Agenda

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

6:00 PM
Council Chambers
August 10, 2026

AGENDA NO. 2026-15-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 Troy Godwin of Madison Bible Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

   A. Minutes No. 2026-13-RG, dated July 13, 2026

   B. Minutes No. 2026-08-WS, dated July 15, 2026

   C. Minutes No. 2026-14-RG, dated July 27, 2026

   D. Minutes No. 2026-02-SP, dated July 29, 2026

7. PRESENTATIONS AND AWARDS

   A. Madison Cemetery Committee Presentation

   B. Madison Station Historic Preservation Commission - Gazebo - update on MOU

   C. Madison Greenways and Trails Update

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. 2026-280-R:** Authorizing the disposal or destruction of certain City Clerk-Treasurer Department records as reviewed by the Alabama Department of Archives and History

B. **Resolution No. 2026-288-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065848 on a collision incident which occurred April 30, 2026, to a Public Works Vehicle ($2,115.72 [minus $1,000 deductible] to be deposited into General Operating account)

C. Acceptance of $150,000.00 donation from Commissioner Steve Haraway, District 2 (to be deposited into the Police Department Donations account)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

A. **Resolution No. 2026-290-R:** Authorize funding from the City Council Special Projects budget for the replacement of fencing at Cambridge Neighborhood Park in an amount not to exceed $7,455 and to further authorize a Contractor Agreement with Huntsville Fence Co. for the purchase and installation of the fencing

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 Brenda Matthews to Place 3 of the Madison Station Historic Preservation Commission

12. PUBLIC HEARINGS

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

A. **Resolution No. 2026-286-R:** Request for an Off-Premises Beer and Wine License from Madison Market 5211 Inc., doing business as Madison Market, for their location at 5211 Wall Triana Highway

B. **Resolution No. 2026-287-R:** Request for an Off-Premises Beer and Wine License from Madison Market 8064, Inc., doing business as Madison Market, for their location at 8064 Old Madison Pike

13. DEPARTMENT REPORTS

ENGINEERING

A. **Proposed Ordinance No. 2026-149:** Adopting a Post-Construction Stormwater Ordinance into City of Madison's Code of Ordinances (First Reading 07/27/2026)

B. **Proposed Ordinance No. 2026-184:** Revising Article IV, Section F(9) of the Flood Damage Prevention Ordinance (Section 17-93 in the Madison City Code) Regarding Floodplain Land Conservation (First Reading 07/27/2026)

C. **Resolution No 2026-283-R:** Authorizing a Professional Services Agreement with Nivens & Associates Appraisal, Inc. for appraisal of properties on Project 25-017 Garner Street Extension, Phase 3 ($5,000 to be paid from Engineering Department budget)

D. **Resolution No 2026-284-R:** Authorizing a Professional Services Agreement with Nivens & Associates Appraisal, Inc. for appraisal of properties on Project 25-006 Sullivan Street and Mill Road Improvements ($18,000 to be paid from Engineering Department budget)

E. **Resolution No 2026-285-R:** Authorizing a Professional Services Agreement with Halliburton Surveying & Mapping, Inc. for a ground penetrating radar survey for utility duct bank location identification on Project 25-006 Sullivan Intersection Improvements ($3,900.00 to be paid from Engineering Department budget)

F. **Resolution No. 2026-292-R**: Authorize Memorandum of Understanding with the Bradford Farms Homeowners Association, Inc., for the dredging of a retention pond in the amount of $73,000.00 to be paid from the Stormwater Fund.

G. **Resolution No. 2026-293-R:** Authorizing Contractor Agreement with American Sport Fish Hatchery Management Group, LLC for the dredging of Bradford Farms retention pond ($73,000 to be paid from Stormwater Fund)

FACILITIES AND GROUNDS

A. **Resolution No. 2026-294-R:** Approve Listing Agreement with Opie Balch Realty, LLC, for the sale of property located at 225 Mill Road

B. **Ordinance 2026-295**: Declare Vacant Tract of Land .93 Acres in size and located on Kyser Boulevard as surplus (First Reading)

FINANCE

A. **Resolution No. 2026-271-R**: Authorizing the Re-Appropriation of Funding from the 2016-C Warrant Fund ($3,646,172.60 for Fire Station 4 Ladder Bay, City Hall Renovations Project, and Park Improvements for Huntsville-Brownsferry Road property)

PLANNING

A. **Proposed Ordinance No. 2026-265:** Vacation of a utility and drainage easement located within 108 Church Street, Lot 28, of the North Alabama Gas District Subdivision (First Reading 07/27/2026)

B. **Proposed Ordinance No. 2026-277:** Vacation of a utility and drainage easement located within Lot 16 of Town Madison 15 Subdivision (First Reading, Request to Suspend the Rules and Vote for Immediate Consideration)

C. **Resolution No. 2026-278-R**: Setting a Public Hearing on Proposed Ordinance No. 2026-279: rezoning certain property owned by Charles and Martha Rodman, Carol Green, James and Susie Lewter,

consisting of 23.4 acres, located on the west side of Slaughter Road, north of Eastview Drive, rezoning approximately 19 acres from AG (Agriculture District) to R-1C (Single-Family Conservation District) and approximately 4.4 acres from AG to B-2 (Community Business District) (First Publication 8/19/2026, Synopsis 8/26/2026, Public Hearing 9/14/2026)

D. **Resolution No. 2026-273-R:** Setting a Public Hearing on Proposed Ordinance No. 2026-274: zoning certain property owned by Latif Leka, consisting of 0.46 acres, located at 158 Forrest Drive, south side of Forrest Drive, east of Rainbow Drive, R-1A (Low Density Residential) upon annexation (First Publication 8/19/2026, Synopsis 8/26/2026, Public Hearing 9/14/2026)

E. **Proposed Ordinance No. 2026-272:** Assenting to the annexation of property located at 158 Forrest Drive, south side of Forrest Drive, east of Rainbow Drive, into the City of Madison (First Reading)

RECREATION

A. **Proposed Ordinance No. 2026-267-R:** Amending the Fee Schedule for the use of Parks & Recreation Facilities (First Reading 07/27/2026)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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

MINUTES NO. 2026-13-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
JULY 13, 2026

The Madison City Council met in regular session on Monday, July 13, 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.

Reverend Glen Bowers, Associate Pastor, of Trinity Baptist Church provided the invocation followed by the Pledge of Allegiance led by Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Assistant Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Economic External Affairs Officer James Manasco, Director of Operations and Communications Amanda Jarrett, Director of Human Resources Kelly Bracci, Fire Chief Brandy Williams, Deputy Revenue Officer Ivon Williams, City Engineer Michael Johnson, Finance Director David Lawing, Director of Facilities and Grounds Gerald Smith, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Glen Bowers, Jori Charman, Christina Hearne, Cesar Castillo, Opie Balch, Amy Balch, Jean Ann Benefield, Stephen Simpson, Luke Crocker

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli had the following update and/or change listed below:

To postpone the consideration of the 2026-12 RG minutes until the next council meeting to be able to solidify the minutes.

