



Agenda

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

6:00 PM
Council Chambers
March 09, 2026

AGENDA NO. 2026-05-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 Holly Woodall of Fellowship United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2026-01-WS, dated February 25, 2026

B. Minutes No. 2026-04-RG, dated February 23, 2026

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Ranae Bartlett designating March 30, 2026, as Women-Owned Business Day in the City of Madison to Ashley Engles-Ross, Vice President of Small Business, Huntsville-Madison County Chamber of Commerce

B. Presentation of framed City Coin to former Madison County Commissioner Mac McCutcheon in recognition of his recent retirement

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. 2026-021-R**: Approving an annual Appropriation Agreement with Grandparents As Parents for FY 26 in the amount of \$5,000 (to be paid from General Operating account)
- B. **Resolution No. 2026-022-R**: Approving an annual Appropriation Agreement with the Food Bank of North Alabama for FY 26 in the amount of \$5,000 (to be paid from General Operating account)
- C. **Resolution No. 2025-098-R**: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065307CD on an incident which occurred August 25, 2025, to a Police Vehicle (\$37,815.24 [minus \$1,000 deductible] to be deposited into General Operating account)
- D. Acceptance of a donation from the Madison Visionary Partners in the amount of \$27,000 for expenses incurred in the construction of the Community Center (deposited into General Operating account)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

- A. **Resolution No. 2026-097-R**: Designation of Voting Delegate for Alabama League of Municipalities Annual Convention to be held April 28-May 1, 2026 in Montgomery, Alabama

COUNCIL DISTRICT NO. 2 DAVID BIER

- A. **Resolution No. 2026-108-R**: Authorizing funding from the Council Special Projects Fund for installation of a self-serve kiosk at the Wellness Center for First Responder Access (\$5,295 kiosk purchase; \$600 annual fee to be paid from Parks and Recreation Budget)

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 Kate Rogers to the Madison Beautification and Tree Board with a term expiration of March 10, 2028

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2026-024**: Zoning certain property owned by Dennis & Kaoru Brill consisting of Lots 41, 42, and 43 in Morris Estates Subdivision for a total of 2.3 acres, located east of Dove Drive and north of Powell Road, R-1A (Low Density Residential) upon annexation (First Reading 1/29/2026)
- B. **Resolution No. 2026-099-R**: Request from Costco Wholesale Corporation, doing business as Costco Wholesale, for a Lounge Retail Liquor - Class II (Package) License for their location at 8094 B Highway 72 West, Madison, AL 35758
- C. **Resolution No. 2026-100-R**: Request from Costco Wholesale Corporation, doing business as Costco Wholesale, for an Off-Premises Beer and Wine License for their location at 8094 Highway 72 West, Madison, AL 35758

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2026-091-R**: Authorizing a Professional Services Agreement with S&ME, Inc. for environmental consulting services for FY2026 Outfall Inspections and Illicit Discharge Screening (\$17,930.00 to be paid from Engineering Stormwater Budget - Fund 11)
- B. **Resolution No. 2026-111-R**: Authorizing an agreement among the City of Huntsville, Huntsville Utilities, the City of Madison, Madison Utilities, the Madison County Commission, and Athens-Limestone GIS Consortium for the payment of funds relating to the US Geological Survey 3D Hydrography Program (\$15,000 to be paid from Engineering Department budget)

FINANCE

- A. **Proposed Ordinance No. 2026-102**: Amending Section 20-365, Appendix A, of the City of Madison Code of Ordinances related to bulk trash collection fees (First Reading)

FIRE & RESCUE

- A. **Resolution No. 2026-103-R**: Authorizing a Listing and Marketing Commission Agreement with Brindlee Mountain Fire Apparatus, LLC, for the listing and sale of a 2002 Saulsbury Fire Engine with a 10% commission fee

LEGAL

- A. **Proposed Ordinance No. 2026-109**: Amending the Fee Schedule for photocopy charges and various services for the City of Madison (First Reading)
- B. **Resolution No. 2026-101-R**: Authorizing an annual agreement with the Madison County Sheriff and the Madison County Commission for the housing of City inmates in the amount of \$60 per inmate per day, plus \$5 booking fee per inmate (to be paid from Court Department budget)

PLANNING

- A. **Proposed Ordinance No. 2026-025**: Assenting to the annexation of property consisting of Lots 41-43 in Morris Estates Subdivision, east side of Dove Drive and north of Powell Road, into the City of Madison (First Reading 01/29/2026)
- B. **Proposed Ordinance No. 2026-059**: Vacation of utility and drainage easement located within 52 Green Creek Road, Lot 149 of Greenbrier Woods Phase II Subdivision (First Reading 02/23/2026)
- C. **Proposed Ordinance No. 2026-075**: Vacation of utility and drainage easement located within 480 Production Avenue, Lot 1 of Putman's Industrial Park, 4th Addition (First Reading 02/23/2026)
- D. **Resolution No. 2026-093-R**: Setting a Public Hearing on Proposed Ordinance No. 2026-094; zoning certain property owned by MA AMBE, Inc. consisting of 0.39 acres and located at 7609 U.S. Highway

72 W, south side of U.S. Highway 72 W and west of Nance Road, B3 (General Business) upon annexation (First Publication 3/18/2026, Synopsis 3/25/2026, Public Hearing 4/13/2026)

E. Proposed Ordinance No. 2026-095: Assenting to the annexation of property located at 7609 U.S. Highway 72 W, south of U.S. Highway 72 W and west of Nance Road, into the City of Madison (First Reading)

F. Resolution No. 2026-096-R: Authorizing acceptance of a parcel of real property consisting of 3.53 acres and located within the floodway, generally south of Shaleroock Drive and east of Towhee Way

POLICE

A. Resolution No. 2026-106-R: Authorizing a Memorandum of Understanding for Firearm Destruction Services (no cost to City)

RECREATION

A. Resolution No. 2026-107-R: Authorizing a Professional Services Agreement with Chris Welch for pickleball instruction (\$50.00 per class)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2026-01-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
February 25, 2026**

The Madison City Council met in regular session on Wednesday, February 25, 2026, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Executive Assistant Myranda Staples, City Attorney Megan Zingarelli, Assistance City Attorney Shelby Morris, Information Technology Director Chris White, Director of Building Kipp Richerzhagen, Director of Operations and Communications Amanda Jarrett, Information Technology Support Technician Wes Baugh, Police Chief Johnny Gandy, and Director of Development Services Mary Beth Broeren.

SHORT TERM RENTALS

City Attorney Megan Zingarelli opened by sharing that she and Director of Development Services Mary Beth Broeren prepared a presentation and recommendations for Council regarding regulations of short-term rentals. City Attorney Megan Zingarelli reviewed the anticipated outline of the agenda with Council. To start with, City Attorney Megan Zingarelli shared what a short-term rental was. She explained that a short-term rental consisted of renting housing for less than thirty days. City Attorney Megan Zingarelli shared with Council that short term rentals can change the character and intent of single-family neighborhoods and apartment communities.

City Attorney Megan Zingarelli shared that there could be noise and parking disturbances as well as unavailable homes for young families to purchase. She explained that it could diminish the supply of affordable housing. City Attorney Megan Zingarelli shared that sometimes there are out-of-state owners that own properties but do not have a connection to

it resulting in lack of maintaining property. City Attorney Megan Zingarelli shared the State of STR regulations in the City of Madison.

State of STR regulation in Madison
Short-term rentals are not allowed in the city
The Zoning Ordinance is "permissive"
There is no approved use type for short-term rentals in the Zoning Ordinance or City Code
Long-term (30 + day) rentals are allowed

City Attorney Megan Zingarelli shared the general approaches to regulating STRs such as by zoning district and overlay district. She explained the "how's" such as in the city code, permitting and licensing, health and safety, and taxation. City Attorney Megan Zingarelli shared the Big 10 Cities that allow the STRs:

- Auburn
- Decatur
- Dothan
- Hoover
- Huntsville
- Mobile
- Montgomery
- Tuscaloosa

Cities that do not permit or do not currently regulate STR's

- Birmingham (proposals in review)
- Madison (not permitted)

City Attorney Megan Zingarelli shared the highlights of the Big 10 Cities that allow the STR's and shared their regulations that are currently in place. Director of Development Services Mary Beth Broeren shared a PowerPoint that shared the requirements if Council pursued the STR in the City of Madison:

Annual Permit & Business License-Floorplan and property plan
Basic safety requirements (smoke detectors, etc.)
Parking available on the property (no overnight street parking)
No special or commercial events (weddings, concerts)
Local contact person
Suspension and Revocation provisions

Director of Services Mary Beth Broeren recapped the "where and how's" the city attorney had previously discussed. Director of Development Services Mary Beth Broeren shared with Council the planning department's recommendations that included to allow STRs in neighborhood center area of TND district, mixed use zoning district, neighborhood Business (B1) district. Director of Development Services Mary Beth Broeren recommended requiring typical items previously reviewed such as local contact person, parking, permits and safety items.

She added that planning's recommendation was to not allow STRs in single family zoning districts. Director of Development Services Mary Beth Broeren specified that if single

family zoning was desired it's recommended to allow owner-occupied STRs either by right or a special exemption by the ZBA, or all STR types by special exemption. She reiterated that if it's not desired in the mentioned districts, develop a phase for existing STR's that are not allowed.

Director of Development Services Mary Beth Broeren reviewed the process and timeline to complete comprehensive updates to the Zoning Ordinance. She also reviewed the draft city code provisions. Council President Wroblewski asked Development of Services Mary Beth Broeren if she knew how many homes in the city were short term rentals. Director of Development Services Mary Beth Broeren shared that she wasn't aware of any. Council asked questions and discussed at length the pros and cons of short-term rentals.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 6:56 p.m.

Minutes No. 2026-001-RG, dated February 25th, 2026, read, approved and adopted this 9th day of March 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary



**MINUTES NO. 2026-04-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
FEBRUARY 23, 2026**

The Madison City Council met in regular session on Monday, February 23, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Council Member Billie Goodson provided the invocation followed by the Pledge of Allegiance led by Council President Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Assistant City Attorney Tim McFalls, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Wesley Baugh, Fire Chief Brandy Williams, Police Chief Johnny Gandy, City Engineer Michael Johnson, Finance Director David Lawing, Director of Human Resources Kelly Bracci, Deputy Director of Human Resources Mia Powers, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren, Director of Facilities Gerald Smith, Director of Operations and Communication Amanda Jarrett.

Public Attendance registered: Shelton Tolbert

AMENDMENTS TO AGENDA

APPROVAL OF MINUTES

MINUTES NO. 2026-03-RG DATED JANUARY 29, 2026

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

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

Motion carried.

PRESENTATIONS AND AWARDS

- A. Presentation of Certificates to 1st, 2nd, and 3rd place winners of the Arbor Day Poster contest open to Madison City 5th grade elementary students

President of the Beautification Board, Brian Goodwin announced the winners. Mayor Bartlett and Council Member Jackson presented the Arbor Day awards to the following students:

School	First Place	Second Place	Third Place
Columbia	Jenna Tait	Alexis Ogletree	Emersyn Black
Heritage	Vivian Hodges	Reina Gordon	Lincoln Stone
Horizon	Naleigh Hawkins	Zoe Norton	Ella Nichols
Madison	Genevieve Swenson	Scarlett Chester	N/A
Midtown	Charlotte Elizondo	Katie Minter	Hayato Yasudome
Mill Creek	Kayleigh Titch	Molly Templeton	Heather Novack
Rainbow	Alexis Curtis	Taylor Lyle	Eva Oxford
St. John	Andrew Schovel	Yashwin Bariwal	Eliza Creehan

- B. Presentation of Proclamation by Mayor Ranae Bartlett designating February 23, 2026 as Trash Pandas Day in the City of Madison to the General Manager of the Trash Pandas Baseball Team

Mayor Bartlett presented the proclamation to General Manager, Garrett Fahrman

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.

KIMBERLY DEALEZANDRO

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

- Lack of accessible parking at the Community Center
- Ceramics program at the Community Center

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,543,617.96
Special General Operating Accounts	\$298.42
ADEM Storm Drainage	\$1,012.50
½ Cent Capital Replacement	\$69,840.68
Gasoline Tax & Petroleum Inspection fees	\$8,784.37
Subdivision Cash Bonds	\$31,488.75
Library Building Fund	\$6,184.19
Venue Maintenance	\$156.00
Fire CPR	\$152.10
Regular and periodic bills to be paid	

Resolution No. 2026-016-R: Approving an annual Appropriation Agreement with Thrive Alabama for FY26 in the amount of \$5,000 (to be paid from General Operating account)

Resolution No. 2026-017-R: Approving an annual Appropriation Agreement with Fantasy Playhouse Children's Theater Academy for FY26 in the amount of \$5,000 (to be paid from General Operating account)

Resolution No. 2026-018-R: Approving an annual Appropriation Agreement with the United Way of Madison County for FY26 in the amount of \$12,500 (to be paid from General Operating account)

Resolution No. 2026-019-R: Approving an annual Appropriation Agreement with the U.S. Space and Rocket Center for FY26 in the amount of \$10,000 (to be paid from General Operating account)

Resolution No. 2026-020-R: Approving an annual Appropriation Agreement with Big Brothers Big Sisters of Tennessee Valley for FY26 in the amount of \$5,000 (to be paid from General Operating account)

Resolution No. 2026-074-R: Providing for the disposition of personal property of negligible value pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Resolution No. 2026-076-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065241 on an incident which occurred December 10, 2025 to a Ford F150. Public Works vehicle. The final settlement of \$6,301.55, less \$1,000 deductible (to be deposited into General Operating account)

Resolution No. 2026-092-R: Declaring surplus and providing for the disposition of one Glidescope GO, valued at \$1,400, via trade-in to Verathon, Inc.

Acceptance of \$250.15 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

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

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

Motion carried

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Visited Costco Warehouse on the first day they were officially annexed into the City and bought a membership.
- Received a positive email regarding employee, Cory Buruss, explaining the great lengths he went through to help a family reunite with their cat
- Thanked City employee, Samantha Maguson for taking the lead on the "Ask the City" event

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Madison Public Library has a new program called Kanopy-a free streaming service for movies and books
- Thanked Dr. Nichols for inviting her to the most recent Rotary Club meeting
- Attended Jeff's Bagel Run, a new bagel store in Madison on County Line Rd.
- There will be a Work Session held on Wednesday, February 25th at 5:30pm with one topic- Short term rentals

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Thanked Mary Beth, her team, and other City employees for helping him to better understand how things run so he can respond correctly to different needs around the City
- Congratulated General Manager of the Trash Pandas, Garrett Fahrman on the proclamation

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Reflected on his first 100 days in office
- Enjoyed speaking with the public at the first "Ask the City" event that took place on Friday

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Commented that the Trash Pandas have the highest caliber baseball players that play in our very own stadium, and encouraged families to go watch games

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thanked employees David Lawing and Kelli Bracci for working so hard and doing extra research to help come up with ways to improve
- Shoutout to Chairman Mac McCutcheon for being such a true, servant leader in our community and state

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Attended the Huntsville Chinese Association's Lunar New Year Celebration, and thanked the association for asking the City to be a part of it

- Thanked the Madison History Association for putting on the Civil Rights Journey event at the Madison Public Library
- Madison Senior Center has a travel club with nine travel events that are coming up this year

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Congratulated the Arbor Day poster winners
- Madison Arts Alliance is holding a reception for an exhibition of work by Jourdan McGowen on Saturday, February 28th at 2pm at Madison Public Library

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO 2026-067-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC., FOR APPRAISAL OF PROPERTIES INVOLVED IN PROJECT 22-008 BRADLEY STREET IMPROVEMENTS (\$16,800.00 TO BE PAID FROM FUND 38)

Council Member Bier moved to approve Resolution No. 2026-067-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-079-R: ACCEPTANCE OF BARNETT'S CROSSING PHASE 2 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Bier moved to approve Resolution No. 2026-079-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-080-R: ACCEPTANCE OF BARNETT'S CROSSING PHASE 3B INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Goodson moved to approve Resolution No. 2026-080-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-081-R: ACCEPTANCE OF MADISON BRANCH PHASE 2A INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member White moved to approve Resolution No. 2026-081-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-087-R: AUTHORIZING AN AGREEMENT WITH INTERGRAPH IMPROVED PROPERTIES, LLC, FOR DIVISION OF UTILITY BILLS FOR THE PUBLIC SAFETY ANNEX LOCATED AT 23 LUDIE RICHARD DRIVE

Council Member Bier moved to approve Resolution No. 2026-087-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2026-068-R: APPROVAL OF POSITION CHANGE FROM COMMUNICATIONS AND EXTERNAL AFFAIRS OFFICER TO SENIOR COMMUNICATIONS AND EXTERNAL AFFAIRS OFFICER IN THE MAYOR'S OFFICE

Council Member Goodson moved to approve Resolution No. 2026-068-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-069-R: AUTHORIZING A CHANGE TO THE JOB CLASSIFICATION PLAN (PARKS & RECREATION DEPARTMENT)

Council Member Lessmann moved to approve Resolution No. 2026-069-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-070-R: PROPOSING A MERIT-BASED PROGRAM FOR CITY EMPLOYEES

Council Member Lessmann moved to approve Resolution No. 2026-070-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-073-R: AUTHORIZING A CHANGE TO THE JOB CLASSIFICATION PLAN (POLICE DEPARTMENT)

Council Member Lessmann moved to approve Resolution No. 2026-073-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-077: AUTHORIZING AMENDMENT TO POLICY 3 ENTITLED "SERVICE CATEGORIES AND EMPLOYMENT STATUS" OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING 02/09/2026)

Council Member Lessmann moved to approve Resolution No. 2026-077-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-085-R: TO APPROVE THE DIRECTOR OF OPERATIONS & COMMUNICATIONS JOB DESCRIPTION FOR THE MAYOR'S OFFICE.

