval of economic development agreements adopted pursuant to Section 94.01 of the Constitution of Alabama, as amended, for any parcel within the City limits. If the City elects to abate or retain the Dedicated Portion it shall provide written notice to the Board as soon as

practicable and in no event later than the date of any legal notice or agenda publication related to proposals described in this Section 5(b).

- (c) Pursuant to Section 5(b), the City shall retain for general municipal purposes the Dedicated Portion that is generated from commercial activity on the parcel located at 8094 Highway 72 West, Madison, Alabama 35758, which was annexed into the City pursuant to Ordinance No. 2025-421.

Section 6. No Change to the Rate of Levy of Sales and Use Taxes of the City

This ordinance is not intended and shall not be construed to increase or decrease the rate by which the City’s sales and use taxes, as set out in Section 10-82 and 10-84 of the Madison City Code are levied. Furthermore, in no event shall this ordinance be construed to limit the future ability of the City Council to increase the general rate of the Sales Tax.

Section 7. Ratification of Sales Tax Ordinance

The City's Sales Tax Ordinance, as amended hereby, is hereby ratified, adopted, and confirmed.

ADOPTED this ____ day of _____ 2026.

Maura Wroblewski, President,
Madison City Council

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-409

**AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN 157 SHALEROCK DRIVE, LOT 97 OF MOORE'S CREEK PHASE 3
SUBDIVISION**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Dustin David Boggs & Joy F. Boggs** for the vacation of a portion of a utility & drainage easement located within Lot 97 of Moore's Creek Phase 3 Subdivision and further described as follows:

ALL THAT PART OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND BEING A PART OF LOT 97 OF MOORE'S CREEK, PHASE 3 A RESUBDIVISION OF TRACT 1, MOORE'S CREEK, PHASE 2 A RESUBDIVISION OF MOORE'S CREEK, PHASE 1, A RESUBDIVISION OF MOORE'S CREEK FARM AND A RESUBDIVISION OF TRACT AA, MOORE'S CREEK PHASE 4, A RESUBDIVISION OF TRACT B OF THE HAMPTONS AT PINEY CREEK, A RESUBDIVISION OF TRACT A, PINEY CREEK (PLAT BOOK H, PAGE 476) AS RECORDED IN PLAT BOOK J, PAGES 114-115 IN THE PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" CAPPED REBAR FOUND PURPORTED AS BEING THE SOUTHWEST CORNER OF SAID LOT 97, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST 10.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 88.35 FEET TO A POINT; THENCE SOUTH 89 DEGREES 20 MINUTES 03 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 47 SECONDS WEST 88.35 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (441.7 SQ. FT), MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility & drainage easement in favor of **Dustin David Boggs & Joy F. Boggs** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

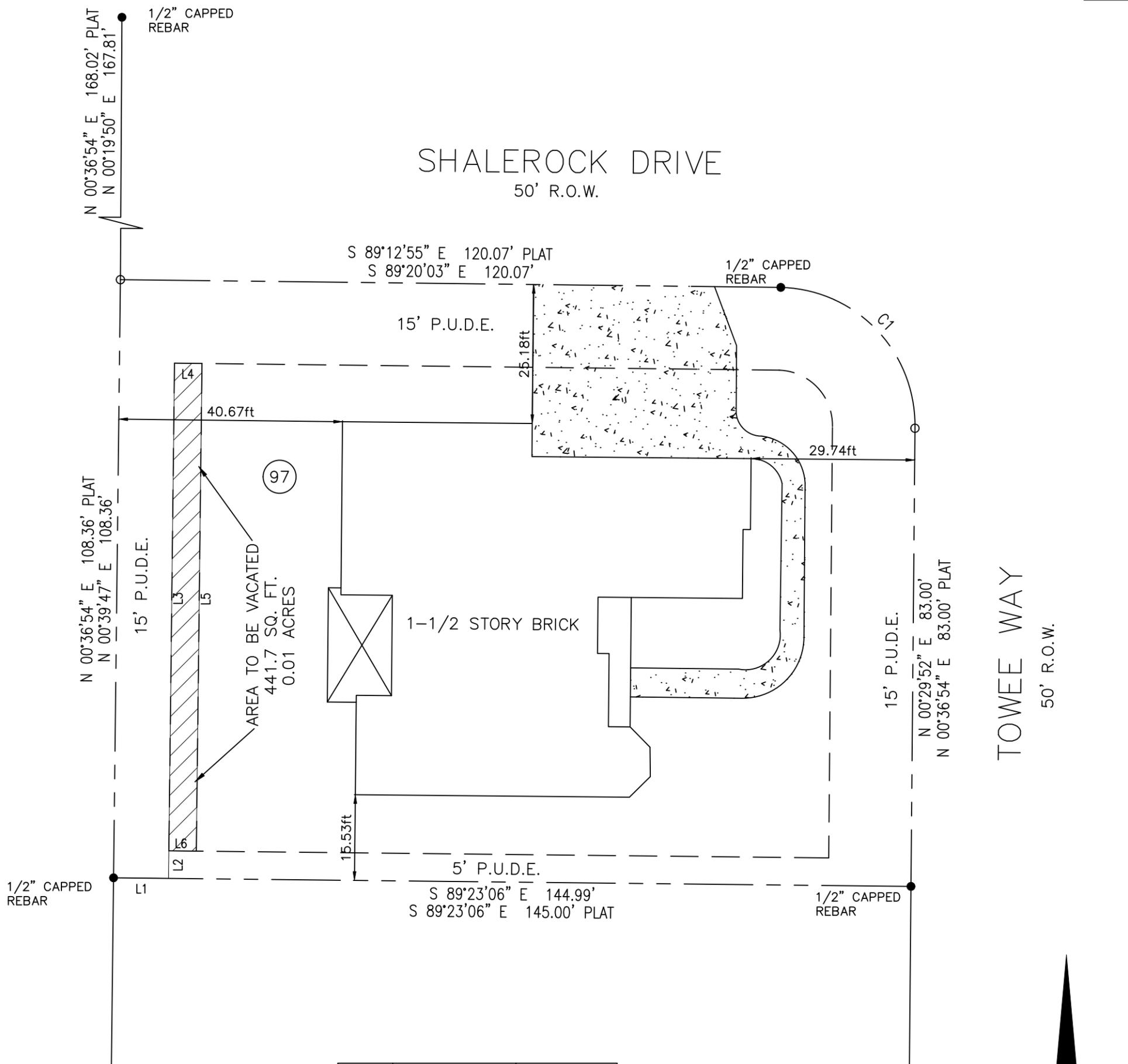
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



LEGEND

- These standard symbols will be found in the drawing.
- IRON PIN FOUND
 - 1/2" CAPPED REBAR SET
 - M.B.L. MINIMUM BUILDING LINE
 - U & D UTILITY & DRAINAGE EASEMENT
 - CONCRETE MONUMENT
 - ⊗ P.K. NAIL

LINE	BEARING	DISTANCE
L1	S 89°23'06" E	10.00'
L2	N 00°39'47" E	5.00'
L3	N 00°39'47" E	88.35'
L4	S 89°20'03" E	5.00'
L5	S 00°39'47" W	88.35'
L6	N 89°23'06" W	5.00'

MEASURED

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.19'	35.30'	S 43°42'31" E	89°49'15"

PLAT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.20'	35.30'	S 44°18'00" E	89°49'49"



STATE OF ALABAMA
LIMESTONE COUNTY

SURVEY OF LOT 97, BLOCK N/A, ACCORDING TO THE PLAT OF MOORE'S CREEK, PHASE 3, AS RECORDED IN PLAT BOOK J, PAGES 114-115, IN THE OFFICE OF THE PROBATE JUDGE OF SAID COUNTY: THE ADDRESS OF THE PROPERTY IS 4103 SHALEROAK DR., MADISON, ALABAMA AND SAID PROPERTY LIES INSIDE THE CORPORATE LIMITS OF MADISON, ALABAMA.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