APPROVAL OF MINUTES

None

PRESENTATIONS AND AWARDS

MADISON VISIONARY PARTNERS - AMERICA 250 PROJECT PRESENTATION, MARC JACOBSON AND CITY OF MADISON FACILITIES & GROUNDS DIRECTOR GERALD SMITH

Marc Jacobson, representing Madison Visionary Partners, presented information to the Council regarding the proposed Madison Letters Public Art Project. He explained that the project is a collaborative effort among the Madison Area Chamber of Commerce, the City of Madison, and Madison Visionary Partners. Approval was requested for the installation of the public art display, which would be located in Town Madison within the City of Madison.
Mr. Jacobson presented a PowerPoint outlining the proposed installation, including projected costs and landscaping plans.

Director of Facilities and Grounds Gerald Smith presented the engineered drawings for the project and explained that several fabrication materials and methods had been evaluated, including concrete, coated foam, metal, and other alternatives. Following extensive research, fiberglass reinforced with a steel framework was selected as the preferred fabrication method due to its durability and suitability for the project.

PRESENTATION OF MADISON POLICE DEPARTMENT LIFE SAVING AWARDS TO OFFICER PATRICK NILES, OFFICER JACOB KRAMER, OFFICER JONATHAN SISKOFF, DETECTIVE ANDREW SLAUGHTER AND OFFICER TIMOTHY PORTIK

Chief Gandy presented Life Saving awards to the following individuals:

- Officer Patrick Niles
- Officer Jacob Kramer
- Officer Jonathan Siskoff
- Detective Andrew Slaughter
- Officer Timothy Portik

A round of applause was given. Police Chief Gandy expressed his thanks for the wonderful job these individuals have done.

PRESENTATION OF MADISON POLICE DEPARTMENT PUBLIC SAFETY AWARDS TO ASSISTANT POLICE CHIEF ALLEN, CAPTAIN ANDERSON, LIEUTENANT MILES, SERGEANT REAVES, COMMUNICATIONS SUPERVISOR SHARP AND CAPTAIN STOUT

Chief Gandy and Assistant Police Chief Mike Allen presented Public Safety Awards to the following individuals:

- Captain Anderson
- Lieutenant Miles
- Sergeant Reaves
- Communications Supervisor Sharp
- Captain Stout

A round of applause was given. Police Chief Gandy expressed his thanks for the wonderful job these individuals have done.

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.*

CAROLINE WATHEN (DISTRICT 4)

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

- Solution for the existing aquatic facility to serve the community throughout the winter months-Repair of the existing bubble

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	$2,197,429.28
Special General Operating Accounts	$2,110.48
½ Cent Capital Replacement	$144,066.00
½ Cent Infrastructure	$129,275.06
Gasoline Tax and Petroleum Inspection Fees	$132,077.16
Street Repair and Maintenance	$4,992.81
Subdivision Cash Bonds	$93,711.60
Library Building Fund	$90,253.23
Water Distribution and Storage	$6,773.00
Venue Maintenance	$898,624.67
Fire CPR	$1.157.28

Regular and periodic bills to be paid:

Resolution No. 2026-222-R: Amending the Utility Expense Sharing Agreement with Intergraph Improved Properties, LLC

Resolution No. 2026-233-R: Authorizing the disposal or destruction of certain City Clerk-Treasurer Department records as reviewed by the Alabama Department of Archives and History

Resolution No. 2026-234-R: Authorizing the disposal or destruction of certain Human Resource Department records as reviewed by the Alabama Department of Archives and History

Resolution No. 2026-245-R: Accepting a grant award from the Toyota Foundation for the 2026 Mayor's Youth Council

Resolution No. 2026-259-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066027BS caused by a collision involving a police vehicle which occurred on May 12th, 2026 ($6,102.55 [less $1,000 deductible] to be deposited into General Operating account)

Acceptance of 10% profits from Valerie Harp d/b/a Vacations by Val Travel Group in the amount of $222.15 for Alaska Cruise 2026, $54.28 for Collette's Canyon Country trip, and $107.35 for the Chattanooga day trip (total: $383.78)

Acceptance of a $20,000 donation from Senator Tom Butler to be used towards the America 250 Project

Acceptance of a $25,000 donation from Senator Tom Butler (to be deposited in the Fire Department Donations account)

Acceptance of a $10,000 donation from Senator Arthur Orr to be used towards the America 250 Project

Acceptance of a $27,000 donation from Madison Visionary Partners to be used towards the America 250 Project

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

Council Member David Bier	Aye
Council Member 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.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Shout- out to all the departments and outside organizations that helped with America's 250th birthday week
- Shout-out to Parks and Rec for the firework show
- Shout-out to Amanda Jarrett for helping coordinate activities
- Thanked all the donors who have contributed to the Madison letters
- Participated in a ride along with the Madison police department
- SEC came to Madison for a visit and review of the Toyota Field
- Attended the State of Limestone County last week and watched Chairman Daly deliver their update

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Announced next Tuesday will be the library board meeting and will be held in Madison instead of Huntsville at 4 p.m.
- Announced the ribbon cutting for the new animal shelter is Tuesday morning at 8:30 a.m.
- Announced there is a wish list from amazon for the Animal Control Officers once things going up and running

COUNCIL DISTRICT NO. 2 DAVID BIER

No new business to report

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Third Thursdays on main this Thursday from 5-7
- Shared information on Calea accreditation
- Thanked Chief Gandy for the wonderful job done with Calea accreditation

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Discussed fixing the bubble motor before winter
- Updates on the Miracle League of Madison
- Shared information on the new business Bat Flip Baseball Cards
- Will announce fall office hours in the next few weeks

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thanked Parks and Rec for a successful night of fireworks
- Attended Alabama League of Municipalities board meeting

- Shared upcoming events for the Madison Chamber

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

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

- Pleased with the fireworks celebration
- Thanked Parks and Recreation and everyone that contributed to a successful night of fireworks
- Announced the "Battle of the Burger" at the Rocket City Cookout Thursday from 5-8 p.m.
- Shared that the sales tax holiday is this weekend

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Announced this Saturday July 18th Madison Greenway and Trails are looking for volunteers to help create the Mill Creek Preserve between 9 a.m. and 12 p.m.
- Madison Arts Alliance concert on July 23rd from 7 p.m.-9 p.m.
- Announced Madison City School's is having their annual supply drive for kids in need-drop off is between July 27th -July 30th -visit their Facebook page for details

BOARD/COMMITTEE APPOINTMENT

MURAL ADVISORY BOARD: REAPPOINTMENT OF KRISTEN STRICKLAND TO PLACE NO. 2 WITH A TERM EXPIRATION OF FEBRUARY 27, 2030, AND APPOINTMENT OF AMANDA JARRETT TO PLACE NO. 1 WITH A TERM EXPIRATION OF JULY 13, 2030

Council President Wroblewski recommended reappointing Kristin Strickland to place No. 2 with a term expiration of February 27, 2030, and appointment of Amanda Jarrett to place No. 1 with a term expiration of July 13, 2030.