Council Member White moved to approve Resolution No. 2026-085-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

INFORMATION TECHNOLOGY

RESOLUTION NO. 2026-088-R: AUTHORIZING THE PURCHASE OF ONE (1) 2026 CHEVROLET SILVERADO 1500 CREW CAB 2WD FROM MCSWEENEY AUTO GROUP THROUGH STATE BID CONTRACT NO. MA24000004917 IN THE AMOUNT OF \$40,407.15 (TO BE PAID FROM FUND 12)

Council Member Bier moved to approve Resolution No. 2026-088-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2026-082: AUTHORIZING AMENDED AND RESTATED LEASE, LICENSE, AND MANAGEMENT AGREEMENT WITH BALLCORPS, LLC (FIRST READING)

This is a first reading

PROPOSED ORDINANCE NO. 2026-083: AMENDING CHAPTER 10 OF THE MADISON CITY CODE PERTAINING TO DISTRIBUTION OF LODGING TAX PROCEEDS (FIRST READING)

This is a first reading

PLANNING

PROPOSED ORDINANCE NO. 2026-059: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 52 GREEN CREEK ROAD, LOT 149 OF GREENBRIER WOODS PHASE II SUBDIVISION (FIRST READING)

This is a first reading

PROPOSED ORDINANCE NO. 2026-075: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 480 PRODUCTION AVENUE, LOT 1 OF PUTMAN'S INDUSTRIAL PARK, 4TH ADDITION (FIRST READING)

This is a first reading

PUBLIC WORKS

RESOLUTION NO. 2026-089-R: AWARDED BID NO. 2026-003-ITB FOR THE PURCHASE OF CRUSHED STONE AND AGGREGATE BASE TO GRAYSON CARTER & SON CONTRACTING, INC., FOR THE AMOUNTS SPECIFIED IN THE BID SUBMISSION (TO BE PAID FROM PUBLIC WORKS BUDGET)

Council Member Jackson moved to approve Resolution No. 2026-089-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Work Session announced by Council President Wroblewski for February 25th at 5:30pm

ADJOURNMENT

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

The meeting was adjourned at 6:50 p.m.

Minutes No. 2026-04-RG, dated February 23, 2026, read, approved and adopted this 9th day of March 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

PROCLAMATION
WOMEN OWNED BUSINESS DAY

WHEREAS, Women own nearly 13 million firms in the United States, employing more than 9.4 million workers and generating more than 1.9 trillion dollars in sales as of 2019; and

WHEREAS, between 2014 and 2019, the number of women-owned businesses climbed 21% to a total of nearly 13 million.

WHEREAS, Alabama ranks 15th in the Nation of women owned businesses with a growth rate of 42%; and

WHEREAS, Alabama has an estimated 153,000 women owned firms, employing just over 111,000 people with combined sales of \$19 billion; and

WHEREAS, City of Madison had 1,399 women owned firms as of 2012; and

WHEREAS, March is recognized as Women in History month; and

WHEREAS, City of Madison values entrepreneurial businesses and seeks to celebrate growth in business ownership among women in the community

NOW, THEREFORE,

I, Ranae Bartlett, Mayor of the City of Madison, do hereby proclaim the day of

MARCH 30, 2026

As

WOMEN OWNED BUSINESS DAY

in the City of Madison, Alabama.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 9th day of March, 2026.

Ranae Bartlett, Mayor

RESOLUTION NO. 2026-021-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH GRANDPARENTS AS PARENTS 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 Grandparents As Parents for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 26.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 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 **Grandparents As Parents** (hereinafter “**GAP**”) 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, GAP will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that GAP shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to GAP the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. GAP pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, GAP 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 GAP.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by GAP 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 GAP, nor shall GAP 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, GAP 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 GAP and that officers, employees, and any other agents of GAP are not nor shall they be deemed to be officers, employees, or agents of the City.
7. GAP 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. GAP 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 GAP may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. GAP 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.

GRANDPARENTS AS PARENTS

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 Grandparents As Parents 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

Grandparents As Parents operates in Madison with the help of a few dedicated volunteers who distribute donations from their homes or make direct deliveries to other Caregivers. While this grassroots model has been effective in reaching Grandfamilies, it underscores the need for a more structured and consistent local presence.

With City Funding GAP is poised to formalize and expand operations by:

Launching monthly in-person support and advocacy meetings for kinship caregivers.

Offering educational workshops and personalized support plans.

Potential establishing a food and clothing closet within the city if space allows.

Collaborating with existing Grandparent support groups already active in Madison City Schools to provide enhanced programming and structured outreach.

Monthly support meeting supplies, printed materials, facilitation costs for in-person Grandfamily support meetings at local venues.

Advocacy and Education Services, Development and Delivery of advocacy support and educational programming tailored to Kinship Caregivers.

Marketing and Communication flyers and social media promotion for community engagement to raise awareness and connect with more families in need.

RESOLUTION NO. 2026-022-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH FOOD BANK 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 Food Bank of North Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 26.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 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 **Food Bank of North Alabama** (hereinafter “**FBNA**”) 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, FBNA will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that FBNA shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to FBNA the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. FBNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, FBNA 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 FBNA.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by FBNA 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 FBNA, nor shall FBNA 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, FBNA 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 FBNA and that officers, employees, and any other agents of FBNA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. FBNA 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. FBNA 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 FBNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. FBNA 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.

FOOD BANK OF NORTH ALABAMA

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 Food Bank of North ALabama 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

Food Bank of North Alabama has been providing necessary food assistance to the North Alabama community for 41 years.

Our agency partners include faith-based food pantries and soup kitchens, domestic violence shelters, shelters for the unhoused, rehabilitation centers, and senior centers.

The Food Bank collaborates directly with schools to provide food for students experiencing food insecurity through in-school pantries and mobile pantries.

The Food Bank also works directly with healthcare providers to help clinics guide patients toward food choices that promote preventative care for conditions such as heart disease and diabetes by ensuring access to healthy nutritious foods.

RESOLUTION NO. 2026-098-R

AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A POLICE VEHICLE (CLAIM NO. 065307CD)

WHEREAS, on August 25, 2025, at approximately 5:30 a.m., a loss to a police vehicle, upon the best knowledge of insured, was caused by a collision with another vehicle.

WHEREAS, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison’s insurance provider, has submitted an insurance payment to the City of Madison in the amount of \$37,815.24 with a deductible of \$1,000.00.

NOW THEREFORE BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$37,815.24 with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for the said collision, \$36,815.24. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2026

Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2024
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

065307CD
ADJUSTER FILE NUMBER
065307CD
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2023, Ford, Explorer, 1FM5K8AB6PGB12555

DATE OF LOSS CAUSE: A loss occurred on the 25th day of August, 2025, about the hour of 530 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV/OV collision.

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

VALUE (If a total loss) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$37,815.24
WHOLE LOSS DEDUCTIBLE AMOUNT THE deductible provision applicable to this loss \$1,000.00

SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$36,815.24

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

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

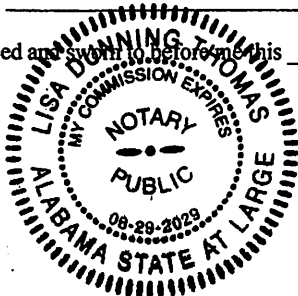
STATEMENTS OF INSURED: The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the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

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

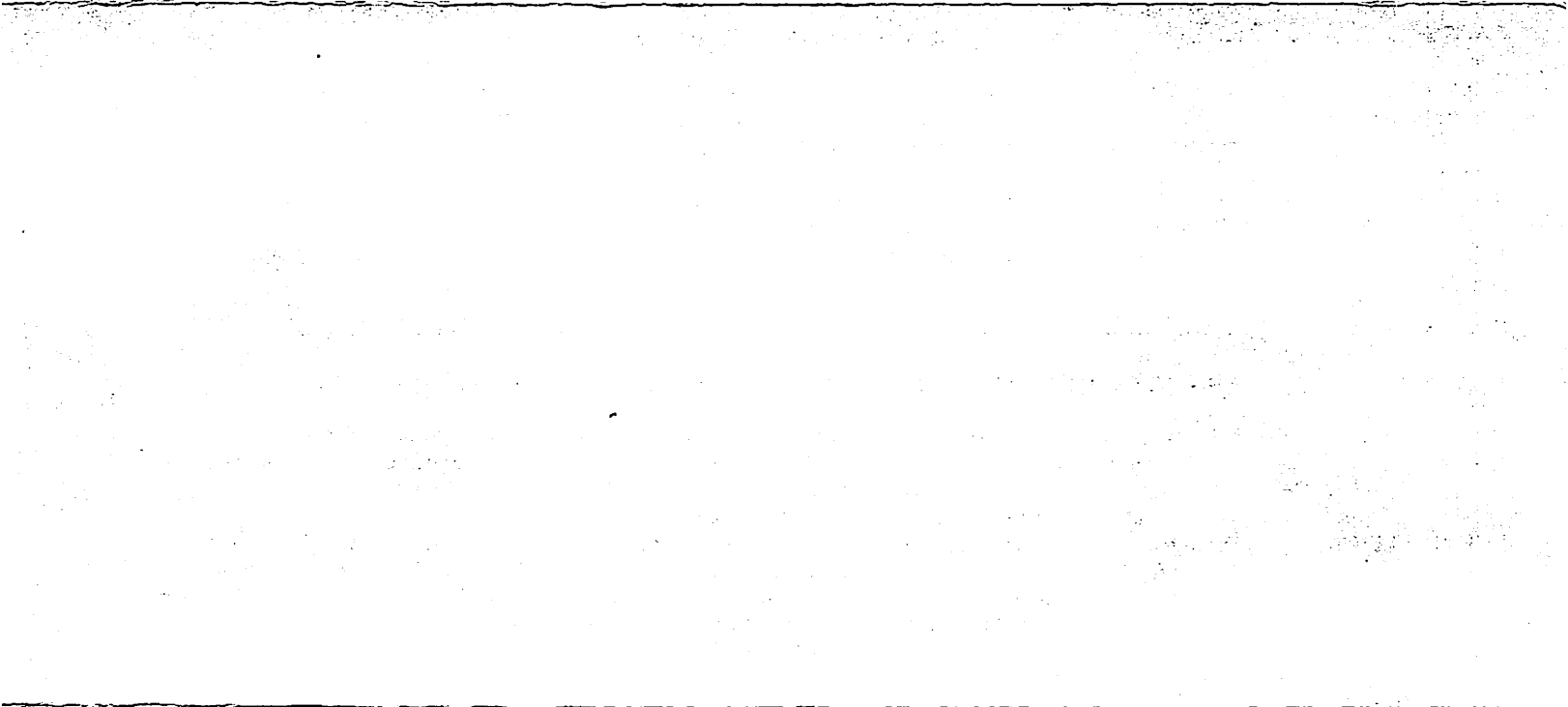
*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date: 2-5-2026 Signature: Rena Bartlett

Witness: Subscribed and sworn to before me this 5th day of February, 2026



Signature: Lisa Dunning
NOTARY PUBLIC



RESOLUTION NO. 2026-097-R

A RESOLUTION DESIGNATING VOTING DELEGATE TO THE ALABAMA LEAGUE OF MUNICIPALITIES ANNUAL CONVENTION

WHEREAS, the Annual Convention of the Alabama League of Municipalities (ALM) will be held on April 28-May 1, 2026, in Montgomery, Alabama; and

WHEREAS, the membership's Annual Business Meeting will be held on April 30, 2026, in which each member municipality shall have one vote on any issue voted on during the meeting and that vote may only be cast by the delegate authorized by the governing body of the member municipality; and

WHEREAS, the ALM Constitution requires voting delegates to be elected municipal officials; and

WHEREAS, Maura Wroblewski, City Council President, will not be in attendance and is Recommending Council Member Alice Lessmann to be designated as the official voting delegate for the City of Madison, Alabama.

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

Section 1. Council Member Alice Lessmann is designated as the official voting delegate for the City of Madison ALM Annual Business Meeting on April 30, 2026, in Montgomery, Alabama.

Section 2. Council Member Kenneth Jackson is designated 1st Alternate Voting Delegate, to represent the City should voting delegate Council Member Alice Lessmann be unable to vote.

Section 3. This resolution shall become effective immediately upon its adoption and approval.

READ, APPROVED, and ADOPTED this 9th day of March 2026.

ATTEST:

Maura Wroblewski, City Council President
City of Madison, Alabama

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

APPROVED this ____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

VOTING DELEGATE AUTHORIZATION FORM

The City or Town Council must select the voting delegates, and this form must be completed and returned to the **Alabama League of Municipalities on or before April 13, 2026**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Thursday, April 30, 2026, at 4:00 p.m.**

The League Constitution **REQUIRES** that Voting Delegates and Alternates be Elected Municipal Officials and they must be selected by a vote of the City or Town Council.

Deadline to submit completed form is April 13, 2026!

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on April 30, 2026.

Please print the requested information

1. **Voting Delegate:** ALICE LESSMANN
Name

MADISON City Council Member DISTRICT 5
Title

2. **1st Alternate Voting Delegate:** Votes only in absence of Voting Delegate

KENNETH JACKSON
Name

MADISON City Council Member DISTRICT 7
Title

3. **2nd Alternate Voting Delegate:** Votes only in absence of Voting Delegate & 1st Alternate

N/A
Name

Title

Voted on by the City or Town Council on this the _____ day of _____, 2026

Form Completed by: MAURA WRÓBLEWSKI Council President
(Please Print) Name Title

MADISON, AL 2-17-26
City/Town Date

Return form to: Alabama League of Municipalities
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to
DPascal@almonline.org

ALICE LESTER

MADISON CITY BOARD MEMBER DISTRICT 2

KENNETH JACKSON

MADISON CITY BOARD MEMBER DISTRICT 7

AM

MARA BISHOP

MADISON, AL

RESOLUTION NO. 2026-108-R

**AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS
BUDGET FOR A SELF-SERVE KIOSK TO BE LOCATED
AT THE TOWN MADISON WELLNESS CENTER**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City’s budget; and

WHEREAS, the City Council finds that an expenditure of public funds to provide funding for the purchase of a self-serve kiosk for first responder access at the Town Madison Wellness Center meets a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure of five thousand two hundred ninety-five dollars (\$5,295), is authorized from the Council Special Projects budget for the above-described purchase, and the Parks and Recreation Department is authorized to pay the annual recurring fee of six hundred dollars (\$600), subject to annual Council funding approval.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

Prepared For: Madison Park & Rec

Madison, AL

Contact Name: Christina Cox, Administrative Supervisor / MARS Coordinator**Contact Email:** Christina.Cox@madisonal.gov**Contact Phone:** 256-772-6244**Prepared By:** April Leafey (Sales Account Manager)**Email:** aprill@vermontsystems.com**Toll Free:** 877-883-8757**Direct Phone:** 802-276-5330**Explanation of Quote:** Hardware - Alfred Kiosk Counter Top Model**Notes:** All Vermont Systems invoices paid via credit card will have a 3% processing fee applied.

Services (recurring)	Qty	Unit Price	Monthly	Price
Software Subscription				
Per Kiosk Fee †(8)	1	\$50.00	\$50.00	\$600.00
				Tax: \$0.00
				Total: \$600.00

Hardware & Supplies	Qty	Unit Price	Price
Kiosks			
Alfred 1 Counter Top, Middle, RP700 40 Col Printer, 2D BC Scanner †(11)	1	\$1,450.00	\$1,450.00
Alfred I/II Bar Code Scanner Configuration for VSI	1	\$0.00	\$0.00
Alfred I/II Screen, Top, Windows 11, 21.5" †(15)	1	\$2,500.00	\$2,500.00
Alfred I/II Payment Bracket Kit †(16)	1	\$135.00	\$135.00
			Shipping (FOB Origin): \$260.00
			Tax: \$0.00
			Total: \$4,345.00

Training & Expenses	Qty	Unit	Unit Price	Price
Remote Setup/Training Time (estimated)	2.0	Hour	\$175.00	\$350.00
				Tax: \$0.00
				Total: \$350.00

TOTALS:

Services (recurring) (prorated year 1)	\$600.00
Hardware & Supplies	\$4,345.00
Training & Expenses	\$350.00
Total:	\$5,295.00

For planning purposes, the annual recurring cost will be: \$600.00

† **Footnotes:**

8 The per kiosk fee is applied to each individual setup. The kiosk will allow for pass visit processing to include member swipe or manual login, display available passes and visit purpose.

Requirements: RecTrac version 3.1.10.02 and the use of a Concurrent User per kiosk.

Hardware sold separately.

11 Alfred I Counter Top Kiosk, RP700 AC Power On, 2D Barcode Scanner, small plate included, no stand option. 5 year standard depot warranty. Product may be returned within 30 days of sale with valid RMA number

These orders may take up to 90 days to deliver depending on availability.

15 A7, 4 GB RAM, PCT, 128G M.2 (C), 1920 x 1080, No MSR, Win 11 IOT Entry 2024 64, No Base. Hardwired internet connection. 5 year standard depot warranty.

Product may be returned within 30 days of sale with valid RMA number

These orders may take up to 90 days to deliver depending on availability.

16 Payment Bracket kit/AD-215/Black/GP (COMPATIBLE WITH INGENICO IPP-320, IUC-285; VERIFONE VX-805A). Template available upon request.

Product may be returned within 30 days of sale with valid RMA number

These orders may take up to 90 days to deliver depending on availability.