John M. Stanley, Jr.
JOHN M. STANLEY, JR.
AL PLS NO. 26630

DATE: __11-19-25__



LOT SURVEY

Prepared by
STANLEY LAND SURVEYING, INC
473 SHARPS COVE RD.
GURLEY, AL 35748
256-776-8801
MIKESTANLEY005@GMAIL.COM

Scale: 1"=20'	Date: 11/19/25	Field: 11/17/25
Drawn: jms	Checked: jms	Job: 25-30

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

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

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

ALL THAT PART OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA AND BEING A PART OF LOT 97 OF MOORE’S CREEK, PHASE 3 A RESUBDIVISION OF TRACT 1, MOORE’S CREEK, PHASE 2 A RESUBDIVISION OF MOORE’S CREEK, PHASE 1, A RESUBDIVISION OF MOORE’S CREEK FARM AND A RESUBDIVISION OF TRACT AA, MOORE’S CREEK PHASE 4, A RESUBDIVISION OF TRACT B OF THE HAMPTONS AT PINEY CREEK, A RESUBDIVISION OF TRACT A, PINEY CREEK (PLAT BOOK H, PAGE 476) AS RECORDED IN PLAT BOOK J, PAGES 114-115 IN THE PROBATE RECORDS OF LIMESTONE COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ½” CAPPED REBAR FOUND PURPORTED AS BEING THE SOUTHWEST CORNER OF SAID LOT 97, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST 10.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 39 MINUTES 47 SECONDS EAST 88.35 FEET TO A POINT; THENCE SOUTH 89 DEGREES 20 MINUTES 03 SECONDS EAST 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 39 MINUTES 47 SECONDS WEST 88.35 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES (441.7 SQ. FT), MORE OR LESS.

Quitclaim Deed
 157 Shaleroak Drive VOE
 Page 1 of 2

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ranae Bartlett, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

Given under my hand this the ____ day of January 2026.

Notary Public

RESOLUTION NO. 2026-037-R**AUTHORIZING AN ANNEXATION AGREEMENT
WITH CLIFT HOME PLACE, LLC**

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

Section 1. Findings of Fact

The City Council (the “Council”) of the City of Madison, Alabama (the “City”), upon evidence duly presented to and considered by it, does hereby find, determine, and declare that:

(a) Clift Home Place, LLC, (“Developer”) has presented a proposal to the City for the annexation of approximately 24.56 acres of land currently containing a Costco wholesale retail store and gas station located at 8094 Highway 72 West, Madison, Alabama 35758 (the “Property”).

(b) It is in the interest of the City that the City annex the Property into the City in order to provide increased property tax, liquor tax, gas tax, sales tax (equal to 0.5% of taxable sales), and business license fee revenue for the City, increased employment opportunities within the City, and off-site road improvements.

(c) In order to annex the Property into the City, it is necessary and appropriate for the City to enter into an Annexation Agreement with Clift Home Place, LLC, a form of which has been submitted to the Council (the “Agreement”). The Agreement provides for an incentive payment to Clift Home Place, LLC, in the form of an assignment of a portion of sales tax revenue generated on the Property for a period of forty (40) years. The portion of sales tax revenue to be assigned equals 3% of taxable sales occurring on the Property for such period, which will be payable solely from the City’s sales and use taxes collected from the business operating on the Property. Clift Home Place, LLC, its successors and assigns, will be the beneficiary of the development incentive payments.

(d) Pursuant to Section 94.01 of the Constitution of Alabama of 2022 (formerly codified as Amendment No. 772 of the Constitution of Alabama of 1901, as amended) (“Section 94.01”) the City is authorized to grant public funds and things of value for the purpose of promoting the economic development of the City. Annexation of the Property pursuant to the Agreement will promote the economic development of the City, and the expenditure of public funds as contemplated in the Agreement will serve a valid and sufficient public purpose notwithstanding any benefit accruing to Clift Home Place, LLC, Breland Companies, Louis Breland, or Costco Wholesale Corporation.

Section 2. Authorization of Annexation Agreement

The execution and delivery of, and the performance by the City under, the Agreement are hereby authorized and approved. The Mayor is authorized and directed to execute and deliver the Agreement on behalf of the City, said Agreement to be in substantially the form presented to the Council this date and identified as “Annexation Agreement,” and the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. Further Actions

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of January, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-421

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO ALA. CODE §§ 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.

WHEREAS, on December 22, 2025, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

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

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

AND

A PART OF THE RIGHT-OF-WAY OF JACK CLIFT BOULEVARD AS SHOWN ON THE PLAT OF CLIFT FARM PHASE 2B AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2020-00073972, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST

OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 479.59 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 960.99 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST AND ALONG THE SAID NORTH RIGHT-OF-WAY, 118.01 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET. A CHORD BEARING AND DISTANCE OF NORTH 11 DEGREES 58 MINUTES 07 SECONDS EAST, 51.14 FEET TO A POINT; THENCE NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 244.51 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 56 MINUTES 59 SECONDS WEST, 35.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF JOHN HENRY WAY; THENCE NORTH 09 DEGREES 41 MINUTES 45 SECONDS WEST, 50.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID JOHN HENRY WAY; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES 03 MINUTES 01 SECONDS EAST, 35.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 260.53 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 11 MINUTES 55 SECONDS WEST, 69.00 FEET TO A POINT; THENCE NORTH 64 DEGREES 12 MINUTES 49 SECONDS EAST, 69.50 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 35 MINUTES 15 SECONDS EAST, 82.71 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 19 SECONDS EAST, 9.37 FEET TO A POINT; THENCE SOUTH 14 DEGREES 30 MINUTES 39 SECONDS EAST, 183.55 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 23 SECONDS EAST, 155.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 08 MINUTES 17 SECONDS EAST, 47.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.87 ACRES, MORE OR LESS.

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and said properties do not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petition and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored

to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That, upon satisfaction of the conditions set forth in Section 5 of this Ordinance, the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

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

RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 56 MINUTES 59 SECONDS EAST, 35.70 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 235.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 29 MINUTES 22 SECONDS EAST, 28.28 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST, 222.30 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 57 DEGREES 30 MINUTES 37 SECONDS WEST, 28.28 FEET TO A POINT; THENCE SOUTH 77 DEGREES 29 MINUTES 23 SECONDS WEST, 143.03 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 34 MINUTES 08 SECONDS WEST, 43.07 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 100.00 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 07 SECONDS EAST, 35.36 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 100.92 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 08 SECONDS EAST, 60.30 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 23 SECONDS EAST, 48.53 FEET TO A POINT; THENCE NORTH 12 DEGREES 30 MINUTES 35 SECONDS WEST, 352.47 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 225.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 34 MINUTES 19 SECONDS WEST, 54.25 FEET TO A POINT; THENCE SOUTH 57 DEGREES 38 MINUTES 53 SECONDS WEST, 271.80 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 38 MINUTES 53 SECONDS WEST, 35.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF JACK CLIFT BOULEVARD; THENCE ALONG THE SAID EAST RIGHT-OF-WAY, NORTH 32 DEGREES 21 MINUTES 07 SECONDS WEST, 104.25 FEET TO A POINT; THENCE LEAVING THE SAID EAST RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 77 DEGREES 21 MINUTES 12 SECONDS EAST, 35.35 FEET TO A POINT; THENCE NORTH 57 DEGREES 38 MINUTES 53 SECONDS EAST, 306.28 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 34 MINUTES 07 SECONDS EAST, 96.48 FEET TO A POINT; THENCE NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST, 1034.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.69 ACRES, MORE OR LESS.