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2026-203: ZONING CERTAIN PROPERTY OWNED BY LAURA MCCORMICK AND THOMAS MAKIES, CONSISTING OF 1.54 ACRES, LOCATED AT 167 BRENTWOOD LANE, SOUTH OF EASTVIEW DRIVE AND WEST OF LEWTER DRIVE, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 6/08/2026)

Director of Development Services Mary Beth Broeren informed Council that this is a new request and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Bier moved to approve Ordinance No. 2026-203. Council Member Lessmann seconded. The roll call 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. 2026-256-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM VIVA TEQUILA LLC, DOING BUSINESS AS VIVA TEQUILA, FOR THEIR LOCATION AT 12090 COUNTY LINE ROAD, SUITE H, MADISON, AL 35756

Deputy Revenue Officer Ivon Williams informed Council that this is a new request and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member White moved to approve Resolution No. 2026-256-R. Council Member Goodson seconded. The roll call 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.

DEPARTMENTAL REPORTS

CITY CLERK

RESOLUTION NO. 2026-241-R: ACCEPTANCE OF STATEMENT OF WORK QUOTE NO. Q-121879-1 FROM CIVICPLUS FOR AGENDA MANAGEMENT SOFTWARE CONVERSION AND IMPLEMENTATION SERVICES IN THE AMOUNT OF $8,000 FOR

THE INITIAL TERM, WITH ANNUAL RECURRING SUBSCRIPTION FEES OF $12,000 THEREAFTER (TO BE PAID FROM CITY CLERK DEPARTMENT BUDGET)

Council Member Goodson moved to approve Resolution No. 2026-241-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

RESOLUTION NO. 2026-231-R: AUTHORIZING A CONSTRUCTION AGREEMENT FOR A FEDERAL AID PROJECT WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION - CITY OF MADISON PROJECT 26-003 (ALDOT PROJECT NO. CRPHV-4526(250)) FOR PEDESTRIAN AND INTERSECTION IMPROVEMENTS ON TOWN MADISON BLVD AT THE ENTRANCE AND EXIT RAMPS FOR I-565

Council Member White moved to approve Resolution No. 2026-231-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-240-R: AUTHORIZATION FOR NORFOLK SOUTHERN RAILWAY COMPANY TO INCUR AND BILL COSTS TO REVIEW PROJECT PLANS ON PROJECT 26-012 TOWN MADISON GREENWAY EXTENSION IN AN AMOUNT NOT TO EXCEED $25,000.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Lessmann moved to approve Resolution No. 2026-240-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Council Member Kenneth Jackson	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-251-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH J. HENDRIX DESIGN, LLC D/B/A REPLICA PLASTICS FOR THE DESIGN, FABRICATION, AND INSTALLATION OF AN AMERICA 250 PROJECT "MADISON" SCULPTURE IN AN AMOUNT NOT TO EXCEED $86,750 (TO BE PAID FROM THE MADISON LETTERS ACCOUNT)

Council Member Bier moved to approve Resolution No. 2026-251-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.

HUMAN RESOURCES

RESOLUTION NO: 2026-242-R: MOVING THE ADMINISTRATIVE PLAN/BID COORDINATOR POSITION FROM THE PLANNING DEPARTMENT TO THE LEGAL DEPARTMENT EFFECTIVE AUGUST 3, 2026.

Council Member Lessmann moved to approve Resolution No. 2026-242-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-243-R: ECONOMIC DEVELOPMENT COORDINATOR, GRADE 112 POSITION CHANGE TO ECONOMIC DEVELOPMENT COORDINATOR, GRADE 116. THIS POSITION WILL BE MOVED FROM THE PLANNING DEPARTMENT TO THE MAYOR'S OFFICE.

Council Member White moved to approve Resolution No. 2026-243-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-244-R: APPROVAL OF GRADE 105 EXECUTIVE ASSISTANT POSITION FOR THE PLANNING DEPARTMENT.

Council Member Goodson moved to approve Resolution No. 2026-244-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

INFORMATION TECHNOLOGY

PROPOSED ORDINANCE NO. 2026-217: APPROVING ADDITION OF CHAPTER 15 TO THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES TO PROVIDE COMPUTER AND ARTIFICIAL INTELLIGENCE USE POLICIES (FIRST READING 06/22/2026)

Council Member Lessmann moved to approve Proposed Ordinance No. 2026-217. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-246-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH CT INTEGRATED SOLUTIONS, INC. FOR THE PURCHASE AND INSTALLATION OF IP CAMERA AND CAMERA NETWORK CABLES AT THE

MUNICIPAL COMPLEX BUILDING LOCATED AT 100 HUGHES ROAD IN THE AMOUNT OF $29,845 (TO BE PAID FROM IT DEPARTMENT BUDGET)

Council Member Bier moved to approve Resolution No. 2026-246-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

RESOLUTION NO. 2026-252-R: AUTHORIZING AGREEMENT WITH DECKARD TECHNOLOGIES FOR RENTALSCAPE SHORT TERM RENTAL PROPERTY MONITORING SERVICES AND ONLINE COMPLAINT FORM SERVICE ($8,000.00 FROM BUILDING DEPARTMENT MAINTENANCE CONTRACT ACCOUNT).