(optional item)

PROPOSED ORDINANCE NO. 2026-024

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

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *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 R-1A (Low Density Residential District):

LIMESTONE COUNTY

LOT 41, MORRIS ESTATES, ADDITION 1, PLAT BOOK E, PAGE 57 & LOTS 42-43 MORRIS ESTATES, ADDITION 3, PLAT BOOK F, PAGE 29

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

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

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

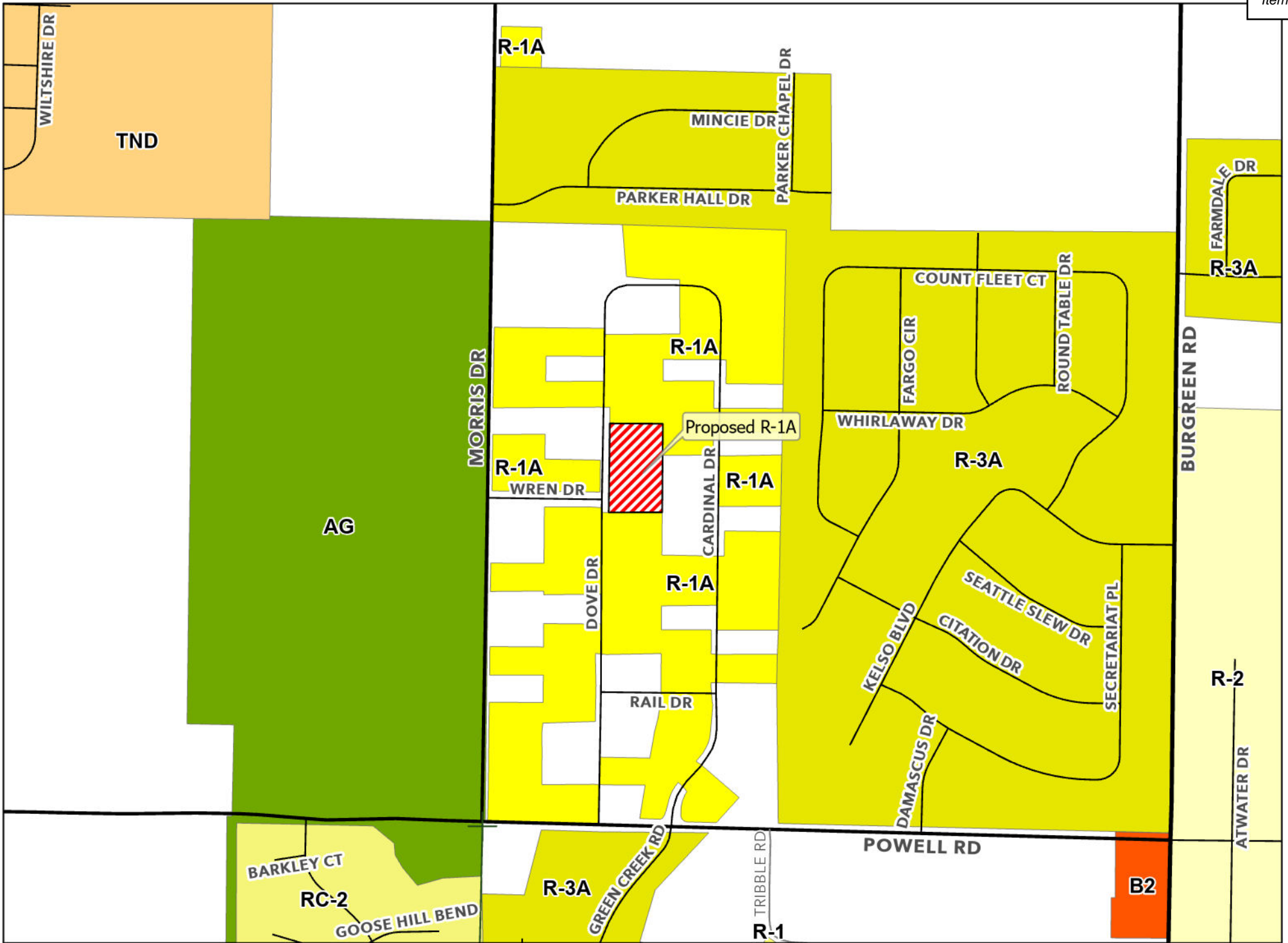
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

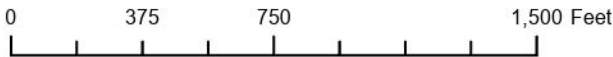
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Zoning to R-1A



RESOLUTION NO. 2026-099-R

APPROVING A LOUNGE RETAIL LIQUOR – CLASS II LICENSE FOR COSTCO WHOLESALE CORPORATION, D/B/A COSTCO WHOLESALE

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Lounge Retail Liquor – Class II License to **Costco Wholesale Corporation**, doing business as **Costco Wholesale**, which has applied for said license for its location at 8094-B Highway 72 West; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Lounge Retail Liquor – Class II License to **Costco Wholesale Corporation**, for its 8094-B Highway 72 West, location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Lounge Retail Liquor – Class II License to **Costco Wholesale Corporation**, doing business as **Costco Wholesale**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Costco Wholesale Corporation

Business Name: Costco Wholesale

Business Location: 8094 B Highway 72 W & 8094 Highway 72 W

Mailing Address: PO Box 35005, Seattle, WA 98124

Phone: _____

APPLICATION FEE:

Date Paid: 2/16/26 Amount: \$100 Receipt #: 9924

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 2/10/2026

Background Check: Approved Disapproved

Check Completed By: _____ Title _____

Date Completed: _____

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 2-19-2026

FIRE DEPARTMENT APPROVAL:

Letter Sent: 2/10/2026

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 2/19/26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 2/10/2026

Date Placed: 2/10/2026 Newspaper: 2/18/2026

Publication Fee Paid: \$368

Date Paid: 2/6/2026 Receipt #: 9725 & 9726

Date of Public Hearing: 3/9/2026

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

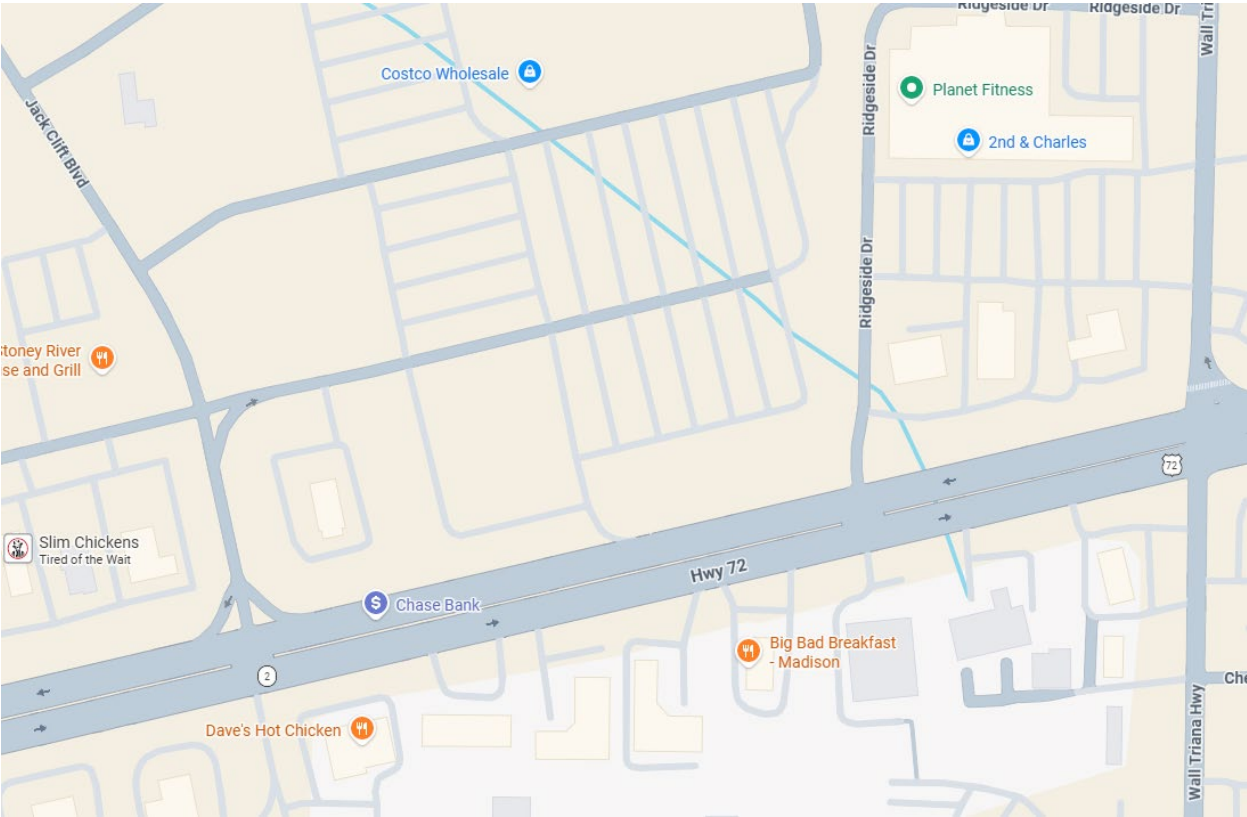
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2026-100-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR COSTCO WHOLESALE CORPORATION D/B/A COSTCO WHOLESALE FOR ITS LOCATION AT 8094 HIGHWAY 72 WEST

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 **Costco Wholesale Corporation**, doing business as **Costco Wholesale**, which has applied for said license for its location at 8094 Highway 72 West; and

WHEREAS, the Revenue Director has received written approval for the application of **Costco Wholesale Corporation**, 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 **Costco Wholesale Corporation**, for its 8094 Highway 72 West, 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 **Costco Wholesale Corporation**, doing business as **Costco Wholesale**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 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 March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Costco Wholesale Corporation

Business Name: Costco Wholesale

Business Location: 8094 B Highway 72 W & 8094 Highway 72 W

Mailing Address: PO Box 35005, Seattle, WA 98124

Phone: _____

APPLICATION FEE:

Date Paid: 2/16/26 Amount: \$100 Receipt #: 9724

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 2/10/2026

Background Check: Approved Disapproved

Check Completed By: _____ Title _____

Date Completed: _____

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 2-19-2026

FIRE DEPARTMENT APPROVAL:

Letter Sent: 2/10/2026

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 2/19/26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 2/10/2026

Date Placed: 2/10/2026 Newspaper: 2/18/2026

Publication Fee Paid: \$368

Date Paid: 2/6/2026 Receipt #: 9725 & 9726

Date of Public Hearing: 3/9/2026

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

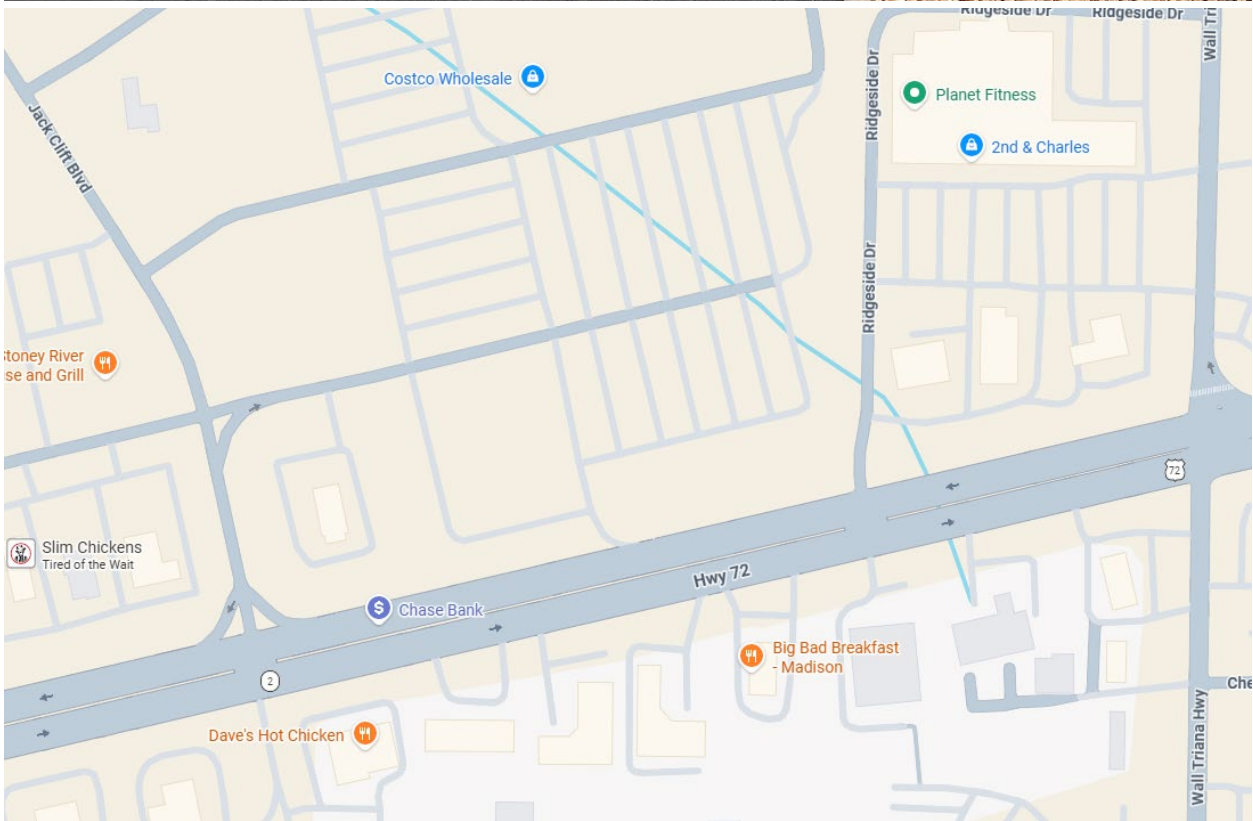
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2026-091-R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a services agreement with S&ME, Inc., for environmental consulting services for FY 2026 outfall inspections and illicit discharge screening of the City’s municipal storm sewer system (“MS4”), in accordance with the proposal and corresponding agreement attached hereto and incorporated by reference (the “Agreement”), and that the City Clerk-Treasurer is hereby authorized to attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to S&ME, Inc. in a total amount not to exceed Seventeen Thousand Nine Hundred Thirty Dollars (\$17,930.00) to be paid from the Engineering Stormwater Budget – Fund 11.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 9th day of March 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 March 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 S&ME, Inc., located at 360D Quality Circle NW, Suite 450, Huntsville, Alabama 35806, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional environmental consulting services to be performed for FY2026 outfall inspections and illicit discharge screening; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional environmental consulting services for FY2026 outfall inspections and illicit discharge screening, said services to be administered according to Consultant’s proposal dated February 13, 2026 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed Seventeen Thousand Nine Hundred Thirty Dollars (\$17,930.00), payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral

understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*S&ME, Inc.
360D Quality Circle NW, Suite 450
Huntsville, AL 35806*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

**S&ME, Inc.
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ for S&ME, Inc., is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public



February 13, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services**
FY2026 Outfall Inspections and Illicit Discharge Screening
City of Madison Municipal Separate Storm Sewer System
Madison, Madison County, Alabama
NPDES Permit ALS000014
S&ME Proposal No. 25820114

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to outfall inspections for the City of Madison Municipal Separate Storm Sewer System (MS4). This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

◆ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison MS4 was issued to the City of Madison with an effective date of November 1, 2020. NPDES Permit ALS000014 currently covers all urbanized areas within the corporate boundaries of the City of Madison.

Part II.B.3 of the individual Phase II NPDES Permit requires the City of Madison to conduct dry-weather screening of all major outfalls at least once every five years. The Madison MS4 Storm Water Management Program Plan (SWMPP), dated May 2023 requires screening of major outfalls in Priority Areas once every three years.

The initial round of outfall identification and screening conducted between Fiscal Year (FY) 2015 and FY2018 identified a total of 739 outfalls within the City of Madison. The second round of outfall inspections conducted between FY2019 and FY2023 identified a total of 797 outfalls within the City of Madison. The third round of outfall inspections will be conducted between FY2024 and FY2028. A map showing the areas delineated for inspection each fiscal year is attached as Figure 1.

The area identified for inspection during FY2026 corresponds to the area previously inspected during FY2021. The FY2021 inspections identified 170 outfalls to the Madison MS4, 14 of which are classified as major outfalls. A map showing the outfalls inspected during the 2021 fiscal year is attached as Figure 2. No sensitive/priority outfalls are located within the FY2026 area.



S&ME understands the City of Madison is requesting that S&ME perform inspections and screening on the 14 major outfalls previously identified within the FY2026 inspection area and on new outfalls constructed in the FY2026 inspection area since FY2021.

◆ Scope of Services

Outfall Inspections – Previously-Inspected Outfalls

S&ME will perform inspections and dry-weather IDDE screening on the 14 previously-inspected major outfalls within the FY2026 screening area, as shown on the attached Figure 2. S&ME personnel will inspect each existing major outfall and record the following data:

1. Outfall condition
2. Surrounding land use
3. Pictures of the outfall, with outfall identification shown in the picture
4. Changes to conveyance type, size, material, or shape

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

Outfall Inspections – New Outfalls

S&ME will perform inspections and dry-weather IDDE screening for known new outfalls (major or minor) constructed within the FY2026 screening area after the FY2021 inspection activities and identified during City activities (e.g., plan review, final inspection, complaint resolution, etc.). To locate the known new outfalls, S&ME will require coordinates or other location data from the City of Madison.

If a previously-unidentified outfall is observed during the FY2026 outfall inspections, S&ME will also perform inspection and dry-weather IDDE screening for that outfall.

S&ME personnel will inspect each newly-constructed or newly-identified outfall and record the following data:

1. Outfall coordinates
2. Conveyance type (ditch, culvert, pipe, etc.)
3. Conveyance shape
4. Conveyance size (pipe diameter, ditch width and depth, box culvert dimensions, etc.)
5. Conveyance material (RCP, PVC, CMP, etc.)
6. Outfall condition
7. Outfall elevation
8. Surrounding land use
9. Pictures of the outfall, with outfall identification shown in the picture



S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

Following the completion of the FY2026 outfall inspection activities, S&ME will evaluate each newly-identified outfall within the FY2026 screening area to determine if it is a major or minor outfall as defined in the 2020 MS4 permit. To complete the classification activities, S&ME may require information on zoning, storm sewer mapping, and drainage basins from the City.

Dry-Weather Field Screening

If dry-weather flow is observed at an inspected outfall, S&ME personnel will evaluate the physical indicators of the discharge. S&ME personnel will also perform field screening for the following parameters using portable meters or kits:

- Ammonia
- Chlorine
- pH
- Temperature

Laboratory Analysis

If the initial field observations or field screening results indicate a suspect discharge, field crews will collect samples to be analyzed for the following parameters:

- Ammonia
- Fluoride
- Total Phosphorous
- Potassium
- MBAS (Surfactants) / Detergents

Samples collected for laboratory analysis will be containerized in laboratory-supplied containers, labeled, and placed in a cooler with ice. New disposable latex or Nitrile gloves will be used when transferring samples to containers. Samples will be shipped or delivered to a qualified laboratory under chain-of-custody. Please note that the detergents/surfactants analysis has a 48-hour laboratory hold time.

Reporting

S&ME will provide the completed field sheets, the GIS project file showing outfall locations and stream lines, photos, laboratory analytical reports, and additional information collected during the outfall inspections to the City of Madison ADEM Compliance Manager for entry into the City's GIS database. The collected information and laboratory analytical reports will be provided following the end of each phase of field activities.

If an illicit discharge is identified based on laboratory analysis, the collected information for the outfall will be submitted to the City of Madison ADEM Compliance Manager following receipt of the analytical results by S&ME.



If an obvious illicit discharge is encountered during field activities, the ADEM Compliance Manager will be notified at the time of the inspection.

Summary Letter

S&ME will provide a summary letter of assessment activities, outfall inspections, laboratory analysis, and field sheets following completion of field assessment activities.

◆ **Client Responsibilities**

To perform the Scope of Services listed above, S&ME will require the following:

- Site access and notification of the public where necessary
- Delineated catchment areas for each outfall in GIS shapefile format (if available)
- Storm sewer mapping in GIS shapefile format
- Zoning maps in GIS shapefile format
- Coordinates of new outfalls identified during City activities (e.g., plan review, final inspection, complaint resolution)

◆ **Excluded Services**

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Plan review to locate outfalls not previously identified during the FY 2021 screening
- Investigation of potential illicit discharges
- Corrective actions and/or enforcement measures
- Survey of existing storm water infrastructure or features other than outfalls
- Data entry into the City of Madison GIS

◆ **Schedule**

S&ME anticipates that field activities will take approximately three days to complete; however, the total time necessary to perform the outfall inspection services may vary due to field conditions, the number of newly-constructed outfalls identified by the City, the number of suspect illicit discharges screened, the number of samples collected, and the time of year. Given the short hold time for some of the laboratory analyses, field activities will not be conducted on Fridays. Due to the requirement that outfall inspection activities be conducted during extended periods of dry weather, field activities may be spread out into multiple phases over several weeks.