AND

A PART OF THE RIGHT-OF-WAY OF JACK CLIFT BOULEVARD AS SHOWN ON THE PLAT OF CLIFT FARM PHASE 2B AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2020-00073972, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, THENCE SOUTH 01 DEGREES 23 MINUTES 55 SECONDS WEST, 60.19 FEET TO A POINT; THENCE NORTH 88 DEGREES 45 MINUTES 47 SECONDS WEST, 612.02 FEET TO A POINT; THENCE SOUTH 01 DEGREES 33 MINUTES 45 SECONDS WEST, 776.57 FEET TO A POINT, THENCE SOUTH 01 DEGREES 36 MINUTES 16 SECONDS WEST, 479.59 FEET TO A POINT; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS WEST, 847.45 FEET TO A CONCRETE MONUMENT FOUND ON THE NORTH RIGHT-OF-WAY OF U.S. HIGHWAY 72; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST, 960.99 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST AND ALONG THE SAID NORTH RIGHT-OF-WAY, 118.01 FEET TO A POINT; THENCE LEAVING THE SAID NORTH RIGHT-OF-WAY, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET. A CHORD BEARING AND DISTANCE OF NORTH 11 DEGREES 58 MINUTES 07 SECONDS EAST, 51.14 FEET TO A POINT; THENCE NORTH 11 DEGREES 23 MINUTES 19 SECONDS WEST, 244.51 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 56 MINUTES 59 SECONDS WEST, 35.70 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF JOHN HENRY WAY; THENCE NORTH 09 DEGREES 41 MINUTES 45 SECONDS WEST, 50.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID JOHN HENRY WAY; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 33 DEGREES 03 MINUTES 01 SECONDS EAST, 35.01 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 260.53 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18 DEGREES 11 MINUTES 55 SECONDS WEST, 69.00 FEET TO A POINT; THENCE NORTH 64 DEGREES 12 MINUTES 49 SECONDS EAST, 69.50 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 35 MINUTES 15 SECONDS EAST, 82.71 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 19 SECONDS EAST, 9.37 FEET TO A POINT; THENCE SOUTH 14 DEGREES 30 MINUTES 39 SECONDS EAST, 183.55 FEET TO A POINT; THENCE SOUTH 11 DEGREES 23 MINUTES 23 SECONDS EAST, 155.82 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 64.50 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES 08 MINUTES 17 SECONDS EAST, 47.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.87 ACRES, MORE OR LESS.

Section 3. That upon satisfaction of the conditions specified in Section 5 of this Ordinance, the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said

municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.¹

Section 4. That, upon satisfaction of the conditions set forth in Section 5 of this Ordinance, *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 7** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective no earlier than February 18, 2026, and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law, which shall occur no earlier than February 18, 2026;
- (b) execution by the City of Madison, Alabama of an Annexation Agreement with applicant Clift Home Place, LLC; and
- (c) application for zoning being properly made.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-031-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:

Clift Home Place LLC’s request to zone property located at 8094 Highway 72 W, north of U.S. Highway 72 and east of Jack Clift Boulevard, to B3 (General Business District) upon annexation, 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 February 9, 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 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 12th day of January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance, one (1) time in the ***Madison County Record*** on January 14, 2026

Attachment A

PROPOSED 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 _____ day of _____, 2026.

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

ATTEST:

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

Approved this _____ day of _____, 2026.

Ranae Bartlett, *Mayor*
City of Madison, Alabama

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 B3
 (GENERAL BUSINESS DISTRICT).**

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Clift Home Place LLC, the City Council of the City of Madison, Alabama, will hold a public hearing on the 9th day of February, 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:

STATE OF ALABAMA
 COUNTY OF MADISON
 8094 HWY 72 W

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.

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 14th day of January, 2026.

DATED at Madison, Alabama, this 21st day of January, 2026.

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

RESOLUTION NO. 2026-029-R

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A PEDESTRIAN ACCESS, UTILITY,
AND DRAINAGE EASEMENT**

WHEREAS, SHYAM 23, LLC, as the fee simple owner of the property described below has offered to convey by Warranty Deed to the City of Madison a pedestrian access and utility and drainage easement situated in Madison, Madison County to wit;

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; NORTH 00 DEGREES 35 MINUTES 05 SECONDS EAST, A DISTANCE OF 973.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY MARGIN, SOUTH 65 DEGREES 39 MINUTES WEST, A DISTANCE OF 440.00 FEET TO A FOUND CAPPED REBAR STAMPED "MCELROY" AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT, SAID POINT BEING THE NORTHEAST CORNER OF THE SERVIENT TRACT; THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID SOUTHERLY RIGHT-OF-WAY MARGIN AND RUNNING ALONG THE EASTERLY BOUNDARY OF THE SERVIENT TRACT, SOUTH 09 DEGREES 09 MINUTES 50 SECONDS EAST, 42.85 FEET TO A POINT; THENCE LEAVING SAID EASTERLY BOUNDARY, SOUTH 64 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 147.82 FEET TO A POINT; THENCE NORTH 25 DEGREES 19 MINUTES 21 SECONDS WEST, 30.07 FEET TO A POINT; SOUTH 64 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 82.06 FEET TO A POINT; THENCE SOUTH 25 DEGREES 19 MINUTES 21 SECONDS EAST, 23.92 FEET TO A POINT; SOUTH 64 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 38.17 FEET TO A POINT; SOUTH 73 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 77.26 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE SERVIENT TRACT; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 09 DEGREES 53 MINUTES 34 SECONDS WEST, 23.40 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MADISON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 64 DEGREES 40 MINUTES 39 SECONDS EAST, 349.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10,698 SQUARE FEET, MORE OR LESS.

WHEREAS, the City Council finds that the best interests of the City would be served by acceptance of this easement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City hereby acknowledges the easement dedication described above and accepts the dedication of the permanent easement described herein for use as a pedestrian access, utility, and drainage easement and that the appropriate City employees are authorized to take actions necessary to effectuate such acceptance.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of January 2026.

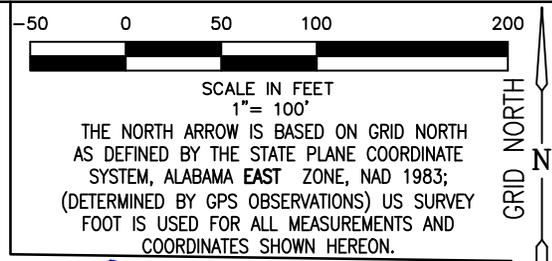
Ranae Barlett, Mayor
City of Madison, Alabama

SPECIAL PURPOSE SURVEY

THIS DRAWING IS AN EXCERPT OF A BOUNDARY SURVEY WHICH HAS BEEN PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA. SAID RECORD SURVEY WHICH IS ON FILE AT THE MAIN OFFICE OF MCELROY LAND SURVEYING CO., INC., PROJECT NUMBER 13-13, DATED 01/30/13 AND REFLECTS ADDITIONAL INFORMATION REQUIRED BY THE STANDARDS OF PRACTICE AND IS HEREBY MADE A PART OF THIS SURVEY.