Council Member Goodson moved to approve Resolution No. 2026-252-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	Recuse
Council Member Kenneth Jackson	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2026-204: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 167 BRENTWOOD LANE, SOUTH OF EASTVIEW DRIVE AND WEST OF LEWTER DRIVE, INTO THE CITY OF MADISON (FIRST READING 06/08/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-204. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-237: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 11356 CARDINAL DRIVE, EAST SIDE OF CARDINAL DRIVE, NORTH OF POWELL ROAD, INTO THE CITY OF MADISON (FIRST READING)

This is a first reading

RESOLUTION NO. 2026-235-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-236: ZONING CERTAIN PROPERTY OWNED BY WILLMAN LEE BURKET JR., CONSISTING OF 0.62 ACRES, LOCATED AT 11356 CARDINAL DRIVE, EAST SIDE OF CARDINAL DRIVE, NORTH OF POWELL ROAD, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 7/22/2026, SYNOPSIS 7/29/2026, PUBLIC HEARING 8/24/2026)

Council Member Bier moved to approve Resolution No. 2026-235-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-255: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 4 & 5 OF ROYAL DRIVE WAREHOUSES AT ARLINGTON PARK SUBDIVISION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2026-250: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 10569 BURGREEN ROAD, WEST SIDE OF BURGREEN ROAD, NORTH OF CEDAR ACRES DRIVE, INTO THE CITY OF MADISON (FIRST READING)

This is a first reading only

RESOLUTION NO. 2026-248-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-249: ZONING CERTAIN PROPERTY OWNED BY RICHARD AND KENYA MORSE, CONSISTING OF 2.42 ACRES, LOCATED AT 10569 BURGREEN ROAD, WEST SIDE OF BURGREEN ROAD, NORTH OF CEDAR ACRES DRIVE, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST PUBLICATION 7/22/2026, SYNOPSIS 7/29/2026, PUBLIC HEARING 8/24/2026)

Council Member Bier moved to approve Resolution No. 2026-248-R. Council Member Jackson seconded vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Wroblewski shared that she has a family member that's having surgery and will not be at Wednesday night's work session. She shared that Council Member Goodson will lead the discussion for public safety.

ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

Minutes No. 2026-13-RG, dated July 13th, 2026, read, approved and adopted this 27th day of July 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Kerri Sulyma
Recording Secretary

MINUTES NO. 2026-08-WS
WORK SESSION MEETING
OF MADISON, ALABAMA
July 15, 2026

The Madison City Council met in work session on Wednesday July 15, 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 Member Billie Goodson.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Absent
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	Absent
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Municipal Records Coordinator Amy Rumley, City Attorney Megan Zingarelli, City Prosecutor Tim McFalls, Police Chief John Gandy, Fire Chief Brandy Williams, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Director of Finance David Lawing, and Captain Nic McRae.

PUBLIC SAFETY-FIRE

Fire Chief Brandy Williams thanked the council for a proactive approach and opened by sharing a presentation, Madison Fire and Rescue Capital Plan FY 2027-2031. Below are the topics discussed:

1. Portable Radios-FY 2027
    - portable radios are 16 years old
    - end of life 12-31-23, repair parts can take up to 6 months
    - applied for an AFG Grant-in the review phase, should know in September
    - Estimated cost $864,500
    - If awarded the grant would only cover 60 of the 95 radios, $318,500 plus $49,636.36 totaling $368,136.36

Council Member Bier asked if the old radio could be sold for parts. Fire Chief Brandy Williams responded there absolutely could be.

2. Pickup Trucks-FY 2027

- Replace 2008 Tahoe-been in shop several weeks, having lifters replace
- Replace 2015 Tahoe
- One would be replaced by a Pickup and the other by a Tahoe, each $65,000 totaling $130,000, outfitted with lights and sirens

3. Fire Station 5 Land-FY 2027-
    - Land in southwest portion of the city
    - Director of Facilities and Grounds Gerlad Smith, has $8,500,000 in his FY2027 budget for the building
    - Land estimated cost $500,000

Council Member Goodson asked if the $8,500,000, is only the building. Fire Chief Brandy Williams responded, yes that does not include the land, furniture or outfitting. Mayor Ranae Bartlett states the land will be donated.

4. Engine 5 Order-FY 2027
    - Build times for a new Engine is 36 months
    - This Engine is currently scheduled to replace Engine 2, but could be used as Engine 5
    - Total cost $1,100,000 (2030)

Council Member Goodson states basically extend Engine 2 in service. Fire Chief Brandy Williams responded in the affirmative.

5. New Engine-FY 2028
    - Ordered April 2025
    - Estimated completion May 2028
    - Could replace Engine 2 or could be Engine 5
    - Total cost $1,068,410

Council Member McKay asked when a firetruck is ordered is a downpayment required. Fire Chief Brandy Williams responded with no. In the past when a truck was delivered a payment is made by check. Council Member White asked if that was the first notification of a firm completion date. Fire Chief Brandy Williams stated during a call regarding other items is when the notification happened. Council Member White stated it takes about 15 months after order to get an estimated completion date. Fire Chief Brandy Williams answered in the affirmative.

6. New Engine Equipment-FY 2028
    - The new Engine only comes with ground ladders
    - Estimated cost of equipment is $100,000

7. New Ladder-FY 2028
    - Ordered April 2025
    - Estimated completion September 2028
    - Director of Facilities and Grounds Gerlad Smith, budgeted for a third bay at Station 4
    - Then a Ladder Truck will be on the north and south end of the city
    - Estimated cost $1,806,391

Mayor Ranae Bartlett asked Fire Chief Brandy Williams to explain why it is important to maintain ISO rating. Fire Chief Brandy Williams states Madison was reaffirmed with an ISO 1 rating, which keeps insurance low for businesses and residents. Council Member Bier asked if it is an annual inspection. Fire Chief Brandy Williams responded with it is supposed to be every five years. Council Member Goodson asked if there is a metric between ISO ratings. Fire Chief Brandy Williams stated the numbers are out there.

8. New Ladder Equipment-FY 2028
    - Equipment estimated cost $125,000

9. New Ladder Personnel-FY 2028
    - Additional 6 personnel
    - Promotion of three captains and three drivers for the truck
    - Estimated salary cost $378,756
    - Estimated training/equipment/promotions cost $168,814
    - Total estimated cost $547,570

Council Member Bier asks if this is full staffing for the station. Fire Chief Brandy Williams responds this is just for the ladder truck on order. Council Member Goodson says this ladder truck would go into an existing station. Fire Chief Brandy Williams responded yes, either Station 2 or 4. Council Member Goodson asks about staff leveling in Station 5 opens. Fire Chief Brandy Williams responded with opening a new station with three to four people per shift, which needs twelve people.

10. Firefighter Training/ Equipment Costs
    - Recruit School-$1250 (10 weeks)
    - EMT Basic-$600
    - AEMT-$2,354
    - Paramedic-$7,900
    - Equipment/Uniforms-$16,400
    - Total of $28,504 to train a firefighter outside of salary

Fire Chief Brandy Williams announced on August 14, six will graduate to paramedics. Council Member Jackson asks if the classes are chosen or sequential. Fire Chief Brandy Williams answers that the classes are sequential, the timeline takes about two years. Council Member Goodson asks how many firefighters are paramedics. Fire Chief Brandy Williams responds with about sixty.