S&ME will notify the City of Madison ADEM Compliance Manager prior to each phase of field activities. Following the completion of each phase, S&ME will update the ADEM Compliance Manager on the number of outfalls inspected, the number of samples collected, and the number of suspected illicit discharges.

◆ Compensation

Compensation for our services will be based on the actual time and expenses incurred in accordance with the attached Fee Schedule. Based on our understanding of the scope of services outlined above, S&ME estimates the following budget:

Activity	Budget	No. Units	Total
Outfall Inspections (Major and New Only)	\$3,440 per day	3 days	\$10,320
Suspect Discharge Field Screening	\$180 per outfall	3 outfalls	\$540
Suspect Discharge Laboratory Analysis	\$390 per outfall	3 outfalls	\$1,170
Reporting and Summary Letter	\$5,900	1 submittal	\$5,900
TOTAL ESTIMATED BUDGET			\$17,930

Please note that the total estimated budget assumes no more than three dry-weather flows and no more than three suspect discharges will be encountered during stream walking activities. The actual numbers of flows screened and/or sampled may vary.

The total proposed budget will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office in the self-addressed stamped envelope. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.



Environmental Consulting Services
FY2026 Outfall Inspections and Illicit Discharge Screening
NPDES Permit ALS000014
S&ME Proposal No. 25820114

◆ Closing

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City of Madison and S&ME. Use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME.

S&ME appreciates the opportunity to offer our services to the City of Madison for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

Handwritten signature of Sarah L. Yeldell in blue ink.

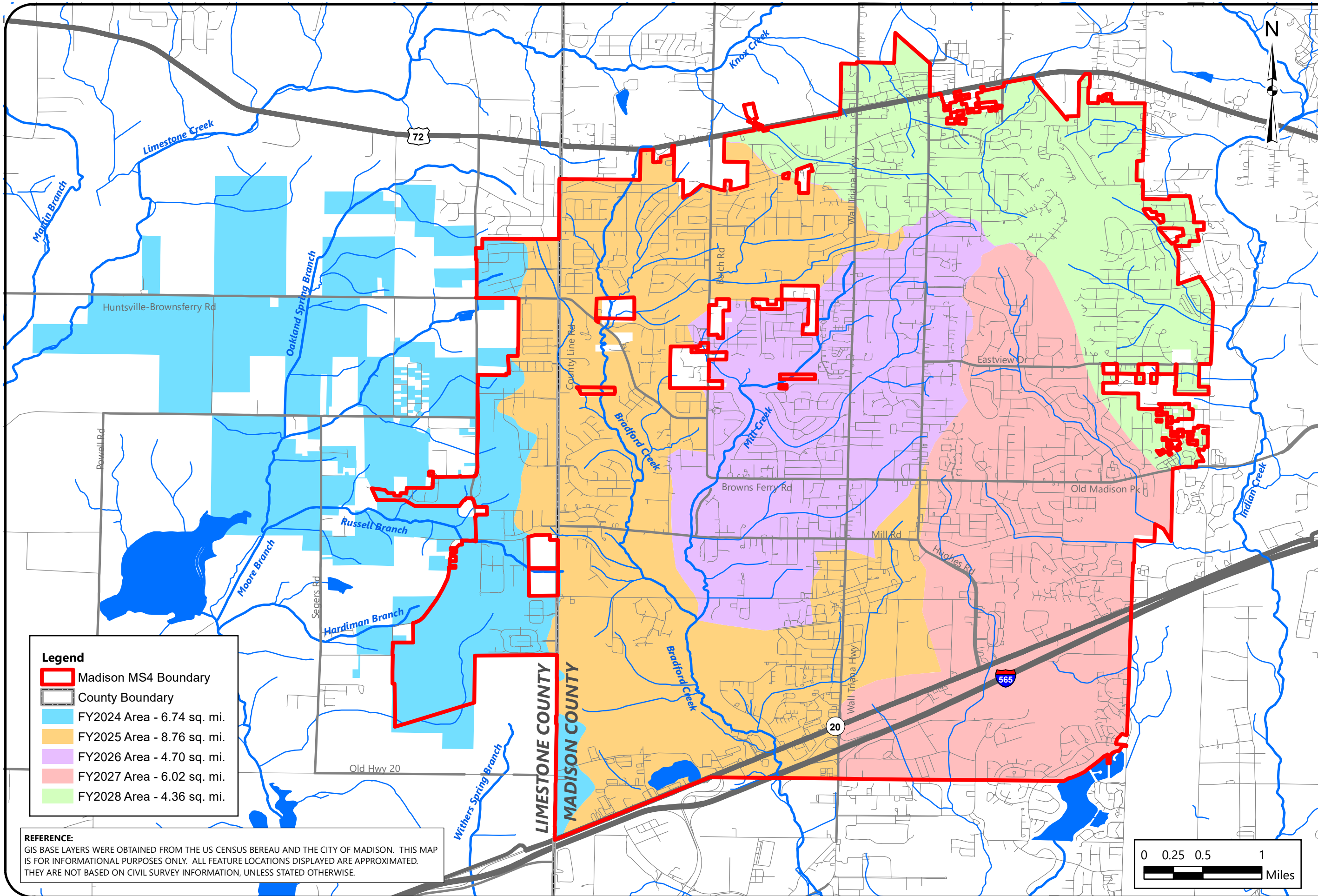
Sarah L. Yeldell, P.E.
Project Engineer

Handwritten signature of Deborah J. Jones in blue ink.

Deborah J. Jones, P.E.
Senior Engineer

Attachment: Figure 1 Outfall Inspection Schedule (FY2024-FY2028)
Figure 2 FY2026 Outfall Inspection Area
Environmental Services Fee Schedule
Agreement for Services (AS-071)

Attachments



Legend

- Madison MS4 Boundary
- County Boundary
- FY2024 Area - 6.74 sq. mi.
- FY2025 Area - 8.76 sq. mi.
- FY2026 Area - 4.70 sq. mi.
- FY2027 Area - 6.02 sq. mi.
- FY2028 Area - 4.36 sq. mi.

REFERENCE:
 GIS BASE LAYERS WERE OBTAINED FROM THE US CENSUS BUREAU AND THE CITY OF MADISON. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

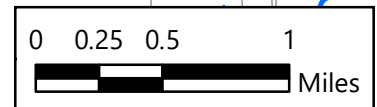


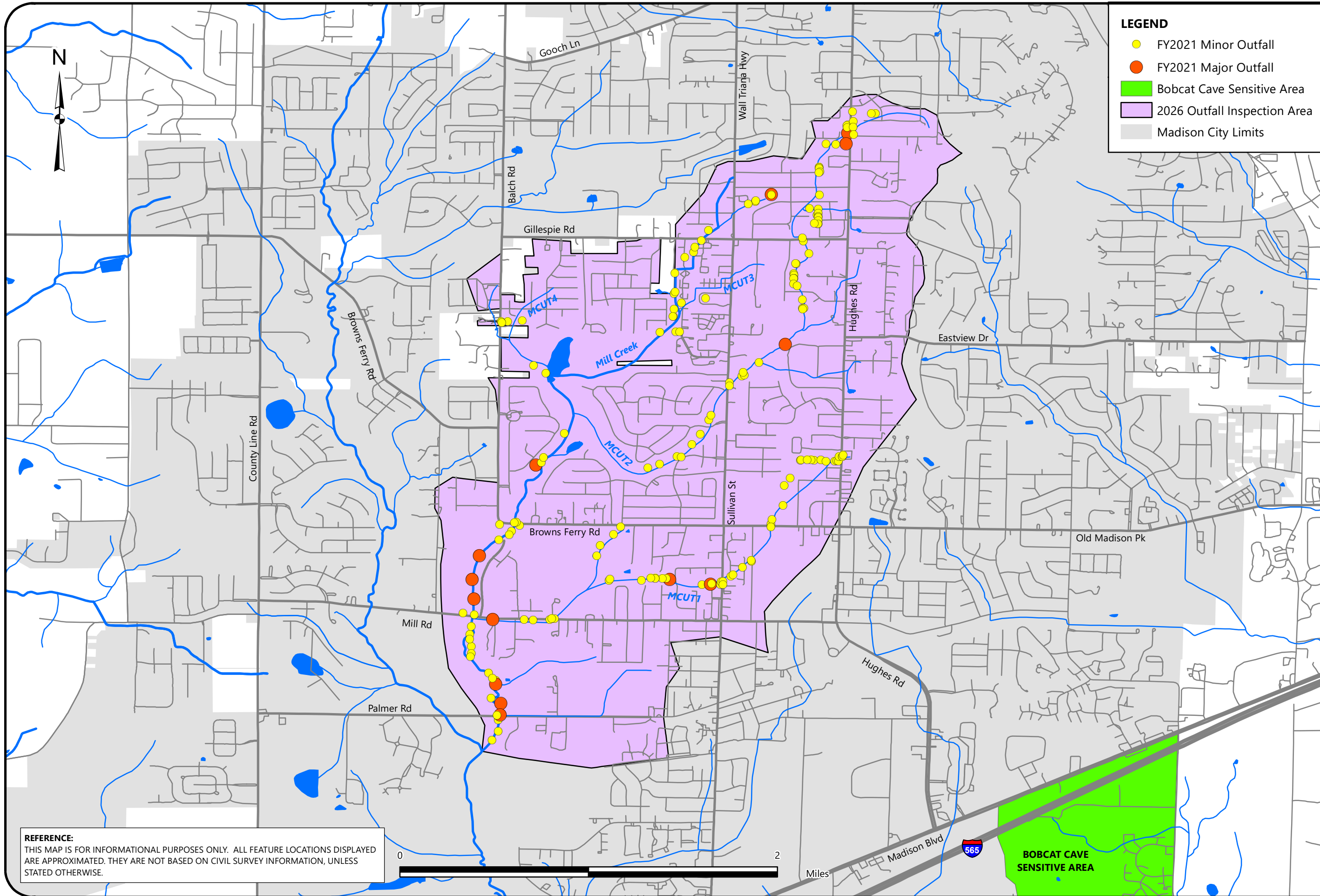
OUTFALL INSPECTION SCHEDULE - FY2024 TO FY2028

CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM
 NPDES PERMIT NO. ALS000014

SCALE:
1:48,000
 DATE:
12/1/2025
 PROJECT NUMBER
25820114
 FIGURE NO.

7





LEGEND

- FY2021 Minor Outfall
- FY2021 Major Outfall
- Bobcat Cave Sensitive Area
- 2026 Outfall Inspection Area
- Madison City Limits



PROPOSED FY2026 OUTFALL INSPECTION AREA

MUNICIPAL SEPARATE STORM SEWER SYSTEM
CITY OF MADISON, ALABAMA

SCALE:
1:30,000

DATE:
12/1/2025

PROJECT NUMBER
25820114

FIGURE NO.

2

REFERENCE:
THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



Environmental Services 2025 Unit Rate Fee Schedule

LABOR CATEGORY	UNIT	RATE
Principal Engineer, Geologist, Scientist (P6)	per hour	\$260.00
Senior Engineer, Geologist, Scientist (P5)	per hour	\$225.00
Project Engineer, Geologist, Scientist (P4)	per hour	\$190.00
Project Engineer, Geologist, Scientist (P3)	per hour	\$165.00
Staff Professional (P2)	per hour	\$130.00
Staff Professional (P1)	per hour	\$120.00
Environmental Technician	per hour	\$95.00
CAD Operator (C3)	per hour	\$120.00
Administrative Support (S3)	per hour	\$115.00
UNIT RATE CATEGORY	UNIT	RATE
Travel Expenses	Cost +	20.00%
Supplies, Equipment, Materials & Shipping	Cost +	20.00%
pH Meter	per day	\$30.00
Conductivity Meter	per day	\$30.00
Chlorine Meter	per day	\$30.00
Ammonia Kit	per day	\$10.00
Oil-Water Interface Probe	per day	\$65.00
Dissolved Oxygen Meter	per day	\$20.00
Field Tablet	per day	\$80.00
Field Computer	per day	\$20.00
Flow-thru Cell and Meter	per day	\$175.00
Multi-Parameter Water Quality Meter	per day	\$100.00
Turbidity Meter	per day	\$55.00
GPS Unit (Sub-Meter Accuracy Capability)	per day	\$160.00

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

- CLIENT Accounts Payable contact name:
- CLIENT Accounts Payable contact phone number:
- CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

- 6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
- 8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
- 9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION:**

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Madison _____

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER: 25820114 _____

Client's FAXED or DIGITAL signature to be treated as original signature

RESOLUTION NO. 2026-111-R

**A RESOLUTION AUTHORIZING A FUNDING AGREEMENT AMONG
THE CITY OF HUNTSVILLE, HUNTSVILLE UTILITIES, THE CITY OF
MADISON, MADISON UTILITIES, MADISON COUNTY, AND THE
ATHENS-LIMESTONE GIS CONSORTIUM**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Funding Agreement with the City of Huntsville, Huntsville Utilities, the City of Madison, Madison Utilities, Madison County, and the Athens-Limestone GIS Consortium for the payment of funds relating to the US Geological Survey 3D Hydrography Program, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

The amount of funding the parties have previously committed to contribute is as follows:

City of Huntsville	\$30,000
City of Madison	\$15,000
Huntsville Utilities	\$15,000
Athens-Limestone GIS Consortium	\$15,000
Madison County	\$15,000
Madison Utilities	\$10,000

HU, Madison, MU, the County, and ALG shall pay the amounts respectively committed by each of them to Huntsville within thirty (30) days of the date of approval of this Agreement.

Huntsville will invoice and collect all amounts committed by the other Parties. Huntsville will utilize the funds only for the purpose of the North Central Alabama 3DHP. Once all funds have been received, Huntsville shall pay the collected funds and its contribution over to the USGS in a single payment, or as otherwise directed by USGS.

2. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions.

3. Headings.

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

4. Miscellaneous.

The Parties agree that the sole purposes of this Agreement are to memorialize Huntsville’s role in collecting the funding for the North Central Alabama 3DHP from the other Parties and disbursing the same to the USGS for such project as well as confirming the other Parties’ commitment to provide said funding to Huntsville for the funding of such project. Huntsville makes no representations, warranties, covenants, promises, or commitments of any kind whatsoever of, about, in connection with, or in any way relating to the USGS or the North Central Alabama 3DHP other than that it will collect and disburse funds as provided for herein.

5. All Amendments in Writing.

No provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

6. Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7. Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

8. No Assignment

No party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

9. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by any party, which are not expressly stated herein, shall be binding on such party.

10. Electronic Signatures

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

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date last written below.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Shaundrika Edwards
Its: Clerk

Date: _____

HUNTSVILLE UTILITIES

MADISON UTILITIES

By: _____
Wes Kelley

By: _____

Its: CEO and President

Its: _____

Date: _____

Date: _____

CITY OF MADISON, ALABAMA

By: _____
Ranae Bartlett
Its: Mayor

Attest: _____
Lisa Thomas
Its: Clerk

Date: _____

MADISON COUNTY, ALABAMA

By: _____
Mac McCutcheon
Its: Chairman

Attest: _____

Its: _____

Date: _____

ATHENS-LIMESTONE GIS CONSORTIUM

By: _____

Date: _____

Its: _____

ORDINANCE NO. 2026-102

AN ORDINANCE AMENDING THE RESIDENTIAL MONTHLY BULK TRASH COLLECTION FEE AS REFERENCED IN § 20-365, APPENDIX A, FEE SCHEDULE OF THE CODE OF ORDINANCES, CITY OF MADISON, ALABAMA

WHEREAS, Section 20-365 of the Code of Ordinances of the City of Madison, Alabama, provides for the establishment and assessment of a mandatory monthly bulk trash collection charge for single family residences, and it states that the amount of the charge shall be as established by the Mayor and Council from time to time; and

WHEREAS, the Director of Finance has recommended an increase in said monthly trash collection charges in order to provide for the servicing of current City trash collection agreements;

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

Section 1. The mandatory monthly trash collection fee for each single-family residential unit, as referenced in Section 20-365 of the Code of Ordinances, City of Madison, Alabama, is hereby amended by amendment to Appendix A, "Fee Schedule" as follows:

20-365	Charge	Mandatory monthly bulk trash collection fee for each single-family residential unit referenced in section 20-365.	<u>Fiscal Year 2026:</u> \$17.35 for Limestone County / \$17.08 for Madison County <u>Fiscal Year 2027:</u> \$18.05 for Limestone County / \$17.78 for Madison County
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Section 2. Each and every provision of this ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

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

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-103-R

A RESOLUTION AUTHORIZING LISTING AND MARKETING COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

WHEREAS, Resolution No. 2025-370-R was passed by the City Council of the City of Madison, Alabama on November 10, 2025, declaring one (1) 2002 E-One Saulsbury fire engine (Inventory No. 04450) (herein “the Property”) no longer needed for public purposes and authorized the City Clerk-Treasurer to advertise said Property for public sale through GOVDEALS; and

WHEREAS, the City Clerk-Treasurer listed the Property multiple times without success; and

WHEREAS, the Fire Chief recommends that the City engage Brindlee Mountain Fire Apparatus to broker the property and solicit offers on behalf of the City;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a proposal from Brindlee Mountain Fire Apparatus to market the sale of the Property, according to the terms of the attached “Listing & Marketing Commission Agreement,” which is attached to this resolution, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the marketing proposal preceding payment have been satisfied, the Finance Director is hereby authorized to accept the proceeds of any sale and deposit them into the appropriate account.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 9th day of March, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



15410 HWY 231 Union Grove AL 35175 - (256) 776-7786

Listing & Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of _____, 20____:

Apparatus: _____ (the "Apparatus") Apparatus owned or exclusively offered for sale by: _____ ("Seller") If Apparatus not owned by Seller, then owner of the Apparatus: _____ ("Owner") List Price: The price at which the Apparatus will be listed shall be _____, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus, including but not limited to any information about the history and condition of the Apparatus and the legal entitlement of Seller or Owner to act in respect of the Apparatus, is true, complete, and correct. Seller holds Brindlee harmless and indemnifies Brindlee from any claims, losses, damages, penalties, or similar liability (collectively, "Liability") resulting from inaccuracies in or omissions from such information, including but not limited to Liability arising from a buyer or any other third party. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

10% of the sales price if the subject Apparatus is sold for less than \$200,001; and
7% of the sales price if the subject Apparatus is sold for a price from \$200,001 to \$350,000; and
5% of the sales price if the subject Apparatus is sold for a price above \$350,000

Payment of the Commission will be made to Brindlee within 10 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was

15410 U.S. Hwy 231 Union Grove, AL 35175
FireTruckMall.com • 256.776.7786



referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been Terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Marshall County, Alabama.