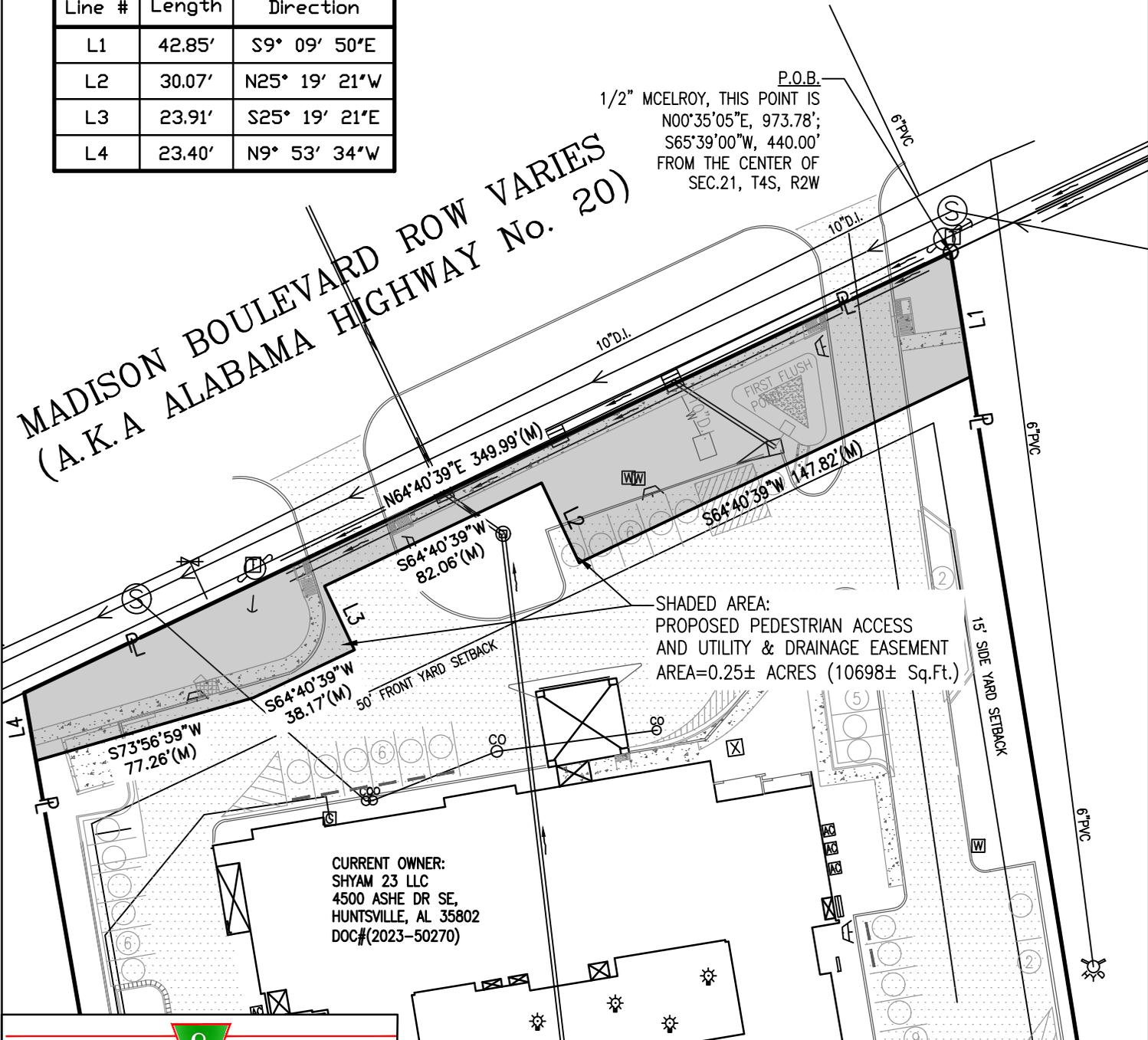
Nathan G. Johnson



SEE ATTACHED LEGAL DESCRIPTION OF PROPOSED EASEMENT.

Parcel Line Table		
Line #	Length	Direction
L1	42.85'	S9° 09' 50"E
L2	30.07'	N25° 19' 21"W
L3	23.91'	S25° 19' 21"E
L4	23.40'	N9° 53' 34"W

MADISON BOULEVARD ROW VARIES (A.K.A ALABAMA HIGHWAY No. 20)

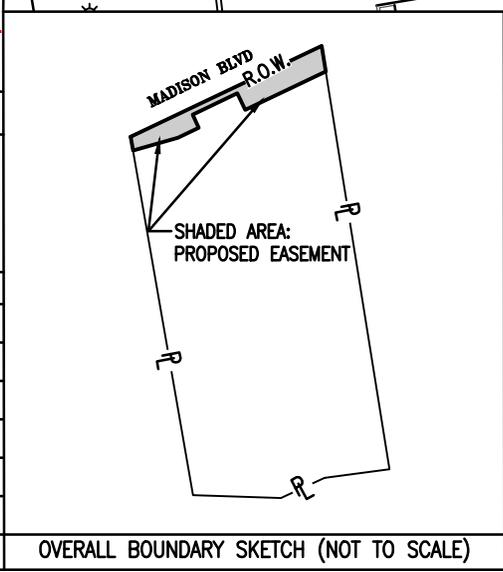


JOHNSON & ASSOCIATES
ENGINEERING SURVEYING
1218 CHURCH STREET HUNTSVILLE, ALABAMA 35801
1-256-533-7331 FAX 1-256-533-7332

EXHIBIT "A-1"
PROPOSED PEDESTRIAN ACCESS AND UTILITY & DRAINAGE EASEMENT

OWNER: SHYAM 23 LLC
TOTAL ACRES: 0.25 ±
PROJECT #: 1699-EN2
COUNTY: MADISON ALABAMA
CITY&STATE: MADISON, ALABAMA
SCALE: 1 INCH = 50 FEET
DATE: DECEMBER 30, 2025

REVISIONS:



GENERAL LEGEND

- (P) Plat Bearing or Distance
- (M) Measured in the Field
- P.O.B. Point Of Beginning
- P.O.C. Point Of Commencement
- R.O.W. Right-of-Way
- Property Corner, Found
- Concrete Mon. Set Stamped "Johnson CA0193LS"
- U&D Public Utility and Drainage Easement
- PVC Polyvinylchloride Pipe
- RCP Reinforce Concrete Pipe
- SS— Sanitary Sewer Line
- Ⓢ Sanitary Sewer Manhole
- ① Lot Numbers
- XXXXXXX XXXXXX

THIS INSTRUMENT PREPARED BY: *City Attorney, City of Madison, 100 Hughes Road, Madison, AL 35758*

No title search requested, and none performed.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**WARRANTY DEED FOR
CONVEYANCE OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **SHYAM 23, LLC**, an Alabama limited liability corporation, hereinafter referred to as **GRANTOR**, for and in consideration of ten dollars (\$10.00) cash to it in hand paid by the **City of Madison, Alabama**, a municipal corporation, hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said City of Madison and its successors and assigns a permanent and perpetual easement for pedestrian access, utilities, and drainage over, through, and across the following-described property, situated in Madison, Madison County, Alabama, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; NORTH 00 DEGREES 35 MINUTES 05 SECONDS EAST, A DISTANCE OF 973.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY MARGIN, SOUTH 65 DEGREES 39 MINUTES WEST, A DISTANCE OF 440.00 FEET TO A FOUND CAPPED REBAR STAMPED "MCELROY" AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT, SAID POINT BEING THE NORTHEAST CORNER OF THE SERVIENT TRACT; THENCE FROM THE POINT OF BEGINNING AND LEAVING SAID SOUTHERLY RIGHT-OF-WAY MARGIN AND RUNNING ALONG THE EASTERLY BOUNDARY OF THE SERVIENT TRACT, SOUTH 09 DEGREES 09 MINUTES 50 SECONDS EAST, 42.85 FEET TO A POINT; THENCE LEAVING SAID EASTERLY BOUNDARY, SOUTH 64 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 147.82 FEET TO A POINT; THENCE NORTH 25 DEGREES 19 MINUTES 21 SECONDS WEST, 30.07 FEET TO A POINT; SOUTH 64 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 82.06 FEET TO A POINT; THENCE SOUTH 25 DEGREES 19 MINUTES 21 SECONDS EAST, 23.92 FEET TO A POINT; SOUTH 64 DEGREES 40 MINUTES 39 SECONDS WEST, A DISTANCE OF 38.17 FEET TO A POINT; SOUTH 73 DEGREES 56 MINUTES 59 SECONDS WEST, A DISTANCE OF 77.26 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE SERVIENT TRACT; THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 09 DEGREES 53 MINUTES 34 SECONDS WEST, 23.40 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MADISON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY NORTH 64 DEGREES 40 MINUTES 39 SECONDS EAST, 349.99 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10,698 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns forever.

Grantor covenants with Grantee and its successors and assigns that it is lawfully seized in fee simple of the servient estate; that the premises are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; and that it will warrant and defend the same to the Grantee and its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, SHYAM 23, LLC, has caused this instrument to be executed this _____ day of January 2026.

SHYAM 23, LLC, as GRANTOR

By: _____

Its: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **SHYAM 23, LLC**, an Alabama limited liability corporation, 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, s/he executed the same voluntarily as an act of said limited liability company on the day the same bears date.