11. Tahoe-FY 2028
    - Replace 2017 Tahoe-high mileage/ replaced transmission
    - Estimated cost $65,000 outfitted with lights and sirens

12. Cardiac Monitors-FY 2029
    - currently have six 2009 cardiac monitors
    - end of life typically 15-20 years
    - Estimated cost $365,000

13. Pickup Truck/Tahoe-FY 2029
    - Replace 2015 Escape
    - Replace 2017 Tahoe
    - Estimated cost $130,000

14. Engine 3 Order-FY 2029
    - Place order in 2029, build time 36 months
    - Payment would be FY 2031-2032
    - Estimated cost $1,250,000

15. Station 5 Personnel-FY 2030
    - Additional 12 personnel
    - Promotion of 3 captains and drivers
    - Estimated salary cost of 12 personnel $757,513, training equipment and promotions $277,628, totaling $1,305,141

Council Member Bier asked if the salary excludes health benefits. Fire Chief Brandy Williams stated that does not include health benefits or retirement.

16. Station 5 Furnishings-FY 2030
    - Furniture and supplies
    - Estimated cost $75,000

17. Engine 5-FY 2030
    - Ordered FY 2027
    - Estimated cost $1,100,000 in FY 2030

18. New Engine 5 Equipment-FY 2030
    - Estimated cost $150,000

19. Pickup Truck-FY 2030
    - Replace 2019 Ford F-150
    - Estimated cost $65,000

20. Pickup Truck-FY 2031
    - Replace 2020 Ford F-150
    - Estimated cost $65,000

21. Engine 3-FY 2031
    - Order place in 2029
    - Estimated cost $1,250,000 FY 2031-2032

22. SAFER Grant
    - Cost share of hiring firefighters
    - 1st yr 75%/25%,
    - 2nd yr 75%/25%,
    - 3rd yr 65%/35%,
    - 4th yr and beyond 100%

Council Member Goodson asked if the grant covered all the years or a reapplying yearly. Fire Chief Brandy Williams states it is for all four years. Council Member Bier said that looks great and should apply, what are the numbers. Fire Chief Brandy Williams said this year's numbers are 1,213 applications were turned in totaling a request of 1.49 billion and only 324 million available.

Fire Chief Brandy Williams discusses the proposed renovations of old Station 4 at the training center. This would provide a place for the reserve Engine and allow small training rooms, storage, and hot washing and training sessions could be out of the sun. Also, the tuition reimbursement program HR has is vitally important because promotions hinge on degrees. Council Member Goodson asked is the amount offered enough to cover the cost of the degree. Fire Chief Brandy Williams responded it is unless it is for a master's degree.

Council Member McKay asked about the overarching regulations on how fast you can respond. Fire Chief Brandy Williams stated ISO determines that, response time should be five minutes and twenty seconds. Council Member McKay asked not having a Station in the southwest portion could possibly affect the ISO rating. Fire Chief Brandy Williams responded in the affirmative. Council Member McKay asked how land for Fire Stations were acquired in the past. Fire Chief Brandy Williams responded, Station 3 the land was donated and Station 2 the land was bought. Mayor Ranae Bartlett spoke about the potential growth and development and acquiring the land through rezoning or annexations.

Council Member Jackson asked about the usable life of Fire Engines. Fire Chief Brandy Williams said ideally a Fire Engine is on the frontline for ten years and then ten years in reserve for a total lifespan of twenty years.

Fire Chief Brandy Williams spoke about the trial on 48-96 shifts and thanked Mayor Barlett for allowing the trial of the shift model.

PUBLIC SAFETY-POLICE

Police Chief John Gandy opened by sharing a presentation, Overview of the Madison Police Department and Future Plans. Below are the topics discussed:

1. Mission Statement

2. Core Values
    - S-Service
    - A-Accountability
    - F-Fairness
    - E-Excellence

3. Strategic Plan 2025-2027
    - Explore technology methods and intelligence-led policing, presented a handout, computer statistics overlayed onto the city map, producing clusters in the city
    - Utilize internal and external data to develop traffic enforcement measures
    - Develop use of differential patrol strategies and establishment of police sub-stations
    - Use leading-edge technology, equipment, and training
    - Strengthening the department's recruiting and retention efforts

4. Calls for Service
    - C-subject, check area, highest number of calls, driven heavily by the patrol division
    - Traffic crashes-no injuries, is the next largest, Madison has smaller roads, densely packed population, and a lot of cars on the roads. 74% of calls were handled by the Traffic Unit
    - The smallest number of calls are accidents with injuries

5. Organizational Chart of the Department
    - Criminal Investigations
    - Patrol
    - Special Operations
    - Services and Support Division

6. Sworn Officer and Staffing Distribution
    - Sworn Police Officers- Current 92 (87 Actual), currently 5 of the 87 in the police academy with 5 current vacancies
    - Uniformed Patrol-40 sworn currently assigned but need 49
        - Bailiffs and transport for court on Thursday and Fridays
        - Direct and control pedestrian and traffic at Trash Pandas Games
        - Special Events examples 4th of July, Street Festival, Parades
        - Required a minimum of 12 hours of continuing education credits per year, Madison Officers receive 18-20 hours
    - Investigative Division- 12 (staffing level have not changed since 2010),
        - 1 assigned to FBI RCFL Task Force with K9,
        - Need 1 additional to staff area wide drug task force.
        - The electronic detection dog was secured through a grant
    - Special Operations-22 sworn/4 non-sworn currently assigned,
        - SROs: 10 sworn need 4 more (2 large high schools, 3 middle schools, and 8 middle schools) 1 SRO has an air scent firearm detection K9, reimbursed salaries through the schools
        - Traffic safety unit: 5 sworn need additional
        - Training unit: 3 sworn-need 2 more
        - K-9: 3 sworn (1 in a training position) need one additional
        - Animal control: 3 non-sworn- needing to add a supervisor position, for adoptions and scheduling of animal control officers
    - Support Division-4 sworn/1 non-sworn assigned-internal affairs unit, CALEA, background investigations on new hires
    - Emergency communications-12 current need 5 additional to total 17
    - Police Services- 7 current need 1 additional to total 8
    - Accounting- 2 current, 1 budget, 1 payroll
    - Administrative Assistants-4 current, 1 Executive Assistant, 3 Administrative Assistants
    - Non-sworn Investigations-2 current, 1 crime analyst, 1 property and evidence clerk
    - Part-time School Crossing Guards (seasonal employees)-15 current-reimbursed the salaries through the schools

Council Member Bier asks if dispatchers and internal or handle 911 calls. Police Chief John Gandy responded the dispatchers are the ones handling the 911 calls.