Agreed to by:

Seller :

Brindlee:

[insert seller name above]

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ORDINANCE NO. 2026-109

AN ORDINANCE TO AMEND FEE SCHEDULE FOR PUBLIC RECORDS REQUESTS, INCLUDING PHOTOCOPY CHARGES AND VARIOUS SERVICES

WHEREAS, in compliance with Alabama Code §36-12-40, the City of Madison has established a process for individuals to request and lawfully be provided with public records; and

WHEREAS, City resources are expended in processing said records requests while maintaining compliance with applicable Alabama state law; and

WHEREAS, pursuant to Alabama Code §36-12-41 and §36-12-43, the City of Madison has the right to require payment of a reasonable fee for the processing of public records requests; and

WHEREAS, the City of Madison seeks to revise its fee schedule in order to provide for a minimum processing fee and updated rates for various costs incurred in responding to records requests; and

WHEREAS, the City of Madison desires to adopt the amended schedule of fees for copies and services for public records processing services in order to recover a portion of the costs incurred in honoring these requests and complying with Alabama law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the attached revised fee schedule for photocopy charges and various services is hereby adopted, and all previous fee schedules are hereby repealed and replaced; and

BE IT FURTHER ORDAINED that the attached fee schedule shall become effective on the date of its publication in a newspaper of general circulation in the City of Madison following its adoption; and

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama

Schedule of Fees for Copies and Services

SERVICE	FEE
General Services	
Notary Public	No Charge
Processing Public Records Request	\$25.00 per hour, min. processing fee of \$25.00
Miscellaneous Photocopies (B&W or Color)	\$0.25
Large Format Copies/Prints (B&W)	
11x17	\$1.00 per sheet
18x24	\$2.00 per sheet
24x36	\$3.00 per sheet
36x48	\$5.00 per sheet
Large Format Copies/Prints (Color)	
11x17	\$2.00 per sheet
18x24	\$8.00 per sheet
24x36	\$20.00 per sheet
36x48	\$30.00 per sheet
Department Specific Documents	
Fire Department	
Run Reports	\$5.00
Municipal Court	
Pursuant to ARJA Rule 30 fees for copies of court records shall not be applicable to:	
<ul style="list-style-type: none"> · the parties named in the case · attorneys representing the parties named in the case · victims named or otherwise identified in the case · any governmental agency (federal, state, county, or municipal) 	
Court Records (1 to 20 pages)	\$5.00
Court Records (each page over 20)	\$0.50
Court Records (Certified Copies)	\$5.00 per page
Planning Department	
Comprehensive Plan	\$75.00
Subdivision Regulations	\$20.00
Zoning Ordinance (Book)	\$50.00
Design Review Guidelines for Madison Station	\$20.00
Police Department	
Reports (Accident, Incident/Case and Field Interviews (free for victims)	\$5.00 per report
Arrest Report	\$5.00 per report
CAD from Dispatch	\$5.00 per report
DVD's and Axon links	\$50.00 for all dvds/axon videos related to case
Photos	\$50.00 for all photos related to case
Revenue Department	
Business License Listing	\$1.00 per page

RESOLUTION NO. 2026-101-R

**AUTHORIZING AN AGREEMENT WITH THE
MADISON COUNTY SHERIFF AND
THE MADISON COUNTY COMMISSION FOR HOUSING OF CITY INMATES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an Agreement with the Madison County Sheriff and the Madison County Commission to provide for housing of certain inmates arrested by the Madison Police Department and charged with misdemeanor and/or felony offenses, such Agreement to be for a one-year term at a rate of **sixty dollars (\$60.00) per day, as well as a five dollar (\$5.00) booking fee**, for each inmate housed pursuant to the Agreement and to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as "Agreement for Housing of City Inmates;" and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment in accordance with the terms and conditions of the Agreement entered into as a result of the passage of this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT FOR HOUSING OF CITY INMATES

THIS AGREEMENT is entered into on this the ____ day of March, 2026, by Madison County, Alabama (the “County”) (solely and exclusively limited to the County’s statutory duty to fund the expenses associated with operation of the Madison County Detention Facility), the Madison County Sheriff (the “Sheriff”) and the City of Madison, Alabama, a municipal corporation (the “City”), (the County, the Sheriff and the City collectively referred to as the “Parties”) for the housing of certain inmates arrested by the Madison Police Department and charged with misdemeanor and/or felony offenses.

RECITALS

WHEREAS, at various times, the Sheriff has available bed space in the Madison County Detention Facility (the “Detention Facility”) to house persons he is not otherwise obligated to house pursuant to State law; and

WHEREAS, the City represents that it does not have suitable or available bed space in order to house persons arrested by the City, and the City desires to enter into this Agreement with the Sheriff for the housing of those inmates it arrests that the Sheriff is not otherwise obligated to house pursuant to State law. The City has agreed to compensate the Sheriff for housing such inmates.

NOW, THEREFORE, in consideration of the representations and desires set forth above and the obligations and payments to be made hereunder, the Parties agree:

1. **Performance:** The Sheriff agrees to accept and temporarily house inmates presented to the Sheriff by the City on misdemeanor and/or felony charges at any given time, but the Sheriff has absolute discretion in refusing to admit or in rejecting after admission any misdemeanant inmate the City presents for admittance into the Detention Facility. The Sheriff may refuse to admit or otherwise refuse to continue housing an inmate for any reason, including, but not limited to, (1) lack of available bed space within the facility; (2) an inmate’s perceived health problems; (3) perceived disciplinary problems with the inmate; and (4) any other action that could impact the safe and orderly operation of Detention Facility.

2. **Custody and Care of Inmates:** While inmates are housed by the Sheriff pursuant to this Agreement, the inmates will be subject to all rules and regulations promulgated by the Sheriff and treated just as any other inmate housed in the Detention Facility. Inmates will be provided with food, clothing, other related sanitary items, and medical care. The costs for food, clothing, and related sanitary items proved to the inmates housed pursuant to this Agreement are covered within the per diem rate charged to the City. Inmates housed by the Sheriff will also have access to on-site medical care provided by the contractual provider of medical services. The cost of such on-site medical care is included within the per diem rate charged to the City. In the event of an emergency or any other medical reason that requires additional medical attention which on-

site contractual medical personnel are unable to render, then the inmate will be transported to an appropriate medical provider outside of the Detention Facility. The City agrees that neither the Sheriff nor Madison County is responsible for paying any costs associated with providing medical care to inmates housed pursuant to this Agreement, other than the medical care provided by the contractual provider of medical services to inmates at the Detention facility, and the City further agrees that it is responsible to pay those costs associated with medical care provided to inmates outside of the facility.

3. **Payment:** The City shall pay a “booking fee” regardless of length of stay and a per diem rate based upon length of stay for every inmate the City presents to the Sheriff pursuant to this Agreement.

a. **Booking Fee:** The City agrees that costs will necessarily be incurred when the City presents an inmate to the Sheriff for housing pursuant to this Agreement. These costs will be incurred during the booking and admission process regardless of the length of stay of the inmate and even though the inmate may ultimately be denied access into the Detention Facility. For every inmate presented to the Sheriff for housing pursuant to this Agreement, the City agrees to pay the amount of **five dollars (\$5.00)** in order to cover some of the costs associated with the booking and admission process.

b. **Per Diem Rate:** The City further agrees that, in addition to the costs associated with booking, costs associated with housing inmates pursuant to this Agreement will necessarily be incurred. A per diem rate will be charged for each day an inmate is housed by the Sheriff. The number of days the inmate is housed by the Sheriff will be determined by the inmate’s presence in the Detention Facility at midnight each day. The City agrees to pay **sixty dollars (\$60.00)** per day for each inmate housed pursuant to this Agreement.

For example, if an inmate is accepted for housing pursuant to this Agreement at 11:30 p.m. on Monday night and released on hour later at 12:30 a.m. on Tuesday morning, then the City would incur both a booking fee of **five dollars (\$5.00)** and a per diem rate of one day at **sixty dollars (\$60.00)** per day. If the inmate had been released at 11:59 p.m. on Monday (29 minutes after being admitted into the Detention Facility), then the City would continue to incur the booking fee of **five dollars (\$5.00)** but would not incur a per diem rate because the inmate was not incarcerated at midnight when the inmate count was conducted. Likewise, if the inmate was not accepted for housing by the detention staff for any reason (such as the perceived health problems of the inmate), then the City would continue to be responsible for the **five dollar (\$5.00)** booking fee.

c. **Frequency of Payment:** The Sheriff will submit a statement for services on a monthly basis to the City for payment. Payments should be made directly to the County within thirty (30) days of receipt of the statement. The payment made to the County should reference this Agreement. Failure to timely pay all charges is a sufficient basis of denying housing pursuant to this Agreement.

4. **Immunity/Third Party Beneficiary Status:** By entering into this Agreement, neither the County, the Sheriff nor the City waive any defenses or immunities to suit. Nothing herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any

cause of action in favor of any third party, specifically including, but in no way limited to, any inmate. No requirements contained herein create, nor were they intended to create, a federal or state right, claim, or standard to be used by an inmate against any part to this Agreement.

5. **Indemnification:** The City agrees to indemnify, defend and hold harmless the Sheriff, the County and any of their agents and employees against all claims, actions, damages, losses and expenses, including but not limited to, attorney’s fees and costs, arising out of or resulting from the Sheriff’s housing of any inmate pursuant to this Agreement.

6. **Removal of Inmates Upon Request:** The Sheriff may, in his discretion and for any reason, require the City to remove all inmates housed pursuant to this Agreement upon a four (4) hour notice.

7. **Transportation:** After an inmate has been admitted into the Detention Facility pursuant to this Agreement, the Sheriff shall transport an inmate as needed between facilities under the control of the Sheriff and to the emergency room for emergency medical care. In all other instances, the City shall be responsible for transportation of inmates housed pursuant to this Agreement.

8. **Supervision, Custody and Control of Inmates Admitted into a Hospital:** In the event an inmate housed pursuant to this Agreement is hospitalized for any reason, the Sheriff shall notify the City of such hospitalization. The Sheriff may, upon a four (4) hour notification, release the inmate from the Sheriff’s custody and control.

9. **Effective Date and Term:** This Agreement shall take effect on March 12, 2026, and shall continue in full force and effect for a term of one (1) year. This Agreement may be renewed, amended, or extended by mutual agreement of the Parties. If the parties do not formally extend the term of the agreement after it expires, then the Agreement shall renew automatically on a month-to-month basis either until renewed or until either party gives notice of termination.

10. **Notices:** Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, or sent by United States mail, postage prepaid. All notices shall be delivered to the addresses set forth below:

Madison County: Chairman Rex Vaughn
Madison County Commission
100 North Side Square
Huntsville, Alabama 35801

Madison County Sheriff: Sheriff Kevin Turner
Madison County Sheriff’s Department
100 North Side Square
Huntsville, Alabama 35801
Facsimile: (256) 532-6976

City of Madison, Alabama: Mayor Ranae Bartlett
City of Madison
100 Hughes Road
Madison, Alabama 35758

With a copy to: Legal Department
City of Madison
100 Hughes Road
Madison, Alabama 35758

11. **Severability:** If any provision of this Agreement or the application thereof is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

12. **Entire Agreement:** This Agreement represents the entire agreement regarding the subject matter referenced herein among the Parties to this agreement and supersedes all prior communications, negotiations, representations or agreements either written or oral. This agreement may be amended only by written instrument signed by all parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized person on the day and year set forth above.

MADISON COUNTY, ALABAMA

Rex Vaughn, Chairman
Madison County Commission

ATTEST:

Kevin Jones
County Administrator

Kevin Turner, Sheriff
Madison County, Alabama

CITY OF MADISON, ALABAMA,
a municipal corporation

Ranae Bartlett, Mayor
City of Madison, Alabama

ATTEST:

Lisa D. Thomas
City Clerk-Treasurer

ORDINANCE NO. 2026-025

**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 29, 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:

LIMESTONE COUNTY

LOT 41, MORRIS ESTATES, ADDITION 1, PLAT BOOK E, PAGE 57 & LOTS 42-43 MORRIS ESTATES, ADDITION 3, PLAT BOOK F, PAGE 29

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 it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions 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 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 41, MORRIS ESTATES, ADDITION 1, PLAT BOOK E, PAGE 57 & LOTS 42-43 MORRIS ESTATES, ADDITION 3, PLAT BOOK F, PAGE 29

Section 3. That 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.

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

Section 5. That this Ordinance shall become effective 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; and
- (b) application for rezoning being properly made by the lawful owners.

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

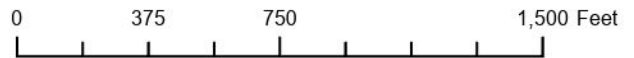
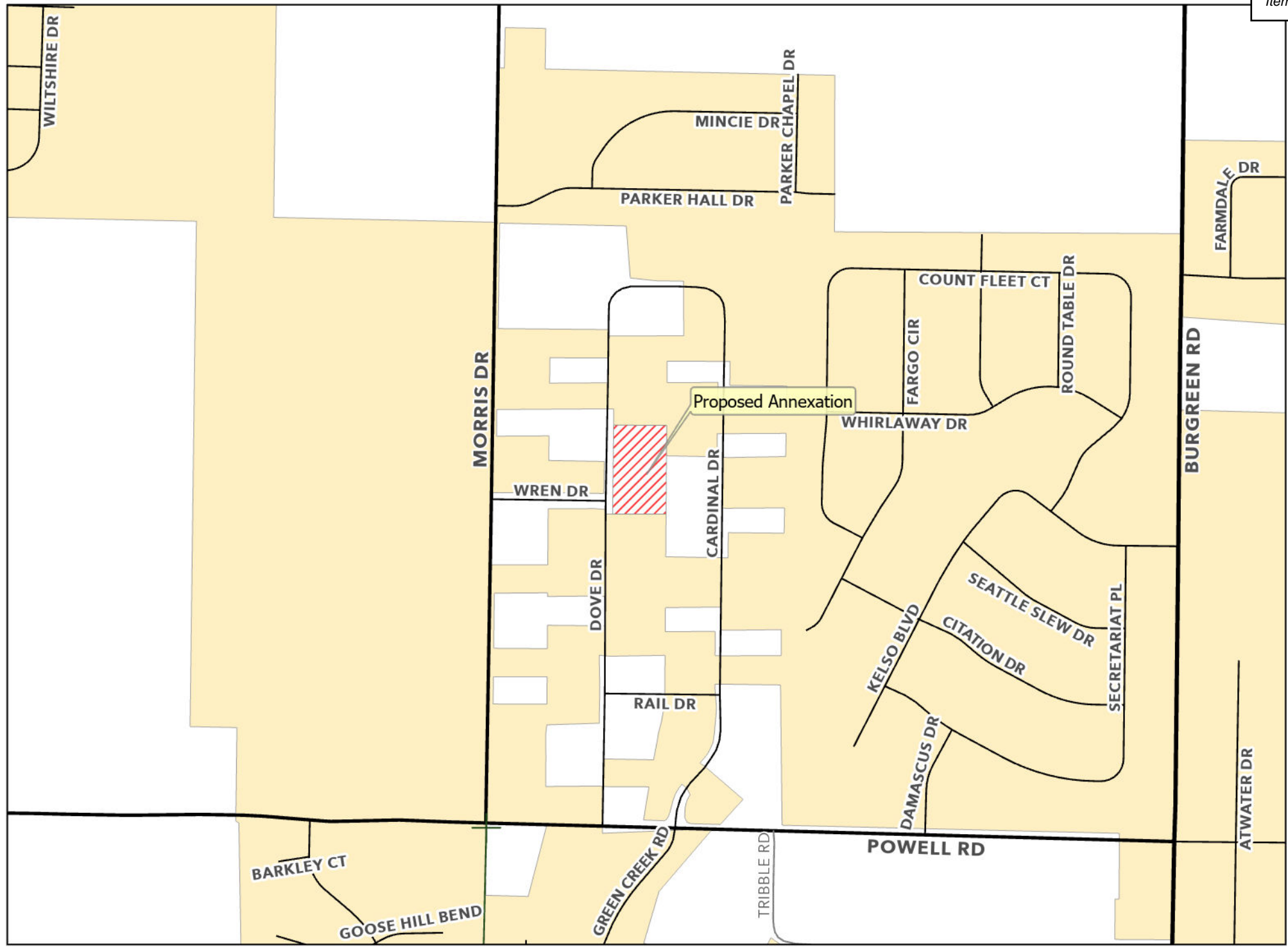
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed Annexation

ORDINANCE NO. 2026-059

**AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN 52 GREEN CREEK ROAD, LOT 149 OF GREENBRIER WOODS
PHASE II 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 **Eria L. Kincaid & Javis R. Kincaid** for the vacation of a portion of utility & drainage easement located within Lot 149 of Greenbrier Woods Phase II Subdivision and further described as follows:

ALL THAT PART OF LOT 149, ACCORDING TO THE RECORD PLAT OF GREENBRIER WOODS PHASE II AS RECORDED IN PLAT BOOK H, PAGE 340 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 149; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 149, NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 15.01 FEET; THENCE LEAVING SAID BOUNDARY LINE, SOUTH 88 DEGREES 15 MINUTES 33 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 89.53 FEET TO THE SOUTH BOUNDARY OF AN EXISTING 5 FOOT EASEMENT; THENCE ALONG SAID EASEMENT, SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST 89.67 FEET TO THE NORTH BOUNDARY OF AN EXISTING EASEMENT; THENCE ALONG SAID EASEMENT, NORTH 88 DEGREES 15 MINUTES 33 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 448 SQUARE FEET, 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 and drainage easement in favor of **Eria L. Kincaid & Javis R. Kincaid** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	(VACATION OF EASEMENT)
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 **Eria L. Kincaid & Jarvis R. Kincaid**, 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 LOT 149, ACCORDING TO THE RECORD PLAT OF GREENBRIER WOODS PHASE II AS RECORDED IN PLAT BOOK H, PAGE 340 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 149; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 149, NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 15.01 FEET; THENCE LEAVING SAID BOUNDARY LINE, SOUTH 88 DEGREES 15 MINUTES 33 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 89.53 FEET TO THE SOUTH BOUNDARY OF AN EXISTING 5 FOOT EASEMENT; THENCE ALONG SAID EASEMENT, SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST 89.67 FEET TO THE NORTH BOUNDARY OF AN EXISTING EASEMENT; THENCE ALONG SAID EASEMENT, NORTH 88 DEGREES 15 MINUTES 33 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 448 SQUARE FEET, MORE OR LESS.

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 March, 2026.