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

Notary Public

RESOLUTION NO. 2026-030-R

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PEDESTRIAN ACCESS, UTILITY AND DRAINAGE EASEMENT

WHEREAS, SHYAM 23, LLC, as the fee simple owner of the property described below has offered to convey by Warranty Deed to the City of Madison a pedestrian access and utility and drainage easement situated in Madison, Madison County to wit:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; NORTH 00 DEGREES 35 MINUTES 05 SECONDS EAST, A DISTANCE OF 973.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY MARGIN, SOUTH 65 DEGREES 39 MINUTES WEST, A DISTANCE OF 440.00 FEET TO A FOUND CAPPED REBAR STAMPED "MCELROY" AT THE NORTHEAST CORNER OF THE SERVIENT TRACT; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SERVIENT TRACT, SOUTH 09 DEGREES 09 MINUTES 50 SECONDS EAST, A DISTANCE OF 706.68 FEET TO A FOUND 1/2" REBAR ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF INTERSTATE 565, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE FROM THE POINT OF BEGINNING AND RUNNING ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN SOUTH 82 DEGREES 29 MINUTES 10 SECONDS WEST, 108.74 FEET TO A POINT; THENCE SOUTH 65 DEGREES 20 MINUTES 39 SECONDS WEST, A DISTANCE OF 79.74 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 565 AND LIME QUARRY ROAD (PRIVATE ROAD); THENCE RUNNING ALONG THE NORTHERLY RIGHT-OF-WAY OF LIME QUARRY ROAD (PRIVATE ROAD) NORTH 88 DEGREES 06 MINUTES 15 SECONDS WEST, 145.47 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE SERVIENT TRACT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT, NORTH 09 DEGREES 54 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.43 FEET TO A POINT; THENCE LEAVING SAID WESTERLY BOUNDARY, SOUTH 88 DEGREES 06 MINUTES 15 SECONDS EAST, 144.94 FEET TO A POINT; THENCE NORTH 65 DEGREES 20 MINUTES 39 SECONDS EAST, A DISTANCE OF 78.04 FEET TO A POINT; THENCE NORTH 82 DEGREES 29 MINUTES 10 SECONDS EAST, 111.18 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE SERVIENT TRACT; THENCE RUNNING ALONG SAID EASTERLY BOUNDARY SOUTH 09 DEGREES 09 MINUTES 50 SECONDS EAST, 20.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 6,681 SQUARE FEET, MORE OR LESS.

WHEREAS, the City Council finds that the best interests of the City would be served by acceptance of this easement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City hereby acknowledges the easement dedication described above and accepts the dedication of the permanent easement described herein for use as a pedestrian access, utility, and drainage easement and that the appropriate City employees are authorized to take actions necessary to effectuate such acceptance.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 12th day of January 2026.

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

ATTEST:

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

Approved this ____ day of January 2026.

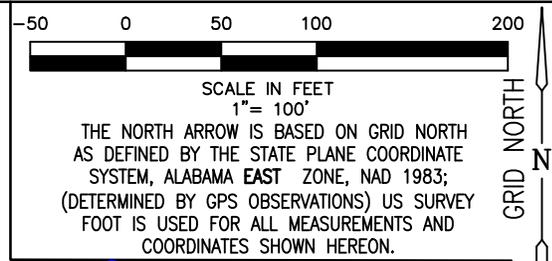
Ranae Barlett, *Mayor*
City of Madison, Alabama

SPECIAL PURPOSE SURVEY

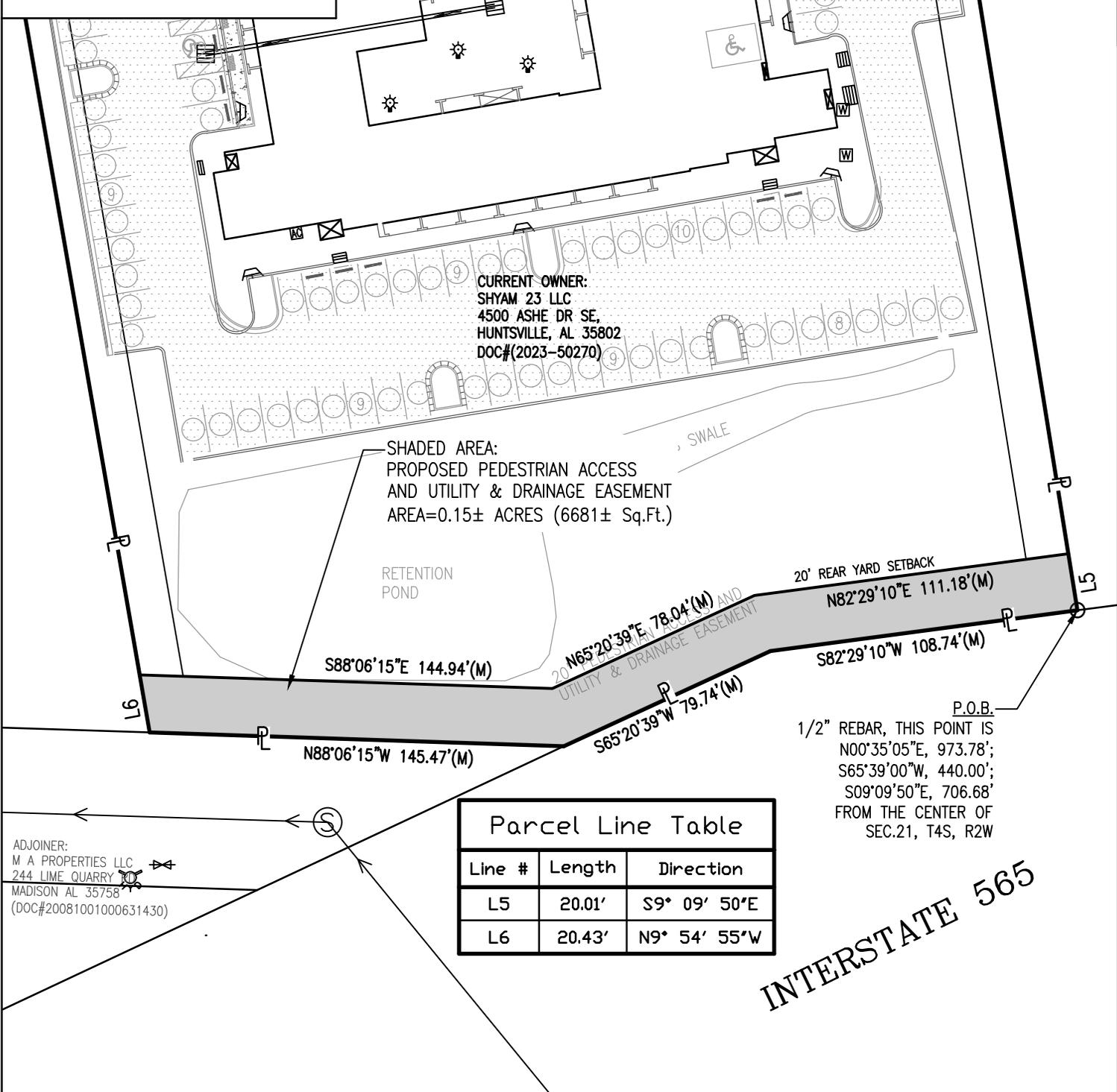
THIS DRAWING IS AN EXCERPT OF A BOUNDARY SURVEY WHICH HAS BEEN PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA. SAID RECORD SURVEY WHICH IS ON FILE AT THE MAIN OFFICE OF MCELROY LAND SURVEYING CO.,INC., PROJECT NUMBER 13-13, DATED 01/30/13 AND REFLECTS ADDITIONAL INFORMATION REQUIRED BY THE STANDARDS OF PRACTICE AND IS HEREBY MADE A PART OF THIS SURVEY.



Nathan G. Johnson



SEE ATTACHED LEGAL DESCRIPTION OF PROPOSED EASEMENT.