7. Staffing Needs Compared to Other Big Ten Cities
    - Police Department averages 2.4 officers per 1000 according to FBI, in the south 2.3/1000
        - Madison 1.3 to 1.5 per thousand
        - Huntsville 2.3 per thousand
        - Hoover 1.9 per thousand

- Tuscaloosa 2.6 to 3.4 per thousand
- Auburn 1.93 per thousand
- Decatur 2.2 per thousand
- Dothan 2.4 to 2.6 per thousand

8. 4-year Staffing Plan
   - FY 2027 New 9 sworn officers-5 patrol officers, 4 SRO's ($80,00 officer with benefits estimate, training and equipment $36,000) totaling $1,044,000
   - FY 2028 New 5 sworn officers-4 community policing unit, 1 training unit
   - FY 2029 New 5 sworn officers- 2 investigators, 2 traffic safety unit, 1 K9 officer
   - FY 2030 New 5 sworn officers- 4 problem-oriented policing unit, 1 K9 supervisor

9. 3-5 Year Resource Needs
   - Police Vehicles
     - When an Officer is hired, the benefit of a take home car is offered
     - Pool Vehicles currently down to two available, used in case cars are involved in an accident, a car breaks down or also for new officers

Council Member Goodson said currently five Officers who are in academy would be getting a car around December. Police Chief John Gandy responded those Officers cars are accounted for and that leaves two pool vehicles. Council Member White asked what the preferred number of cars is to have. Police Chief John Gandy responded currently there are 65 to 70 uniformed Officers, like to have a full patrol vehicle for each. Currently some are in marked patrol vehicles, unmarked cars, mobile command trucks and administrative vehicles. One fully equipped vehicle is roughly $93,000.

     - Within the last 2 years, 4 patrol cars totaled out to actions that were not the fault of the Officer
     - Age and excessive mileage of the fleet will need 20 vehicles plus equipment
     - Request a capital outlay of $1,815,2000 for vehicles ($93,000 each)

   - Replace Taser Conducted Energy Weapons
     - Each Officer is required to carry 2 less lethal options on utility belt, pepper spray, taser, or impact weapon
     - Taser is no longer servicing the current Taser's
     - Total cost for weapons, holsters, probes, cartilages, and equipment $649,980
     - A payment plan of $129,996 annually from 2028-2031 will save $34,805 annually or $174,025.28 total

10. 1-5 Year Resource Needs
    - Replace Virtual Firearms Training System cost $74,742.00
    - Maintenance for fleet vehicles $132,500/year
    - Generator at Public Service Annex
    - Renovation of old Station 4 to obtain two garage bays, one bay for installation, and one bay for a wet bay to secure evidence

Council Member Goodson asked about cost for generator. Police Chief John Gandy responded with it is unknown at the given time.

11. Growth Needs Already Accomplished
    - Public Safety Annex provided needed space
    - Replacement of firearms and holsters through available funds and trade in value
    - Approved for a Federal appropriation to replace aging radios
    - Grants and outside funds allowed for K9 dogs

12. Unknowns on the Horizon
    - Permanent presence in western part of the city, possible substation built onto the back of the fire station
    - OT and operational costs to support SEC Softball Tournament
    - Interior renovation work at the Public Safety Annexation
    - Madison County Communications Office is possibly replacing all computer aided dispatch (CADS) terminals by 2030, Madison dispatchers are the only available to dispatch Fire, Rescue and Police

Council Member Bier is the joint police/fire station contemplated in the build cost. Police Chief John Gandy did not believe so.

Council Member Bier asked about the alarm calls. Police Chief John Gandy talked about most considered mistaken alarm calls and an Ordinance is pending with legal to address alarm calls. Council Member Goodson asks about fire alarms also. City Prosecutor Tim McFalls talked about both pending.

Council Member McKay discussed the ratio of police to other cities and should the hiring be more aggressive. Police Chief John Gandy responded with the cost of new officers and training and being a good steward with the City's money. Council Member McKay talked about the importance of additional SROs. Council Member Goodson asked if all SROs are post-certified. Police Chief John Gandy responded SROs are not just hired, police experience is required first. Council Member Bier asked about the offset cost of SROs from the schools. Police Chief John Gandy responded that the city pays for the SROs equipment and cars and schools pay the salary.

Council Member Goodson asked the numbers presented were growth not normal turnover. Police Chief John Gandy talked about the recruiting and retention program. Council Member Bier talked about the new pay scale and structure would lead to higher annual increases and factored into the budget. Police Chief John Gandy responded in the affirmative. Council Member Bier also asked about leasing verses owning cars. Police Chief John Gandy said leasing is a higher frontend cost, as with purchasing cars auctions are a possibility.

Mayor Ranae Bartlett thanked both Chiefs for the preparation and planning.

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

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:09 p.m.

Minutes No. 2026-08-WS, dated July 15, 2026, read, approved and adopted this 27th day of July 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Amy Rumley
Recording Secretary

MINUTES NO. 2026-14-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
JULY 27, 2026

The Madison City Council met in regular session on Monday, July 13, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Pastor Lewis Martin of Madison Church of the Nazarene provided the invocation followed by the Pledge of Allegiance led by Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were City Clerk-Treasurer Lisa D. Thomas, City Attorney Megan Zingarelli, Assistant Attorney Shelby Morris, Police Chief Johnny Gandy, Director of Operations and Communications Amanda Jarrett, Director of Human Resources Kelly Bracci, Fire Chief Brandy Williams, Deputy Revenue Officer Ivon Williams, Director of Facilities and Grounds Gerald Smith, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Opie Balch, Amy Balch, and Natasha Lawrence

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2026-06-WS DATED JUNE 16, 2026

Council Member Michael McKay moved to approve Minutes No. 2026-06-WS. Council Member Kenneth Jackson seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

APPROVAL OF MINUTES

MINUTES NO. 2026-07-WS DATED JUNE 17, 2026

Council Member Erica White moved to approve Minutes No. 2026-07-WS. Council Member Kenneth Jackson seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

APPROVAL OF MINUTES

MINUTES NO. 2026-12-RG DATED JUNE 22, 2026

Council Member Kenneth Jackson moved to approve Minutes No. 2026-12-RG. Council Member Michael McKay seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

None

PUBLIC COMMENTS

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

NATASHA LAWRENCE (DISTRICT 3)

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

- Cable lines being installed more than 25 feet onto her property.
- Roots of a 40 year old oak tree being cut with the cable line installation, resulting in the tree having to be cut down.
- Ms. Lawrence is asking for clarification on the allowed footage that companies can come onto the property.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	$2,725,676.57
ADEM Storm Drainage	$5,460.00
½ Cent Capital Replacement	$1,250.00
Gasoline Tax and Petroleum Inspection Fees	$16,111.34
Street Repair and Maintenance	$307.60
Library Building Fund	$24,478.39
Venue Maintenance	$6,222.00