*Quitclaim Deed
52 Green Creek Road VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

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

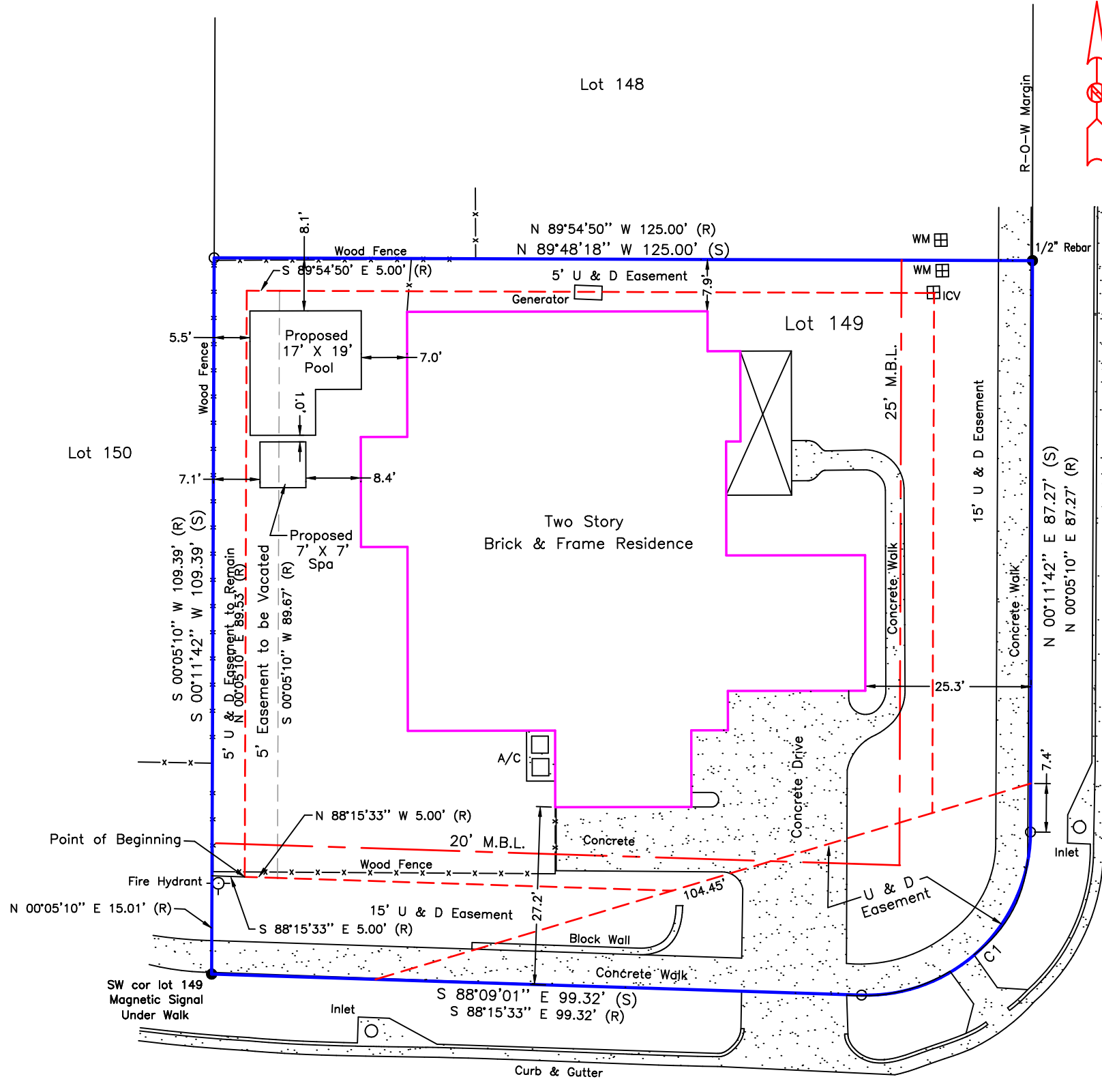
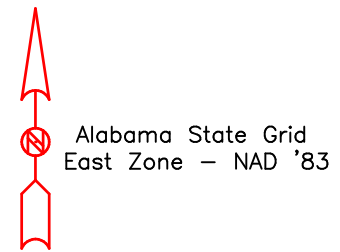
Lisa Thomas
City Clerk-Treasurer

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 March 2026.

Notary Public



GREEN CREEK ROAD

AUTUMN ASHE ROAD

Curve Data (S)					
Number	Delta	Radius	Arc	Chord Bearing	Chord Dist
C1	91°38'51"	25.00	39.99	N 46°01'20" E	35.86

STATE OF ALABAMA
COUNTY OF LIMESTONE)

I, JAMES L. McELROY, JR., A REGISTERED LAND SURVEYOR WITH THE FIRM OF McELROY LAND SURVEYING COMPANY, INC., HEREBY STATE TO **ERIA & JAVIS KINCAID**, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF LOT 149, BLOCK ---, ACCORDING TO THE MAP OF SURVEY OF **GREENBRIAR WOODS PHASE II**, AS RECORDED IN PLAT BOOK H, PAGE 340, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; 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; THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS ON ADJOINING PROPERTY; THAT THERE ARE NO RIGHTS OF WAY, EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREFORE, INCLUDING POLES, ANCHORS AND GUY WIRES, ON OR OVER SAID PREMISES EXCEPT AS SHOWN. THAT SAID LOT LIES WITHIN THE CORPORATE LIMITS OF **THE CITY OF MADISON**; THAT THE ADDRESS AS BASED ON RELIABLE INFORMATION AND SOURCES AVAILABLE TO THE UNDERSIGNED IS **52 GREEN CREEK ROAD, MADISON, AL 35756**.

ACCORDING TO THIS SURVEY, UNDER MY DIRECT SUPERVISION, THIS THE 8TH DAY OF JANUARY, 2026.

James L. McElroy, Jr.
JAMES L. McELROY, JR.
AL LLS NO 15920

GENERAL LEGEND	
PROPERTY CORNER FOUND (AS NOTED)	●
CAPPED REBAR, SET - SIZE 1/2" STAMPED "McELROY 15920"	○
CONCRETE MONUMENT, FOUND	■
CONCRETE MONUMENT, SET	□
ACCORDING TO RECORD	(R)
ACCORDING TO SURVEY MEASUREMENT	(S)
UTILITY & DRAINAGE EASEMENT	U. & D.
FINISHED FLOOR ELEVATION	F.F.E.
MINIMUM BUILDING LINE	M.B.L.
RIGHT OF WAY	R.O.W.
AIR CONDITIONER PAD	A/C
FENCE	-x-x-
NOT TO SCALE	---
UTILITY POLE	○
SUBDIVISION BOUNDARY CENTERLINE	S/D BDRY
PROPERTY LINE	—
OVERHEAD WIRES	OHW
MASONRY NAIL	P. K. NAIL
POINT OF CURVATURE	P.C.
POINT OF BEGINNING	P.O.B.

McELROY
LAND SURVEYING CO., INC.
4012 TRIANA BLVD. S.W.
HUNTSVILLE, ALABAMA 35805
PHONE: (256) 881-4004 jmcclroy@hiwaay.net

As-Built Survey & Pool Plan

LOT 149

GREENBRIAR WOODS PHASE II

PLAT BOOK H, PAGE 340

MADISON --- LIMESTONE COUNTY --- ALABAMA

NOTES:

- NORTH IS REFERENCED TO ALABAMA STATE GRID, EAST ZONE, NAD '83.
- WHEN APPLICABLE, ONLY SURFACE INDICATIONS OF STORM AND SANITARY SEWER STRUCTURES AND OTHER UTILITIES HAVE BEEN SHOWN ON THIS SURVEY. THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE SUB-SURFACE STRUCTURES OR EAVE OVERHANGS, EXCEPT AS SHOWN.
- NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THE FIRM OF McELROY LAND SURVEYING COMPANY, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.

NOT VALID UNLESS STAMPED IN RED INK

AS-BUILT SURVEY & POOL PLAN FOR:	DRAWN BY: J.L.M.
ERIA & JAVIS KINCAID	APPROVED BY: J.L.M.
SCALE: 1" = 20'	REVISED: 01/29/26
DATE: 01/08/26	DRAWING NUMBER: 26-03
FIELD WORK COMPLETED: 01/07/26	

ORDINANCE NO. 2026-075

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 480 PRODUCTION AVENUE, LOT 1 OF PUTMAN’S INDUSTRIAL PARK, 4TH ADDITION

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 **Mesa Properties Alabama, LLC**, for the vacation of a portion of a utility & drainage easement located within Lot 1 of Putman’s Industrial Park Subdivision Phase 4 and further described as follows:

ALL THAT PART OF LOT 1 OF THE CERTIFIED PLAT OF PUTMANS INDUSTRIAL PARK, 4TH ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 20161215000714740, WITH THE BEARINGS AND COORDINATES DESCRIBED HEREIN BEING BASED ON THE ALABAMA STATE PLANE GRID SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A SOUTHEASTERLY CORNER OF SAID LOT 1 (NORTHING: 1,519,477.64, EASTING: 371,532.16), LOCATED ON THE NORTHERLY RIGHT OF WAY MARGIN OF PRODUCTION AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG SAID MARGIN, SOUTH 75 DEGREES 23 MINUTES 41 SECONDS WEST 45.11 FEET; THENCE LEAVING SAID MARGIN, NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 191.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT. THENCE FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 09 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 90.00 FEET; THENCE NORTH 75 DEGREES 09 MINUTES 59 SECONDS EAST 10.00 FEET; THENCE SOUTH 14 DEGREES 50 MINUTS 01 SECONDS EAST 91.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 900 SQUARE FEET.

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

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

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

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

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

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

ALL THAT PART OF LOT 1 OF THE CERTIFIED PLAT OF PUTMANS INDUSTRIAL PARK, 4TH ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 20161215000714740, WITH THE BEARINGS AND COORDINATES DESCRIBED HEREIN BEING BASED ON THE ALABAMA STATE PLANE GRID SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A SOUTHEASTERLY CORNER OF SAID LOT 1 (NORTHING: 1,519,477.64, EASTING: 371,532.16), LOCATED ON THE NORTHERLY RIGHT OF WAY MARGIN OF PRODUCTION AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG SAID MARGIN, SOUTH 75 DEGREES 23 MINUTES 41 SECONDS WEST 45.11 FEET; THENCE LEAVING SAID MARGIN, NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 191.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 09 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 90.00 FEET; THENCE NORTH 75 DEGREES 09 MINUTES 59 SECONDS EAST 10.00 FEET; THENCE SOUTH 14 DEGREES 50 MINUTS 01 SECONDS EAST 91.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 900 SQUARE FEET.

TO HAVE AND TO HOLD to said Grantee, its 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 March 2026.

*Quitclaim Deed
480 Production Avenue VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

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

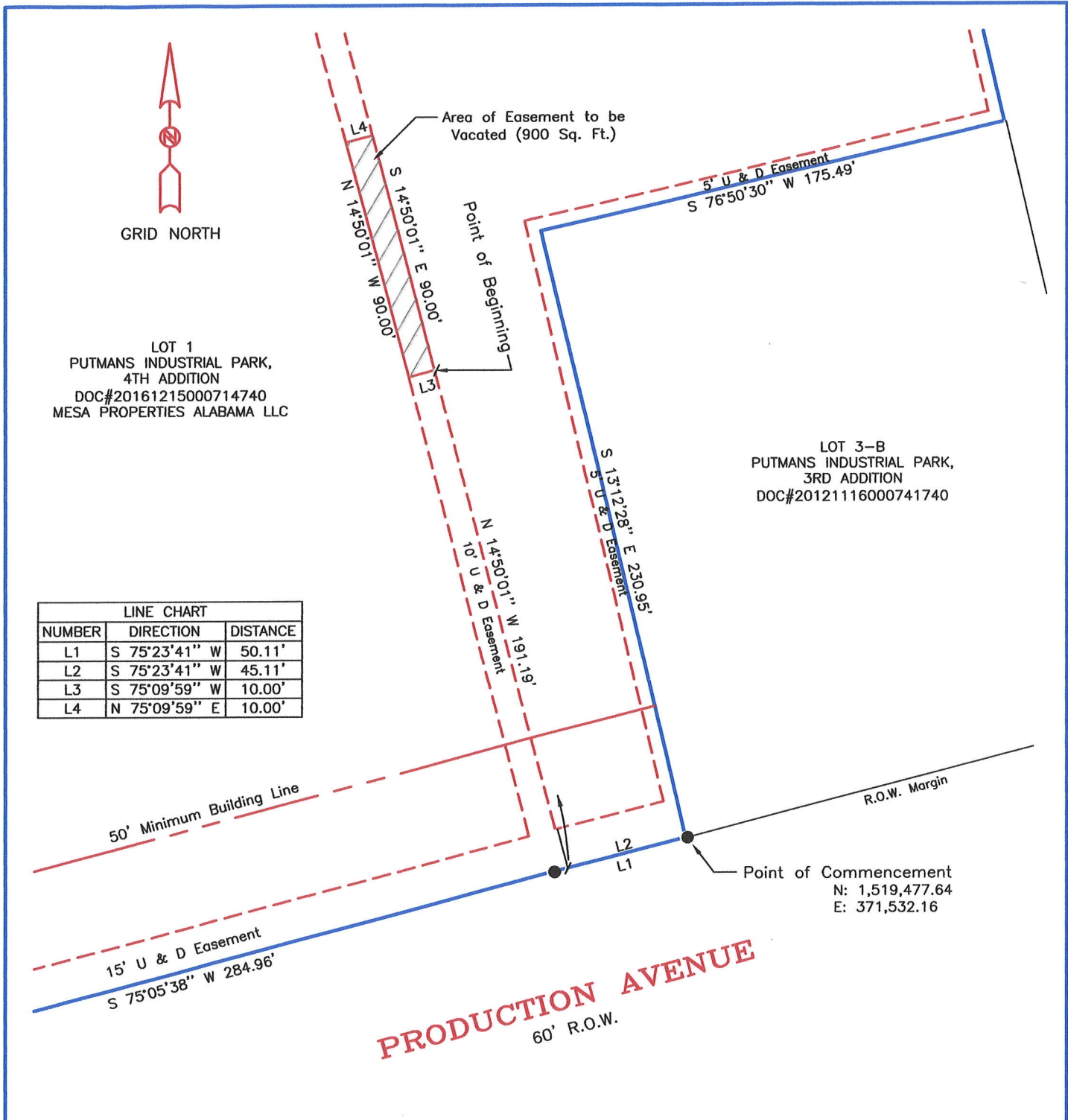
Lisa Thomas
City Clerk-Treasurer

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 March 2026.

Notary Public



LINE CHART		
NUMBER	DIRECTION	DISTANCE
L1	S 75°23'41" W	50.11'
L2	S 75°23'41" W	45.11'
L3	S 75°09'59" W	10.00'
L4	N 75°09'59" E	10.00'

EASEMENT VACATION SUPPORT MAP FOR:
LEGACY OUTDOOR SERVICES, INC.
HARDSCAPING & LANDSCAPING SERVICES

LOT 1
PUTMANS INDUSTRIAL PARK
4TH ADDITION
DOCUMENT NO. 20161215000714740
MADISON -- MADISON COUNTY -- ALABAMA



McELROY
LAND SURVEYING CO., INC.
4012 TRIANA BLVD. S.W.
HUNTSVILLE, ALABAMA 35805
PHONE: (256) 881-4004 jmcclroy@hiwaay.net

DRAWN BY: MR	APPROVED BY: J.L.M.
SCALE: 1"=50'	REVISED:
DATE: 01-26-26	DRAWING NUMBER: 26-24
FIELD WORK N/A	

RESOLUTION NO. 2026-093-R

A RESOLUTION SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-094 AMENDING THE OFFICIAL ZONING MAP BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS B3 (GENERAL BUSINESS DISTRICT)

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:

Mihir Patel’s request to zone property located at 7609 U.S. Highway 72 West, south of U.S. Highway 72 W and west of Nance Road, 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 April 13, 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 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.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 9th day of March 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this Resolution, including the attached proposed Ordinance and map, one (1) time in the *Madison County Record* on March 18, 2026

Attachment A

PROPOSED ORDINANCE NO. 2026-094

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS 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. Pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by Sections 11-52-77 and 11-52-78 of the *Code of Alabama* (1975), the Official Zoning Map of the City of Madison, as 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):

7609 U.S. HIGHWAY 72 WEST

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; SAID POINT BEING LOCATED NORTH 89 DEGREES 23 MINUTES EAST 60.0 FEET, NORTH 0 DEGREES 37 MINUTES, WEST 1143.8 FEET AND NORTH 76 DEGREES 45 MINUTES EAST 2222.9 FEET FROM THE CENTER OF SAID SECTION 28; THENCE FROM THE PLACE OF BEGINNING SOUTH 13 DEGREES 15 MINUTES EAST 175.5 FEET; THENCE NORTH 76 DEGREES 45 MINUTES EAST 100.0 FEET; THENCE NORTH 13 DEGREES 15 MINUTES WEST 175.5 FEET TO A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; THENCE SOUTH 76 DEGREES 45 MINUTES WEST ALONG THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST A DISTANCE OF 100.0 FEET TO THE PLACE OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO TED G. MARKS AND WIFE, RUBY MARKS BY DEED FROM JOHN CRUNK AND WIFE, ELIZABETH M. CRUNK, DATED THE 7TH DAY OF MARCH, 1961, AND FILED OF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN DEED BOOK 294, PAGE 25.

SECTION 2. The above-described property shall be delineated and its boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as amended, with the direction and assistance of the proper zoning official of the City, and classified as B3 (General Business District).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 13th day of April, 2026.