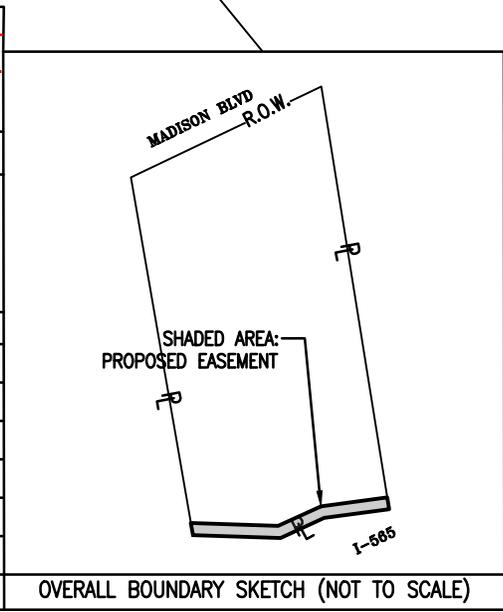


JOHNSON & ASSOCIATES
ENGINEERING SURVEYING
1218 CHURCH STREET HUNTSVILLE, ALABAMA 35801
1-256-533-7331 FAX 1-256-533-7332

EXHIBIT "A-1"
PROPOSED PEDESTRIAN ACCESS AND UTILITY & DRAINAGE EASEMENT

OWNER: SHYAM 23 LLC
TOTAL ACRES: 0.15 ±
PROJECT #: 1699-EN2
COUNTY: MADISON ALABAMA
CITY&STATE: MADISON, ALABAMA
SCALE: 1 INCH = 50 FEET
DATE: DECEMBER 30, 2025

REVISIONS:



GENERAL LEGEND

- (P) Plat Bearing or Distance
- (M) Measured in the Field
- P.O.B. Point Of Beginning
- P.O.C. Point Of Commencement
- R.O.W. Right-of-Way
- Property Corner, Found
- Concrete Mon. Set Stamped "Johnson CA0193LS"
- U&D Public Utility and Drainage Easement
- PVC Polyvinylchloride Pipe
- RCP Reinforce Concrete Pipe
- SS— Sanitary Sewer Line
- (S) Sanitary Sewer Manhole
- (1) Lot Numbers
- XXXXXXX XXXXXX

THIS INSTRUMENT PREPARED BY: *City Attorney, City of Madison, 100 Hughes Road, Madison, AL 35758*

No title search requested, and none performed.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

**WARRANTY DEED FOR
CONVEYANCE OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that **SHYAM 23, LLC**, an Alabama limited liability corporation, hereinafter referred to as **GRANTOR**, for and in consideration of ten dollars (\$10.00) cash to it in hand paid by the **City of Madison, Alabama**, a municipal corporation, hereinafter referred to as **GRANTEE**, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said City of Madison and its successors and assigns a permanent and perpetual easement for pedestrian access, utilities, and drainage over, through, and across the following-described property, situated in Madison, Madison County, Alabama, to-wit:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; NORTH 00 DEGREES 35 MINUTES 05 SECONDS EAST, A DISTANCE OF 973.78 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF MADISON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY MARGIN, SOUTH 65 DEGREES 39 MINUTES WEST, A DISTANCE OF 440.00 FEET TO A FOUND CAPPED REBAR STAMPED "MCELROY AT THE NORTHEAST CORNER OF THE SERVIENT TRACT; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SERVIENT TRACT, SOUTH 09 DEGREES 09 MINUTES 50 SECONDS EAST, A DISTANCE OF 706.68 FEET TO A FOUND 1/2" REBAR ON THE NORTHERLY RIGHT-OF-WAY MARGIN OF INTERSTATE 565, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE FROM THE POINT OF BEGINNING AND RUNNING ALONG SAID NORTHERLY RIGHT-OF-WAY MARGIN SOUTH 82 DEGREES 29 MINUTES 10 SECONDS WEST, 108.74 FEET TO A POINT; THENCE SOUTH 65 DEGREES 20 MINUTES 39 SECONDS WEST, A DISTANCE OF 79.74 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 565 AND LIME QUARRY ROAD (PRIVATE ROAD); THENCE RUNNING ALONG THE NORTHERLY RIGHT-OF-WAY OF LIME QUARRY ROAD (PRIVATE ROAD) NORTH 88 DEGREES 06 MINUTES 15 SECONDS WEST, 145.47 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE SERVIENT TRACT; THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT, NORTH 09 DEGREES 54 MINUTES 55 SECONDS WEST, A DISTANCE OF 20.43 FEET TO A POINT; THENCE LEAVING SAID WESTERLY BOUNDARY, SOUTH 88 DEGREES 06 MINUTES 15 SECONDS EAST, 144.94 FEET TO A POINT; THENCE NORTH 65 DEGREES 20 MINUTES 39 SECONDS EAST, A DISTANCE OF 78.04 FEET TO A POINT; THENCE NORTH 82 DEGREES 29 MINUTES 10 SECONDS EAST, 111.18 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE SERVIENT TRACT; THENCE RUNNNG ALONG SAID EASTERLY BOUNDARY SOUTH 09 DEGREES 09 MINUTES 50 SECONDS EAST, 20.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 6,681 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD unto Grantee and its successors and assigns forever.

Grantor covenants with Grantee and its successors and assigns that it is lawfully seized in fee simple of the servient estate; that the premises are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; and that it will warrant and defend the same to the Grantee and its successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, SHYAM 23, LLC, has caused this instrument to be executed this _____ day of January 2026.

SHYAM 23, LLC, as GRANTOR

By: _____

Its: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **SHYAM 23, LLC**, an Alabama limited liability corporation, 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, s/he executed the same voluntarily as an act of said limited liability company on the day the same bears date.

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

Notary Public

RESOLUTION NO. 2026-040-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH TRIDENT SECURITY SOLUTIONS, LLC

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 Trident Security Solutions, LLC, to provide security guard services at City Hall, 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 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 to Trident Security Solutions, LLC, 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 12th day of January 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of January 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 Trident Security Solutions, LLC, located at 2611 Artie Street, SW, Huntsville, Alabama 35805, hereinafter referred to as “Contractor.”

WITNESS TO:

WHEREAS, the City is in need of professional security guard services to aid in the protection of City employees, citizens, and guests during daily business hours; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Contractor will provide security guard services to the City according to its proposal dated August 1, 2024 (“Attachment A”), which is attached to this Agreement and wholly incorporated within it.
- 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.
- C. Contractor shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- D. Contractor shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- E. Contractor shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- F. Throughout the term of this Agreement, Contractor shall provide City reasonable and meaningful access via telephone and email to Contractor’s principals for the purpose of fulfilling the contracted-for deliverables.

- G. Any and all information provided to Contractor by City, of the type normally available for the proposed Work, that has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered “best available information” and thus appropriate and sufficient for the services proposed herein. Contractor will not develop such original information unless specifically included in the Scope of Work.
- H. It is understood that information observed by, developed by, or communicated to Contractor in the performance of Services under this Agreement may be of a confidential nature. Contractor agrees that except with the prior written approval of City, Contractor will make no oral or written disclosure of such information to any third parties.

SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Contractor pursuant to Section 1 shall be an amount not to exceed **one hundred seventy-two thousand three-hundred eighty dollars (\$172,380.00)**, payable monthly as services are rendered and invoiced to City. Contractor is solely responsible for submission of detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Contractor’s performance are included in the total compensation set forth in Section 2.A. and described in Section 7.1 of Attachment A. Contractor shall not be compensated for any other expenses, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Contractor, and City shall be perpetually vested with full usage rights of the same.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Contractor determines that additional services are necessary, Contractor shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Contractor shall not proceed to provide any additional services until Contractor receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City’s duly-adopted budget for the then-current fiscal year.

SECTION 3: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect.

This Agreement shall expire one year after the effective date, unless the parties mutually agree to extend the term.

SECTION 4: TERMINATION

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

SECTION 5: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 6: INDEMNIFICATION

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

To the extent allowed by law, City agrees to hold harmless and indemnify Contractor 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 Contractor pursuant to the instant Agreement.

Notwithstanding any other provisions of this agreement, in no event shall either party be liable to the other party for consequential, incidental, special (including multiple or punitive) or other indirect damages that are claimed to be incurred by the other party whether such claim arises under contract, tort (including strict liability) or other theory of law.

SECTION 7: INSURANCE

Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees, or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet or exceed the types, scope, and amounts currently documented in the Contractor's Certificate of Liability Insurance provided in Attachment A. The City shall be indicated as a Certificate Holder, and Contractor shall furnish the City with Certificates of Insurance reflecting the coverage required by this Agreement.

SECTION 8: 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, terrorist acts, public disturbances, strikes, lockouts, differences with workmen, fires, floods, breakdowns or malfunctions, interruptions or

malfunctions of computer facilities, or loss of capabilities due to power failures or mechanical difficulties with information storage or retrieval systems, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder. If any such delay or failure in performance occurs and affects the performance of one party, the party so suffering shall provide prompt notice as soon as practicable to the other party and keep it apprised of developments and mitigation efforts with respect thereto.