Regular and periodic bills to be paid:

Resolution No. 2026-275-R: Acceptance of $1000 recovered deductible from Alabama Municipal Insurance Corporation on Claim No. 065254 for an incident which occurred on December 30, 2025 (to be deposited into General Operation Account)

Acceptance of appropriation in the amount of $2,485 from the City of Madison Beautification & Tree Board as a reimbursement for the purchase of an auger ($725),

and twenty-two (22) arborvitae trees ($1,760) (to be deposited into Facilities & Grounds Department budget)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Recognizing the retirement of Mary-Beth Broeren, who will retire on July 31, 2026.
- Mary-Beth Broeren has served three mayors.
- Proclamation stating Ms. Broeren has worked for the City of Madison since 2016.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked Mary-Beth for her leadership.
- State of the Region Address scheduled for Wednesday, 7:30am at Toyota Field
- Greenway and Trails Meeting was at 3pm. Will be moving through Districts 1, 6 and 7

COUNCIL DISTRICT NO. 2 DAVID BIER

Absent

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

Absent

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Thanked Mary-Beth Broeren for all she has done for the City of Madison

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

Absent

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

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

- Thanked Mary-Beth for helping her understand and prepare her for other Boards.
- Shelton Rd and Carlton construction rescheduled for August 3rd
- Intersection of Old Madison Pike and Hughes will be closed from 10pm on July 29th until 5am July 30th.
- Thank you to the School Resource Officers that hosted barbecues at multiple apartment complexes

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Shout out to Facilities and Grounds for installing new basketball goal at Homestead Park.
- School opens next Thursday.
- Best wishes to staff, teachers and students.

BOARD/COMMITTEE APPOINTMENT

TOWN MADISON COOPERATIVE DISTRICT BOARD:

Council President Wroblewski recommended the nomination for Ron Klein, Place One and Kenneth Watson, Place Two. Have been filling the role already. Both have been Accepted.

PUBLIC HEARINGS

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

RESOLUTION NO. 2026-269-R: REQUEST FOR A LOUNGE LIQUOR – CLASS II (PACKAGE) LICENSE FROM SITA RAM CORP., DOING BUSINESS AS SUNSET SPIRITS, FOR THEIR LOCATION AT 7609 HIGHWAY 72 WEST, MADISON, AL 35758

Deputy Revenue Officer Ivon Williams informed Council that this is a new business within the city limits, recently annexed by the City of Madison requesting liquor license. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion to approve from Council. Council Member Jackson moved to approve Resolution 2026-269-R. Council Member White seconded. The roll call 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	Absent
Council Member Billie Goodson	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Absent

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

PROPOSED ORDINANCE NO. 2026-149: ADOPTING A POST-CONSTRUCTION STORMWATER ORDINANCE INTO CITY OF MADISON'S CODE OF ORDINANCES:

First Reading Only

PROPOSED ORDINANCE NO. 2026-184: REVISING ARTICLE IV, SECTION F(9) OF THE FLOOD DAMAGE PREVENTION ORDINANCE (SECTION 17-93 IN MADISON CITY CODE) REGARDING FLOODPLAN LAND CONSERVATION:

First Reading Only

RESOLUTION NO. 2026-266-R: ACCEPTANCE OF HERITAGE HILLS PHASE 4 SUBDIVISION INTO THE CITY OF MADISON MAINTENANCE PROGRAM:

Council Member White moved to approve Resolution No. 2026-266-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 Kenneth Jackson	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessman	Absent

Motion carried.

RESOLUTION NO. 2026-270-R: ACCEPTANCE OF DONATIONS OF RIGHT AWAY FOR ROYAL DRIVE EXTENSION PROJECT:

Council Member McKay moved to approve Resolution No. 2026-270-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion Carried.

FACILITIES AND GROUNDS

RESOLUTION NO: 2026-276-R: AUTHORIZING CHANGE ORDER NO.1 TO THE AGREEMENT WITH MULLINS, LLC, FOR DESIGN AND PLANNING SERVICES FOR THE ADDITIONAL PARKING LOT AT TOYOTA FIELD FOR AN ADDITIONAL $31,750 FEE (TO BE PAID FROM MULTI-USE VENUE MAINTENANCE FUND)

Council Member White moved to approve Resolution No. 2026-276-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 Kenneth Jackson	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Absent

Motion Carried.

FIRE

RESOLUTION NO: 2026-104-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE MONROVIA VOLUNTEER FIRE DEPARTMENT FOR THE PROVISION OF THE FIRE RESPONSE SERVICES.

First Reading Only

Chief Williams updates the council members that they will no longer be responding to fire alarms in the Monrovia District due to the increase in Monrovia territory, only responding to structure fires in the geographical area that has remained the same.

Council Member Jackson moved to approve Resolution No. 2026-104-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 Michael McKay	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Absent

Motion Carried.

LEGAL

PROPOSED ORDINANCE NO. 2026-247: AMENDING SECTION 10-224 OF THE CITY MADISON CODE IF ORDINANCES TO PROVIDE FOR A LODGING TAX RATE OF TEN PERCENT (10%) (FIRST READING)

First Reading Only

PLANNING

PROPOSED ORDINANCE NO. 2026-255: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 4 & 5 OF ROYAL DRIVE WAREHOUSES AT ARLINGTON PARK SUBDIVISION (FIRST READING 7/13/2026)

Council Member White moved to approve Ordinance No 2026-255. 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 Kenneth Jackson	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Absent

Motion Carried.

PROPOSED ORDINANCE NO. 2026-265: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 108 CHURCH STREET, LOT 28, OF THE NORTH ALABAMA GAS DISTRICT SUBDIVISION (FIRST READING)

POLICE

RESOLUTION NO. 2026-261-R: AUTHORIZING ANNUAL AGREEMENT WITH THE CITY OF MADISON BOARD EDUCATION FOR THE PROVISION OF CROSSING GUARDS FOR THE 2026-2027 SCHOOL YEAR:

Council Member Jackson moved to approve Resolution No. 2026-261-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 Michael McKay	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Absent

Motion Carried.

RESOLUTION NO. 2026-262-R: AUTHORIZING ANNUAL AGREEMENT WITH THE CITY OF MADISON BOARD EDUCATION FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS FOR THE 2026-2027 SCHOOL YEAR.

Council Member White moved to approve Resolution No. 2026-262-R.
Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion Carried.

RECREATION

RESOLUTION NO. 2026-263-R: AUTHORIZING FACILITY USE AGREEMENT WITH THE LEGACY CENTER, INC. FOR THE GENERATIONS ADULT DAY CARE PROGRAM TO BE LOCATED AT THE MADISON MEETING HALL

Council Member McKay moved to approve Resolution No. 2026-263-R.
Council Member White seconded. The vote was taken and recorded as follows:

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

Motion Carried.