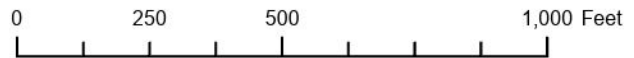
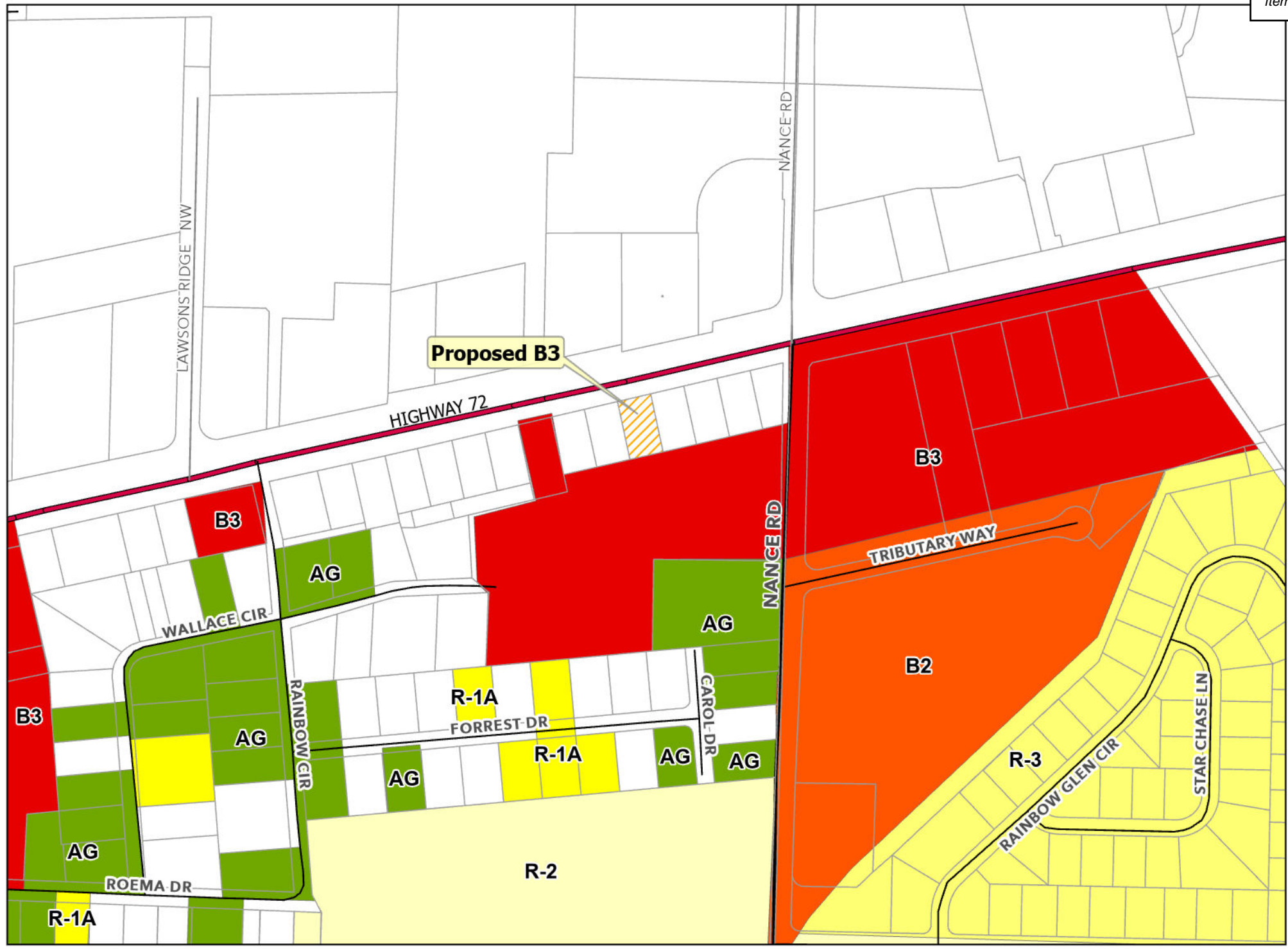
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed B3 - 7609 US Hwy 72 W

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 Mahir Patel, the City Council of the City of Madison, Alabama, will hold a public hearing on the 13th day of April, 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:

7609 U.S. HIGHWAY 72 WEST

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; SAID POINT BEING LOCATED NORTH 89 DEGREES 23 MINUTES EAST 60.0 FEET, NORTH 0 DEGREES 37 MINUTES, WEST 1143.8 FEET AND NORTH 76 DEGREES 45 MINUTES EAST 2222.9 FEET FROM THE CENTER OF SAID SECTION 28; THENCE FROM THE PLACE OF BEGINNING SOUTH 13 DEGREES 15 MINUTES EAST 175.5 FEET; THENCE NORTH 76 DEGREES 45 MINUTES EAST 100.0 FEET; THENCE NORTH 13 DEGREES 15 MINUTES WEST 175.5 FEET TO A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; THENCE SOUTH 76 DEGREES 45 MINUTES WEST ALONG THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST A DISTANCE OF 100.0 FEET TO THE PLACE OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO TED G. MARKS AND WIFE, RUBY MARKS BY DEED FROM JOHN CRUNK AND WIFE, ELIZABETH M. CRUNK, DATED THE 7TH DAY OF MARCH, 1961, AND FILED OF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN DEED BOOK 294, PAGE 25.

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 18th day of March 2026.

DATED at Madison, Alabama, this 25th day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ORDINANCE NO. 2026-095

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

WHEREAS, on February 4, 2026, owners of the property or territory hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described property or territory be annexed into the City of Madison, Alabama (the “City”), the same being contiguous to the current boundary of the City or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

7609 U.S. HIGHWAY 72 WEST

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; SAID POINT BEING LOCATED NORTH 89 DEGREES 23 MINUTES EAST 60.0 FEET, NORTH 0 DEGREES 37 MINUTES, WEST 1143.8 FEET AND NORTH 76 DEGREES 45 MINUTES EAST 2222.9 FEET FROM THE CENTER OF SAID SECTION 28; THENCE FROM THE PLACE OF BEGINNING SOUTH 13 DEGREES 15 MINUTES EAST 175.5 FEET; THENCE NORTH 76 DEGREES 45 MINUTES EAST 100.0 FEET; THENCE NORTH 13 DEGREES 15 MINUTES WEST 175.5 FEET TO A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; THENCE SOUTH 76 DEGREES 45 MINUTES WEST ALONG THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST A DISTANCE OF 100.0 FEET TO THE PLACE OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO TED G. MARKS AND WIFE, RUBY MARKS BY DEED FROM JOHN CRUNK AND WIFE, ELIZABETH M. CRUNK, DATED THE 7TH DAY OF MARCH, 1961, AND FILED OF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN DEED BOOK 294, PAGE 25; and

WHEREAS, said petition was executed by the owners of said property or territory, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City; and

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

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

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

SECTION 1. The City Council of the City of Madison, Alabama, hereby finds and declares that said land or territory forms 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 territory to bring the property or territory described in Section 2 of this Ordinance into the City and the said City Council does hereby assent to the annexation of said property or territory into the City.

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

7609 U.S. HIGHWAY 72 WEST

ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA, PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; SAID POINT BEING LOCATED NORTH 89 DEGREES 23 MINUTES EAST 60.0 FEET, NORTH 0 DEGREES 37 MINUTES, WEST 1143.8 FEET AND NORTH 76 DEGREES 45 MINUTES EAST 2222.9 FEET FROM THE CENTER OF SAID SECTION 28; THENCE FROM THE PLACE OF BEGINNING SOUTH 13 DEGREES 15 MINUTES EAST 175.5 FEET; THENCE NORTH 76 DEGREES 45 MINUTES EAST 100.0 FEET; THENCE NORTH 13 DEGREES 15 MINUTES WEST 175.5 FEET TO A POINT ON THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST; THENCE SOUTH 76 DEGREES 45 MINUTES WEST ALONG THE SOUTH MARGIN OF U.S. HIGHWAY 72 WEST A DISTANCE OF 100.0 FEET TO THE PLACE OF BEGINNING AND BEING THE SAME PROPERTY CONVEYED TO TED G. MARKS AND WIFE, RUBY MARKS BY DEED FROM JOHN CRUNK AND WIFE, ELIZABETH M. CRUNK, DATED THE 7TH DAY OF MARCH, 1961, AND FILED OF RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN DEED BOOK 294, PAGE 25.

SECTION 3. 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 property or territory herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

SECTION 4. The *Madison City Code* § 2-2 (b) (1) shall be amended to enlarge **Voting District 5** to include the land annexed herein within said district.

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

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 13th day of April 2026.

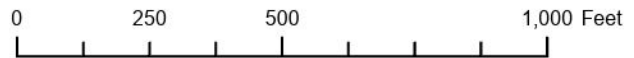
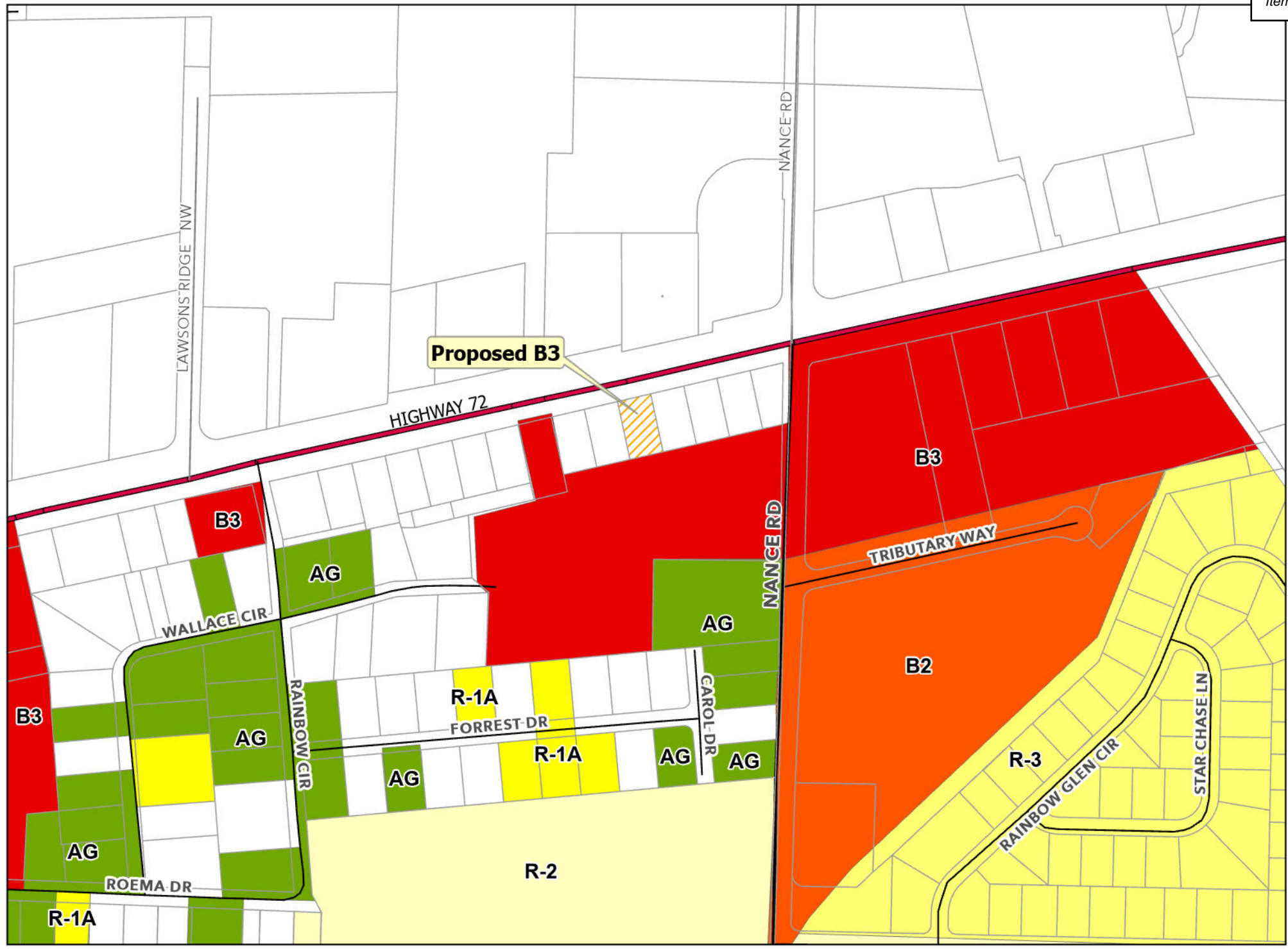
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed B3 - 7609 US Hwy 72 W

RESOLUTION NO. 2026-096-R

**A RESOLUTION AUTHORIZING ACCEPTANCE
OF A PARCEL OF REAL PROPERTY**

WHEREAS, Lennar Homes of Alabama, LLC, as the fee simple owner of the property described below has offered to convey by Warranty Deed to the City of Madison a parcel of real property being situated in Madison, Limestone County to wit;

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, ALSO BEING ALL THAT PART OF TRACT 2 OF STILLWATER COVE SUBDIVISION, PHASE 2, A RESUBDIVISION OF LOT 23 AND COMMON AREA "2" OF STILLWATER COVE SUBDIVISION PHASE 1 (PLAT BOOK H, PAGE 246) A RESUBDIVISION OF LOTS 1 AND 2 OF STILLWATER COVE SUBDIVISION (PLAT BOOK H, PAGE 229) AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA IN PLAT BOOK H, PAGE 259 & 260, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 11, THENCE SOUTH 89 DEGREES 12 MINUTES 01 SECOND EAST, 236.87 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 25 OF MOORE'S CREEK, PHASE 5 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA IN PLAT BOOK K, PAGES 278-279;

THENCE FROM THE POINT OF BEGINNING AND ALONG THE EAST BOUNDARY OF SAID LOT 25, NORTH 23 DEGREES 42 MINUTES 32 SECONDS EAST, 198.87 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, NORTH 22 DEGREES 18 MINUTES 41 SECONDS EAST, 259.57 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, NORTH 09 DEGREES 29 MINUTES 39 SECONDS EAST, 91.09 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, NORTH 02 DEGREES 45 MINUTES 29 SECONDS EAST, 270.19 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, NORTH 09 DEGREES 49 MINUTES 07 SECONDS EAST, 91.17 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, NORTH 16 DEGREES 50 MINUTES 20 SECONDS EAST, 25.97 FEET TO THE SOUTHEAST CORNER OF LOT 24 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS; THENCE CONTINUE NORTH 16 DEGREES 50 MINUTES 20 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 24, 348.93 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, NORTH 07 DEGREES 01 MINUTES 38 SECONDS EAST, 82.20 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST AND ALONG THE NORTH BOUNDARY OF SAID LOT 24, 10.06 FEET TO THE SOUTHEAST CORNER OF LOT 15 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 15, NORTH 07 DEGREES 01 MINUTES 38 SECONDS EAST, 114.76 FEET TO A POINT; THENCE NORTH 00 DEGREES 52 MINUTES 37 SECONDS EAST, 44.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, SAID POINT BEING ON THE RIGHT-OF-WAY OF KITE CIRCLE; THENCE ALONG THE SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 52 MINUTES 37 SECONDS EAST, 58.12 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS; THENCE NORTH 00 DEGREES 52 MINUTES 37 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 14 AND LOT 6 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS, 265.22 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY OF LOT 6, NORTH 17 DEGREES 31 MINUTES 08 SECONDS

WEST, 32.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ON THE RIGHT-OF-WAY OF WILLET CIRCLE; THENCE ALONG THE SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 18 MINUTES 48 SECONDS EAST, 31.72 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID MOORE’S CREEK, PHASE 5, SAID PROBATE RECORDS; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 5, NORTH 07 DEGREES 47 MINUTES 05 SECONDS EAST, 149.24 FEET TO A POINT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, 67.38 FEET TO A POINT; THENCE SOUTH 07 DEGREES 16 MINUTES 13 SECONDS WEST, 200.56 FEET TO A POINT; THENCE SOUTH 04 DEGREES 06 MINUTES 19 SECONDS EAST, 213.74 FEET TO A POINT; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, 338.48 FEET TO A POINT; THENCE SOUTH 18 DEGREES 27 MINUTES 35 SECONDS WEST, 468.60 FEET TO A POINT; THENCE SOUTH 10 DEGREES 56 MINUTES 39 SECONDS EAST, 213.33 FEET TO A POINT; THENCE SOUTH 27 DEGREES 56 MINUTES 18 SECONDS WEST, 226.19 FEET TO A POINT; THENCE SOUTH 12 DEGREES 13 MINUTES 41 SECONDS WEST, 241.05 FEET TO A POINT; THENCE SOUTH 25 DEGREES 15 MINUTES 17 SECONDS EAST, 102.32 FEET TO A POINT; THENCE SOUTH 25 DEGREES 29 MINUTES 44 SECONDS WEST, 80.73 FEET TO A POINT; THENCE NORTH 89 DEGREES 12 MINUTES 01 SECONDS WEST, 162.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.53 ACRES, MORE OR LESS.

WHEREAS, the City Council finds that the best interests of the City would be served by acceptance of this property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City hereby acknowledges the property dedication described above and accepts the dedication of the parcel of real property described herein 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 ___ day of March 2026.

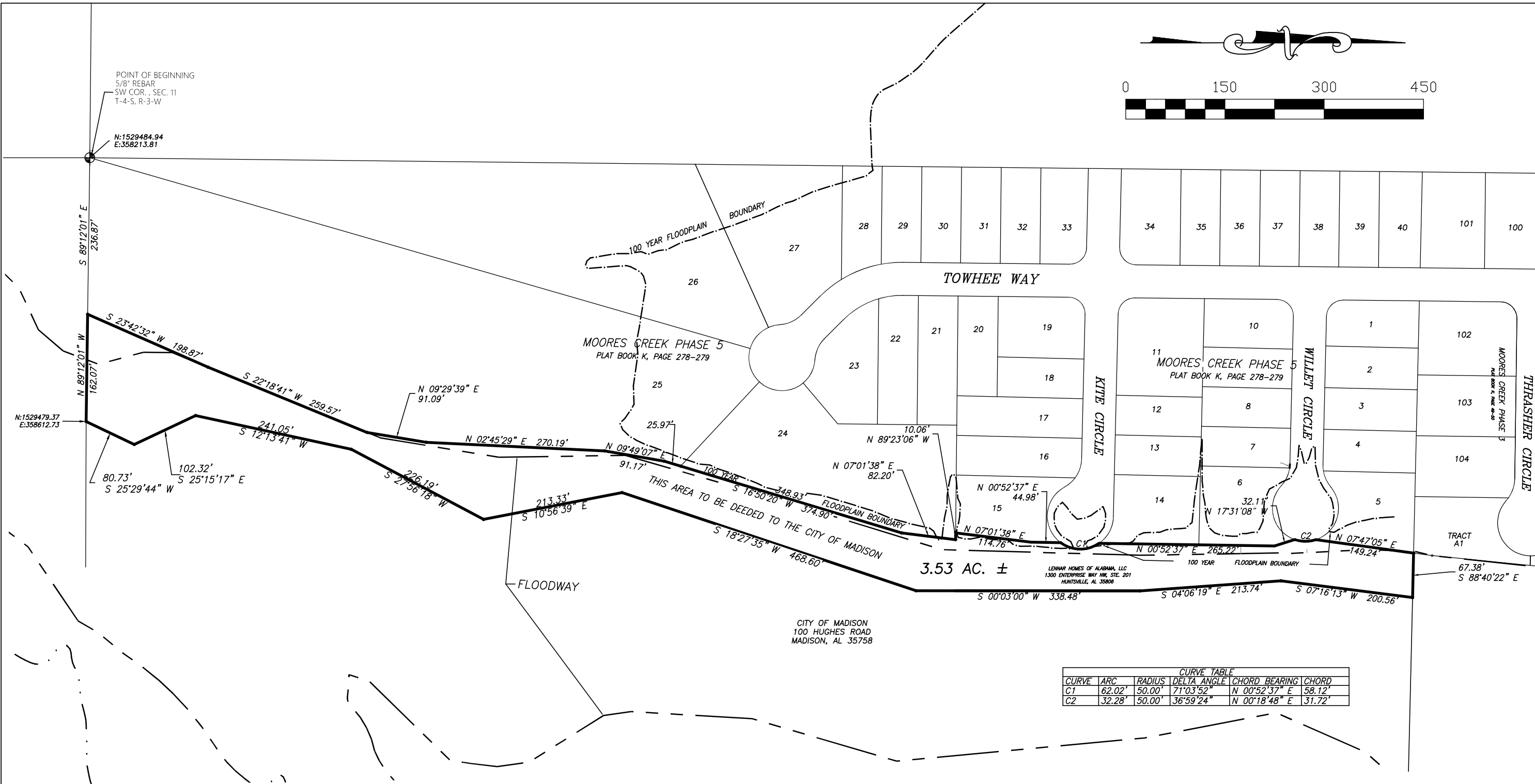
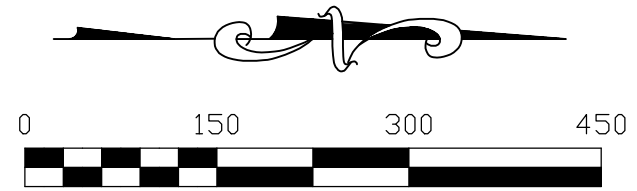
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ___ day of March 2026.