SECTION 9: ASSIGNMENT

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

SECTION 10: 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 11: NOTICES

All notices and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by e-mail or certified mail to the following individuals, or such other addresses as either Party may furnish the other in writing from time-to-time, in accordance with this Section. Any such notices or changes of address shall be effective on the following business day.

All notices to City shall be addressed to the City’s Representative:

*Police Chief Johnny Gandy
Madison Police Department
100 Hughes Road
Madison, Alabama 35758
E-mail: johnny.gandy@madisonal.gov*

With a copy to:

*City Attorney
100 Hughes Road
Madison, Alabama 35758
E-mail: megan.zingarelli@madisonal.gov*

All notices to Contractor shall be addressed to:

*Michael VanTassel
Trident Security Solutions, LLC
1250 Winner Ave SW
Huntsville, Alabama 35805
Phone: (256) 274-5091 ext.300*

Email: Michael.vantassel@trident-llc.com

SECTION 12: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama. Venue for any disputes arising under this Agreement shall be in a court of competent jurisdiction located in Madison County, Alabama.

SECTION 13: 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. The Parties agree that in such an event, they will negotiate in good faith a replacement section, term and/or provision for that section, term and/or provision declared invalid or unenforceable.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in Attachment A, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. This Agreement may be executed in counterparts, each of which shall be deemed an original.
- G. Notwithstanding the expiration or termination of this Agreement for any reason, the following provisions shall survive and remain in full force and effect: Section 1.H., Section 6, and Section 12.

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 January 2026.

Notary Public

**Trident Security Solutions, LLC
Contractor**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Trident Security Solutions, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

RESOLUTION NO. 2026-038-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR YOGA INSTRUCTION

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 Cristina Lynn to teach yoga classes at the Community Center and 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 12th day of January 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 January 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 Cristina Lynn, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Community Center, located at 1329 Browns Ferry Road, and Town Madison Wellness, located at 190 Graphics Drive; and

WHEREAS, the City desires to obtain the services of a professional yoga instructor; and

WHEREAS, Contractor is a unique provider of these 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 yoga instruction. Scheduling of said classes will occur on specific days and times mutually agreed upon by the Contractor and the City and the Contractor shall have sole responsibility for the manner in which such classes are 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 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 maintain an accurate roll for all classes/training she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 5. The City will, when practicable, provide the Contractor with one (1) days’ notice if classes do not meet the minimum requirements of six (6) participants for beginners classes and two (2) participants for intermediate/advanced classes.
 6. The Contractor classes shall not allow more than twenty-five (25) participants in any one class.

7. The Contractor's classes shall be offered to participants of any age and skill type.
- 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 \$12.00 to \$15.00 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:
Cristina Lynn
201 Ashley Way
Madison, AL 35758

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 January 2026.

Notary Public

(Signature Page To Follow)

RESOLUTION NO. 2026-039-R

RESOLUTION TO AWARD BID FOR PROJECT 2025-024-ITB,
PLAYGROUND EQUIPMENT INSTALLATION

WHEREAS, in accordance with Alabama's Public Works Competitive Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the Playground Equipment Installation Project (hereinafter, cumulatively, "Project"); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about January 6, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of the Bid submitted, City staff has informed the City Council that *Struthers Recreation, LLC*, has submitted a Bid for the Project, and it is the lowest responsive, responsible Bidder meeting the specifications of the Project as set forth in the Invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of the award of the contract for the Project to said Bidder upon confirmation by City of the Bid's satisfactory compliance with all requirements set forth in the bid specifications and the Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with *Struthers Recreation, LLC*, on behalf of the City;

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

SECTION 1. That in accordance with Ala. Code §39-5-1(b) (1975), the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with, the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That the award of this Project is hereby made to *Struthers Recreation, LLC*, as the lowest responsive, responsive bidder in the Bid amount of *one hundred nineteen thousand seven hundred fifteen dollars (\$119,715.00)*, as set forth in its Bid and incorporated herein by reference and being subject to adjustment only upon the Council's approval of properly submitted change orders.

SECTION 3. That upon the finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to *Struthers Recreation, LLC*, of such award and are also authorized to proceed with review,

completion, and submittal of all contractual matters required by the City’s plans and specifications.

SECTION 4. That this award is conditioned upon *Struthers Recreation, LLC*, completing and submitting to the City such documents, information, and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, the plans and specifications, all addenda, and the contract documents.

SECTION 5. That upon notification from the appropriate City representatives that Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama, with *Struthers Recreation, LLC*, for completion of the Project for the amount set forth in Section 2 of this resolution and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6. That upon notification from the appropriate City representatives that all requirements for compliant and lawful execution of the resulting Contract have been satisfied by Bidder and that the Mayor has executed such Contract on behalf of the City, the City Attorney shall be, and is hereby, authorized to issue the appropriate Notice to Proceed to the Contractor along with any other documentation necessary to initiate construction of the Project.

SECTION 7. That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to *Struthers Recreation, LLC*, in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 12th day of January 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 January 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



2025-024-ITB / Playground Equipment Installation
Issued December 17, 2025

BID TABULATION

BIDDER NAME	Struthers Recreation, LLC
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y
BID BOND	Y
GENERAL CONTRACTOR'S LICENSE	Y
CPSI CERTIFICATE	Y
CERTIFICATE OF INSURANCE	Y
E-VERIFY ENROLLMENT	Y
TOTAL BID AMOUNT	\$119,715.00

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden
 Alicia Walden
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 6th day of January, 2026.

Jennifer Jones
 Notary Public



City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Struthers Recreation, LLC

Business Address: 3296 Pelham Parkway - Pelham, AL 35124

Business Phone: 205-663-5058 Company's E-mail: kight@struthersrec.com

Authorized Representative: Kight Jones

Title: Project Manager

Representative Phone: 205-663-5058 (work) 205-296-2622 (cell)

Representative's Email Address(es): kight@struthersrec.com

B. BIDDER'S LICENSE INFORMATION:

License Class & Bid Limit: U / Unlimited

Alabama General Contractor No.: 55953

Alabama General Contractor Specialty: Mu-S: Recreational

Alabama General Contractor License Major Categories:

(1) _____

(2) _____

COPY OF BIDDER'S GENERAL CONTRACTOR LICENSE MUST ACCOMPANY THIS BID SUBMISSION, OR IT WILL BE REJECTED.

C. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s) _____, _____, _____, _____, _____, _____ (Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract, and the Bidder further agrees that this Bid includes all impacts and costs resulting from said Addenda.

D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Bidder acknowledges that the City is a tax-exempt entity.

E. BID GUARANTY

Attached hereto is a **BID BOND/CASHIER'S CHECK** (circle one) issued by FCCI Insurance Company in the amount of \$ 5% of project to a max of 10,000.00 as full satisfaction of the Bid Guaranty requirement contained in the Invitation to Bid.

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



F. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations. Bidder further declares that he has carefully examined the draft contract for the Work and has checked and verified the completeness of the Contract; that he has personally inspected the drawings and specifications included in the bid packet; and that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the Work, quantities of equipment and materials, as included herein, are brief and are intended only to indicate the general nature of the Work and the Project. Bidder also declares that this Bid is made according to the provisions and terms of the Contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities installed at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.

G. CONTRACT COMPLETION TIME

Bidder agrees to begin the Work on the date stated in the Notice to Proceed and to fully complete each assignment in all respects, subject to the timeframes established by the City Representative, and subject to Change Orders and any other lawful adjustments made to the Contract.

H. PERFORMANCE OF WORK

In the event subcontracting of any portion of the Work is contemplated by Bidder, for each subcontractor Bidder shall provide with his Bid Submittal the name and address of the subcontractor and a description of the portion of the Work to be performed.

IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 2 day of January, 2026.

Struthers Recreation, LLC

Legal Name of Bidder/Company

By: Kight Jones 

Its: Project Manager

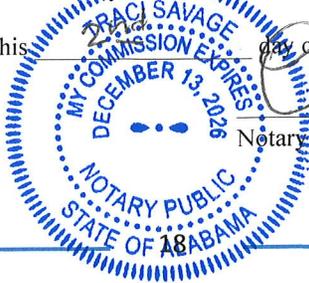
Date: 01.02.26

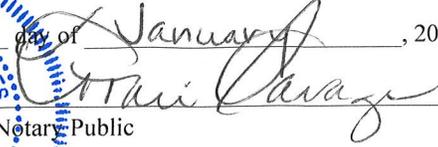
STATE OF ALABAMA §

COUNTY OF SHELBY §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Kight Jones, whose name as Project Manager of Struthers Recreation, LLC is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 2nd day of January, 2026.




Notary Public

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



BIDDER PRICING SHEET

BIDDER NAME: Struthers Recreation, LLC

ADDRESS: 3296 Pelham Parkway

CITY/STATE/ZIP: Pelham, AL 35124

Total Bid Amount: \$ 119,715.00

I, Kight Jones, as Project Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

01.02.26
Date


Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Struthers Recreation, LLC

ADDRESS: 3296 Pelham Parkway

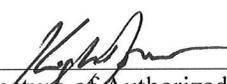
CITY/STATE/ZIP: Pelham, AL 35124

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach Memorandum of Understanding as proof of Bidder's enrollment in E-Verify.

I, Kight Jones, as Project Manager for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

01.02.26
Date


Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



INSURANCE REQUIREMENTS ACKNOWLEDGEMENT FORM

BIDDER NAME: Struthers Recreation, LLC

ADDRESS: 3296 Pelham Parkway

CITY/STATE/ZIP: Pelham, AL 35124

Check as applicable:

I hereby affirm that my company has the required insurance coverage for this project as provided in the table below, and I have attached a current Certificate of Insurance as proof of such.

OR

I hereby acknowledge that my company **does not** currently have the required insurance coverage for this project as provided in the table below, but if I am the successful Bidder selected to provide the goods and services set forth in the Bid, I agree to obtain the requested limits upon receipt of the Notice of Intent to Award letter. Furthermore, I hereby acknowledge that if my company has not provided sufficient evidence of the required coverage within fifteen (15) days after the City presents the Contract to my company for signature, my bid will be deemed non-responsive, and the City will retain the proposal guaranty or bid bond, and it will proceed with award of the Bid to the next lowest responsive and responsible Bidder.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident, and policy limit</i>
Commercial General Liability	
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations	\$2,000,000
General Aggregate	\$2,000,000
Umbrella	\$1,000,000 each occurrence, and \$1,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

I, Kight Jones, as Project Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

01.02.26
Date

Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



DISCLOSURE STATEMENT

BIDDER NAME: Struthers Recreation, LLC

ADDRESS: 3296 Pelham Parkway

CITY/STATE/ZIP: Pelham, AL 35124

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?
 Yes No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

2. Do you understand and acknowledge that:
a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;
b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into? Yes No

I, Kight Jones, as Project Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

01.02.26
Date


Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



STATEMENT OF NON-COLLUSION

BIDDER NAME: Struthers Recreation, LLC

ADDRESS: 3296 Pelham Parkway

CITY/STATE/ZIP: Pelham, AL 35124

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding one hundred thousand dollars (\$100,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Kight Jones, as Project Manager
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

01.02.26
Date


Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025



REFERENCES FORM

BIDDER NAME: Struthers Recreation, LLC

ADDRESS: 3296 Pelham Parkway

CITY/STATE/ZIP: Pelham, AL 35124

1. Does the City have concurrence from the Bidder to contact any and all references included?
 Yes No
2. Supply names, addresses, and telephone numbers of three (3) customer references for whom your company has provided services similar to those requested by the City.

a. Customer Name: City of Huntsville Parks and Recreation
 Address: 2411 Ninth Avenue, Huntsville, AL 35805
 Phone Number: 256-564-8026
 Contact Person: James Gossett
 Contact's Email: james.gossett@huntsvilleal.gov
 Project Details: Multiple projects over the course of several years

b. Customer Name: Tuscaloosa PARA
 Address: 614 Greensboro Road, Tuscaloosa, AL 35401
 Phone Number: 205-562-3220
 Contact Person: Adrian Cleckler
 Contact's Email: acleckler@tcparpa.org
 Project Details: Multiple projects over the course of several years

c. Customer Name: Decatur
 Address: 2600 C Point Mallard Drive
 Phone Number: 256-341-4938
 Contact Person: Jonathan Gruber
 Contact's Email: jgruber@decatur-al.gov
 Project Details: Multiple projects over the course of several years



City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025

BID BOND

PRESENTED TO THE CITY OF MADISON, ALABAMA

STATE OF ALABAMA

§
§
§

COUNTY OF MADISON

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal and Surety, are hereby held and firmly bound unto the City of Madison, Alabama, a municipal corporation, as Obligee, hereinafter called "the City," in the sum of 5% of project to a maximum of ten thousand dollars _____ Dollars (\$ 10,000) and for payment of such sum, well and truly to be made, said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The above obligation is made on the condition of Principal submitting to the City a certain Bid, the same being attached hereto and made a part hereof, to enter into a contract in writing with the City for the following Project:

Project: Playground Equipment Installation - Multiple Sites

Location: 100 Hughes Road; Madison, AL 35758

Architect or Engineer: _____

Project Number: Bid #: 2025-024-ITB

NOW, THEREFORE, if said Bid shall be rejected, or, in the alternative, if said Bid shall be awarded and the Principal shall execute and deliver a Contract in the form specified in the Invitation to Bid for the above-referenced Project, and shall execute and deliver the Performance Bond and Payment Bond as required in the Contract and submit the insurance certifications as required by the Contract and fulfill all other qualifications and requirements of the Contract and Bid specifications and shall in all other respects perform according to the Contract, then this obligation shall be void. Otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals, this the 6th day of January, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by their authorized representatives.

WITNESS:


PRINCIPAL:
Struthers Recreation, LLC
By: 



City of Madison, Alabama
Bid Number: 2025-024-ITB
Project: Playground Equipment Installation
Issued: December 17, 2025

Title: Blake Struthers / Member

Address: 3296 Pelham Parkway

Pelham, AL 35124

SURETY:

FCCI Ins. Company

ATTEST:

By: *Russell K. McMath*

Title: Attorney - In - Fact

Attorney-in-Fact

Address: 6300 University Parkway

Sarasota, FL 34240

NOTE: All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: In lieu of a Corporate Surety, Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Madison, Alabama, in an amount equal to five percent (5%) of the amount bid but in no instance more than \$10,000.00.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Russell Keith McMillan

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326536
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326536
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 6th day of January, 2020

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

STATE OF ALABAMA



BID LIMIT: U AMOUNT: UNLIMITED LICENSE NO.: 55953 TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

STRUTHERS RECREATION LLC

PELHAM, AL 35124

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU-S: RECREATIONAL AREAS

until June 30, 2026 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

25th day of June, 2025

SECRETARY-TREASURER

CHAIRMAN

Michael B. ...

... A ...

218498

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY McMillan Insurance Services		NAMED INSURED Struthers Recreation, LLC	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
waiver of subrogation when required by written contract. The Commercial Excess Policy provides follow form coverage over the Commercial General Liability, Commercial Automobile and Workers Compensation / Employers Liability coverage forms and endorsements (when required by written contract). All policies listed above have been endorsed to include the blanket 30 day notice of cancellation endorsement (other than for non payment of premium) and when required by written contract.

Workers Comp: Craig Struthers, Member



Company ID Number: 462942

Approved by:

Employer Struthers Recreation LLC	
Name (Please Type or Print) Craig R. Struthers	Title General Manager
Signature Electronically Signed	Date 11/03/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/03/2011



Company ID Number: 462942

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Struthers Recreation LLC
Company Facility Address	220 Applegate Trace Pelham, AL 35124
Company Alternate Address	P. O. Box 1178 Pelham, AL 35124
County or Parish	SHELBY
Employer Identification Number	853224278
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 462942



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL 1



Company ID Number: 462942

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Traci J Savade
Phone Number 2057182468
Fax
Email traci@struthersrec.com

Name Craia Struthers
Phone Number 2056635058
Fax
Email Craia@struthersrec.com



Company ID Number: 462942



This list represents the first 20 Program Administrators listed for this company.