Ranae Barlett, Mayor
City of Madison, Alabama



CURVE TABLE					
CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	62.02'	50.00'	71°03'52"	N 00°52'37" E	58.12'
C2	32.28'	50.00'	36°59'24"	N 00°18'48" E	31.72'

REVISIONS	DATE	BY

MULLINS, LLC
 CIVIL ENGINEERING, DEVELOPMENT DESIGN
 SURVEYING, LANDSCAPE ARCHITECTURE
 2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
 (256) 701-4821

BOUNDARY SURVEY
MOORE'S CREEK FLOOD AREA
 Madison, Alabama
 PREPARED FOR: LENNAR HOMES OF ALABAMA

BOUNDARY SURVEY
 JOB NO. 20-154
 DATE: 2/6/2026
 DRAWN BY: SER
 CHECKED BY: CMF
 SHEET NUMBER
1

This Instrument Prepared By:
Matthew R. Harrison
Harrison & Gammons, P.C.
2430 L & N Drive
Huntsville, AL 35801
256-533-7711
HG

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENT: That the undersigned, **LENNAR HOMES OF ALABAMA, LLC, a Delaware limited liability company** (“Grantor”), whose address is 1300 Enterprise Way, Suite 201, Huntsville, Alabama, 35806, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), and other good and valuable consideration received from **CITY OF MADISON, a municipal corporation in the State of Alabama** (“Grantee”), whose address is 100 Hughes Road, Madison, Alabama 35758, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby give, grant, bargain, sell and convey unto the said Grantee, the following described real property, lying and being in the County of Limestone, State of Alabama, to-wit (the “Property”):

That certain parcel of real property being approximately 3.53+/- acres and more particularly described on **Exhibit “A”** attached hereto.

TO HAVE AND TO HOLD UNTO THE SAID GRANTEE, the above described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining and unto its successors and assigns forever.

AND THE UNDERSIGNED, Grantor for itself, its successors and assigns, does hereby and in consideration of the premises, warrant and will forever, defend the title to the above described and hereby granted premises from and against itself, and all persons claiming or holding under it, the said Grantor, unto the said **GRANTEE**, its successors and assigns, and also against the lawful claims or demands of all persons whomsoever, covenanting that it is seized in fee thereof; that it has good and lawful right to sell and convey the same, as aforesaid; that the same is free and clear of all encumbrances, except taxes due October 1, 2026, and subsequent years; and further excepting any restrictions, right-of-ways and easements pertaining to the above described property of record in the Probate Office of Madison County, Alabama.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor, has caused this instrument to be executed by its duly authorized representative on this the ____ day of _____, 2026.

GRANTOR:

LENNAR HOMES OF ALABAMA, LLC, a Delaware limited liability company

By: Jayson Williams
Its: Vice President

STATE OF ALABAMA)
 :
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Jayson Williams, whose name as Vice President of Lennar Homes of Alabama, LLC, a Delaware limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such Officer, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the ____ of _____, 2026.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

[the "Property"]

STATE OF ALABAMA
 COUNTY OF LIMESTONE

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA, ALSO BEING ALL THAT PART OF TRACT 2 OF STILLWATER COVE SUBDIVISION, PHASE 2, A RESUBDIVISION OF LOT 23 AND COMMON AREA "2" OF STILLWATER COVE SUBDIVISION PHASE 1 (PLAT BOOK H, PAGE 246) A RESUBDIVISION OF LOTS 1 AND 2 OF STILLWATER COVE SUBDIVISION (PLAT BOOK H, PAGE 229) AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA IN PLAT BOOK H, PAGE 259 & 260, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH REBAR AT THE SOUTHWEST CORNER OF SAID SECTION 11, THENCE SOUTH 89 DEGREES 12 MINUTES 01 SECOND EAST, 236.87 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 25 OF MOORE'S CREEK, PHASE 5 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA IN PLAT BOOK K, PAGES 278-279;

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A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 52 MINUTES 37 SECONDS EAST, 58.12 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS; THENCE NORTH 00 DEGREES 52 MINUTES 37 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 14 AND LOT 6 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS, 265.22 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY OF LOT 6, NORTH 17 DEGREES 31 MINUTES 08 SECONDS WEST, 32.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT BEING ON THE RIGHT-OF-WAY OF WILLET CIRCLE; THENCE ALONG THE SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 18 MINUTES 48 SECONDS EAST, 31.72 FEET TO THE SOUTHEAST CORNER OF LOT 5 OF SAID MOORE'S CREEK, PHASE 5, SAID PROBATE RECORDS; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 5, NORTH 07 DEGREES 47 MINUTES 05 SECONDS EAST, 149.24 FEET TO A POINT; THENCE SOUTH 88 DEGREES 40 MINUTES 22 SECONDS EAST, 67.38 FEET TO A POINT; THENCE SOUTH 07 DEGREES 16 MINUTES 13 SECONDS WEST, 200.56 FEET TO A POINT; THENCE SOUTH 04 DEGREES 06 MINUTES 19 SECONDS EAST, 213.74 FEET TO A POINT; THENCE SOUTH 00 DEGREES 03 MINUTES 00 SECONDS WEST, 338.48 FEET TO A POINT; THENCE SOUTH 18 DEGREES 27 MINUTES 35 SECONDS WEST, 468.60 FEET TO A POINT; THENCE SOUTH 10 DEGREES 56 MINUTES 39 SECONDS EAST, 213.33 FEET TO A POINT; THENCE SOUTH 27 DEGREES 56 MINUTES 18 SECONDS WEST, 226.19 FEET TO A POINT; THENCE SOUTH 12 DEGREES 13 MINUTES 41 SECONDS WEST, 241.05 FEET TO A POINT; THENCE SOUTH 25 DEGREES 15 MINUTES 17 SECONDS EAST, 102.32 FEET TO A POINT; THENCE SOUTH 25 DEGREES 29 MINUTES 44 SECONDS WEST, 80.73 FEET TO A POINT; THENCE NORTH 89 DEGREES 12 MINUTES 01 SECONDS WEST, 162.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.53 ACRES, MORE OR LESS.

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama, Section 40-22-1

Grantor's Name:	Lennar Homes of Alabama, LLC	Grantee's Name:	City of Madison
Mailing Address:	1300 Enterprise Way, Suite 201 Huntsville, AL 35806	Mailing Address:	100 Hughes Road Madison, AL 35758
Property Address:	3.53 acres in Moore Creek Phase 5	Date of Sale:	
		Total Purchase Price:	
		or	
		Actual Value:	
		or	
		Assessor's Market Value:	

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

<input type="checkbox"/> Bill of Sale	<input checked="" type="checkbox"/> Tax Appraised Value: \$183,000.00
<input type="checkbox"/> Sales Contract	<input type="checkbox"/> Other
<input type="checkbox"/> Closing Statement	

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of Sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date:	_____	Print	_____
Unattested	_____	Sign	_____
	(verified by)		(Grantor/Grantee/Owner/Agent) circle one

RESOLUTION NO. 2026-106-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR
FIREARM DESTRUCTION SERVICES**

WHEREAS, the Madison Police Department has identified certain firearms currently maintained in its custody which were confiscated, seized, or surrendered, and which have satisfied all applicable legal requirements for disposition and are eligible for lawful destruction; and

WHEREAS, GBGC, LLC, d/b/a Gulf Coast GunBusters provides firearm destruction services to law enforcement agencies throughout the region, including the transportation, secure housing, and destruction of firearms by pulverization in accordance with applicable Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) guidelines, and provides inventory receipts and documented proof of destruction, and such services are offered at no cost to the City under the selected service option.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor and the Chief of Police are hereby authorized and directed to execute on behalf of the City a Memorandum of Understanding (“MOU”), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Memorandum of Understanding between Madison Police Department and GBGC, LLC, d/b/a Gulf Coast GunBusters,” for the purpose of providing for the lawful and efficient destruction of confiscated, seized, and surrendered firearms maintained by the Madison Police Department in accordance with applicable law and established procedures; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same, and the Mayor or her designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms of said MOU, which provides for no cost to the City under the selected service option, subject to the budgetary restrictions set forth by the City Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this 9th day of March 2026.

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

ATTEST:

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

APPROVED this ____ day of March 2026.

Ranae Barlett, *Mayor*
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING

BETWEEN

Madison Police Department (Agency)

AND

GBGC, LLC d/b/a Gulf Coast Gunbusters (Gunbusters)

WHEREAS, the Madison Police Department (“Agency”) confiscates, collects, seizes and maintains weapons for various legitimate law enforcement purposes and houses said weapons in its Property Division; and

WHEREAS, Agency may condemn and dispose of said weapons pursuant to court orders through the Madison County (Court); and

WHEREAS, Agency has legal authority pursuant to Al (state) State law and the Madison County (Court) to request that weapons being maintained and stored in Agency’s Property Division be disposed of once various procedures and safeguards have been met; and

WHEREAS, Agency has been granted legal authority and permission to dispose of said weapons; and

WHEREAS, GBGC, LLC., d/b/a Gulf Coast Gunbusters (“GunBusters”) offers a Firearms Pulverizer system for law enforcement agencies intent on safely and efficiently destroying seized and surrendered firearms.

WHEREAS, GunBusters has been in business since 2016, is well established, and conducts business transactions with various law enforcement agencies throughout the United States; and,

WHEREAS, Agency desires to enter into an arrangement with GunBusters in order to safely and efficiently destroy seized and surrendered firearms; and

WHEREAS, no money will be exchanged or reimbursed as a result of the destruction of the firearms. In the event the agency prefers a complete firearm destruction with NO parting allowed then refer to the section on pricing.

NOW, THEREFORE, Agency desires to enter into this Memorandum of Understanding as follows:

AGENCY AGREES TO:

1. Provide a Microsoft Excel spreadsheet to GunBusters at least ten (10) days prior to transfer of the firearms. The spreadsheet will contain at least the following fields: Make, Model, Caliber or Gauge, Serial Number, Action, Evidence Number.
2. Assign a designee(s) to work with a GunBusters representative to ensure that the inventory of weapons is accurate;
3. Provide Gunbusters with a signed authorization form that will authorize Gunbusters to act as an agent for the Agency for the sole purpose & authority to transport, house and destroy the designated firearms by pulverization.

GUNBUSTERS AGREES TO:

1. Destroy confiscated and surrendered firearms for the Agency by pulverization with the understanding that GunBusters will sell salvaged parts and scrap metals. Unless the Agency opts for full and complete destruction with no “parting” allowed. Refer to section on pricing.
2. Arrange for current or retired law enforcement/military officers to pick up and securely transport the firearms to their destruction center located in Lafayette, La. GunBusters agrees to provide an inventory receipt to Agency representatives and assume full responsibility for said firearms;
3. Within 30 days of pick up from the Agency, GunBusters will destroy firearms by pulverization per Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) guidelines the serialized frame or receiver and provide Agency with a signed affidavit of GunBusters’ destruction record and a DVD documenting the video destruction of each individual frame or receiver. In the case of obliterated or non-serialized (pre-1968 rifles and shotguns) firearms, the record will document Agency’s evidence or file number, along with GunBusters’ record number assigned to each firearm. Gunbusters will destroy all defaced serials within 7 days of pick up or upon verification of defaced, whichever is later, per ATF Variance requirements.

RELEASE OF LIABILITY:

GBGC, LLC shall be responsible for acts or omissions of its personnel. GunBusters agrees to release and forever discharge the City of Madison (Gov. Entity) and **Madison Police Department** (Agency), their agents, servants and employees and their heirs, successors, executors, administrators and assigns of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity of whatever kind or nature for or because of any matter or thing done, omitted or suffered to be done prior to and including the date of the execution of this release or in the future on account of any damages both to person or property.

TERM: The term of this Memorandum of Understanding is for a period of one (1) year from the effective date of this Agreement and may be automatically renewed annually for a maximum of 3 years.

Liability: Each Party shall not be bound by any action taken by the other party in good faith in the exercise of the powers and authority conferred upon such party under this Agreement. The parties are not jointly and severally liable for any tort, contractual liability, misfeasance or malfeasance, violation of civil or criminal laws, or any other action arising out of, or in relation to, this Agreement.

Prohibition on Boycotting Israel: Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement GunBusters verifies that GunBusters: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations: GunBusters warrants, covenants, and represents that GunBusters is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

Arbitration: Any civil action concerning any dispute arising out of this Agreement may, upon agreement of both parties, be submitted to arbitration under the auspices of the American Arbitration Association in the State of Agency. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of that association before a single arbitrator. The parties agree that the venue for any arbitration or litigation shall be the state courts located therein, or the United States District Court of the state in which the Agency is primarily located, as per the relevant jurisdictional or choice of venue requirements.

Entire Agreement: This Agreement constitutes the entire agreement between Gunbusters and the Agency pertaining to the subject matter contained herein, and supersedes all prior agreements, representations, warranties and understanding of the parties.

Termination: This Agreement may be terminated by written request of either of the Parties hereto. Any Party may elect to terminate its participation in this Agreement by providing thirty (30) days prior written notice to the other Party hereto.

Auto Renewing Contract: This contract will auto renew each year but for no more than 3 consecutive years maximum after which time it will expire. Each party still retains the right to cancel at any time pursuant to the TERMINATION clause stated in this contract.

Execution in Counterpart: The Agreement may be executed in two (2) counterparts, each of which shall be taken on to be an original. The parties hereto, intending to be bound, have signed this Agreement as of the date and year as written below.

Pricing and Terms: For Agencies requesting a complete destruction service with no “parting” allowed the pricing is as follows with payments terms within 10 days of completion. Payment may be made via Check, Credit Card or ACH. If by Credit Card a 4% surcharge may be applied.

PLEASE SELECT ONE OPTION BELOW:

FREE SERVICE For services per our default parting allowance)

PAID SERVICE (see next page for pricing)

Pricing and Terms for PAID SERVICE previously selected, Cont'd:

- 1. Firearms at **\$95.00** each
- 2. Knives, swords, BB Guns and Misc items at **\$4.50** each with no recording.
- 3. Knives, swords, BB Guns and Misc items at **\$12.00** each with recording.
- 4. Transportation/Personnel Fee at **\$1.85** per mile at 0 miles from our location.

_____ Signature for acceptance of above terms.

_____ Print Name

WITNESS:

GBGC, LLC, A Louisiana
Limited Liability Company

_____ BY: _____ Date: _____
Tim Heinzen
Owner

WITNESS:

Madison Police Department (Agency)

_____ BY: _____ Date: _____
_____ (Print Name & Title)

ATTEST:

City of Madison, Alabama

_____ Date: _____
Lisa D. Thomas, City Clerk-Treasurer Ranae Barlett, Mayor

Federal Firearms License (18 U.S.C. Chapter 44)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC FFLC@atf.gov 1-866-662-2750	License Number	5-72-055-01-8H-05376
Chief, Federal Firearms Licensing Center (FFLC)	<i>Tracy Robertson</i>	Expiration Date	August 1, 2028

Name
GULF COAST GUNBUSTERS

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
**214 FOUR PARK RD
LAFAYETTE, LA 70507-**

Type of License
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

<p>Purchasing Certification Statement</p> <p>The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under Type of License.</p>	<p>Mailing Address (Changes? Notify the FFLC of any changes.)</p> <p>GBGC LLC GULF COAST GUNBUSTERS P O BOX 250 CARENCRO, LA 70520-</p>
<p><i>[Signature]</i> Licensee/Responsible Person Signature</p> <p><i>[Signature]</i> Position/Title</p> <p><i>[Signature]</i> Printed Name</p> <p><i>[Signature]</i> Date</p>	

Previous Edition is Obsolete GBGC LLC 214 FOUR PARK RD 70507 5-72-055-01-8H-05376 August 1, 2028 01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES ATF Form 8 (5310 11) Revised September 2023

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC) 244 Needy Road Martinsburg, WV 25405-0431
Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: FFLC@atf.gov
ATF Homepage: www.atf.gov
FFL eZ Check: fllezcheck.atf.gov/FFLEzCheck

Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Cut Here

Federal Firearms License (FFL) Information Card

License Name: **GBGC LLC**

Business Name: **GULF COAST GUNBUSTERS**

License Number: **5-72-055-01-8H-05376**

License Type: **01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES**

Expiration: **August 1, 2028**

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FIPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

RESOLUTION NO. 2026-107-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR PICKLEBALL 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 Chris Welch, a professional certified instructor in Pickleball, to conduct classes on City facilities for Pickleball instruction, 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 9th day of March 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 March 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 Chris Welch, doing business as C&G Pickleball Academy, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains facilities for the enjoyment of Pickleball; and

WHEREAS, the City desires to obtain the services of a professional instructor of Pickleball for teaching classes at City facilities; and

WHEREAS, Contractor is a unique provider of these services and maintains certifications for instruction in Pickleball; and

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for providing professional training/instruction during classes and shall have sole responsibility for the manner in which such classes and/or training is concluded.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class he teaches.
 - 3. Contractor may be allowed to store his 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 he conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
- 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 pay instructor a fee of fifty dollars (\$50.00) per class for Contractor’s services based on his expertise and number of certifications unique to the Contractor. The Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes associated with these fees paid to the Contractor.

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 they 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:

**Chris Welch
C&G Pickleball Academy
802 Muriel Drive
Huntsville, AL 35802
Cwelch5@aol.com**

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 March 2026.

Notary Public

(Signature Page To Follow)

Chris Welch
CONTRACTOR

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Chris Welch, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

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

Notary Public