PROPOSED ORDINANCE NO. 2026-267: AMENDING THE FEE SCHEDULE FOR THE USE OF PARKS AND RECREATION FACILITIES (FIRST READING)

First Reading Only

RESOLUTION NO. 2026-281-R: AUTHORIZING A TRANSPORTATION AGREEMENT WITH MADISON STREET FESTIVAL, INC. FOR THE 2026 MADISON STREET FESTIVAL TO BE HELD SATURDAY, OCTOBER 3, 2026

Council Member White moved to approve Resolution No. 2026-281-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 Kenneth Jackson	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Absent

Motion Carried.

REVENUE

RESOLUTION NO. 2026-216-R: AUTHORIZING THE PURCHASE OF TAX AND REVENUE SOFTWARE FROM VERTOSOFT, LLC, THROUGH THE SOURCEWELL NATIONAL PURCHASING COOPERATIVE FOR USE BY THE REVENUE DEPARTMENT IN THE AMOUNT OF $491,125.09 ($95,771.60 FOR AUGUST 1, 2026 – SEPTEMBER 30, 2026: $91,726.82 FOR FY 27, $96,312.90 FOR FY 28, $101,128.82 FOR FY 29, AND $106,184.93 FOR FY 30) TO BE PAID FROM REVENUE DEPARTMENT BUDGET

Council Member White moved to approve Resolution No. 2026-216-R.
Council Member Jackson seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye
Council Member Maura Wroblewski	Aye
Council Member Michael McKay	Aye

Council Member David Bier	Absent
Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Absent

Motion Carried

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

The meeting was adjourned at 6:30 p.m.

Minutes No. 2026-14-RG, dated July 27, 2026, read, approved and adopted this 10th day of August, 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Kristi Brackett
Recording Secretary

MINUTES NO. 2026-02-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
July 29, 2026

The Madison City Council met for a Special Called Meeting on Wednesday, July 29, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

The following elected governing 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	Absent
Council District No. 4 Michael McKay	Present
Council District No. 5 Alice Lessmann	Absent
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Attorney Megan Zingarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Fire Chief Brandy Williams, Director of Finance David Lawing, and Director of Operations and Communications Amanda Jarrett

Public in attendance: None

RESOLUTION NO. 2026-257-R: AUTHORIZING A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF MADISON, MADISON HOTELS VI, LLC, AND OLD TOWN INVESTMENTS, LLC (NOTICE PUBLISHED JULY 22, 2026, IN THE MADISON RECORD)

City Attorney Megan Zingarelli presented to the council under this agreement the hotel developer, Madison Hotel 6, proposes to develop, maintain and operate an Aloft hotel by Marriott, consisting of approximately 108 hotel rooms, associated parking, lighting, landscaping and related improvements. In addition, the developer and property owner, Old Town Investments LLC, proposes to develop a nationally branded mini golf recreational facility adjacent to the hotel site. This agreement proposes the City of Madison will pay a development incentive payment to the developer of the hotel, not to exceed two million dollars over a five-year term, after both the hotel and recreation facility open for business. The not-to-exceed amount is based off the amount of lodging taxes the hotel generates on the current lodging tax of nine percent. The development is expected to create new jobs, generate additional

lodging tax, sales tax, and property tax revenue for the city along with commerce and recreational opportunities for city residents.

Mr. Joey Cici, Representative of the Developer, spoke about being pleased with the opportunity to present to Council. The opportunity for additional growth of restaurants and retail along with the creation of jobs in Town Madison.

Council Member Bier read a statement prepared by Council Member Goodson who was unable to attend. Council Member Goodson supports the resolution since the lodging tax rebate is contingent on both the Aloft hotel and the recreational project being completed and open. The rebates are also tied to performance-based results. The resolution has the potential to make Town Madison a true destination, where visitors stay longer and local businesses benefit.

Council Member Bier also stated support of the resolution. The resolution provides for a higher premium hotel and tourism activities, especially with SEC softball, the ability to have hotels to attract people to stay in Madison and the lodging and sales tax revenue. The incentive is performance based and the facilities being open. The incentive is also a partial rebate over time that does cap out. Council Member Bier states the resolution makes sense for both the business and the community.

Council Member McKay spoke in support of the resolution as an exciting recreational project. The city is not out any money in the development, but receiving capital investment in the city and the incentive is contingency based. This development will also attract other businesses. Council Member McKay also discussed the not-to-exceed amount, and requiring both facilities to be open as being well written.

Council Member Maura Wroblewski thanked the developer, City Attorney Megan Zingarelli and Assistant City Attorney Shelby Morris, along with Mayor Ranae Bartlett.

Council Member White spoke in support of the resolution and the opportunity for the city. The City of Madison is not just a place known for great schools, great housing, great neighborhoods but also recreational facilities. Council Member White also spoke about the performance-based incentives and appreciates the stipulations and cap.

Mayor Ranae Bartlett spoke of the council amending the Ballcorp. lease as being critical to having the SEC softball tournament. From that announcement the City of Madison is seeing opportunities and development. Mayor Ranae Bartlett thanked the development team.

Council Member Bier moved to approve Resolution No. 2026-257-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	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

ORDINANCE NO. 2026-247: AMENDING SECTION 10-224 OF THE CITY OF MADISON CODE OF ORDINANCES TO PROVIDE FOR A LODGING TAX RATE OF TEN PERCENT (10%) (FIRST READING JULY27,2026)

Council Member Bier moved to approve Ordinance No. 2026-247. 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	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

ADJOURNMENT

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

The meeting was adjourned at 6:13 p.m.

Minutes No. 2026-02-SP, dated July 29, 2026, read, approved and adopted this 10th day of August 2026.

_____

Council Member Maura Wroblewski
District One

_____

Council Member David Bier
District Two

_____

Council Member Billie Goodson
District Three

_____

Council Member Michael McKay
District Four

_____

Council Member Alice Lessmann
District Five

_____

Council Member Erica White
District Six

_____

Council Member Kenneth Jackson
District Seven

Concur:

_____

Ranae Bartlett, Mayor

Attest:

_____ _____

Lisa D. Thomas
City Clerk-Treasurer

Amy Rumley
Recording Secretary

RESOLUTION NO. 2026-280-R

AUTHORIZING THE DISPOSAL OR DESTRUCTION OF CERTAIN CITY CLERK-TREASURER DEPARTMENT RECORDS

WHEREAS, the City Clerk-Treasurer has identified certain City records, more specifically described attached hereto, that are eligible for destruction under guidelines established by the Alabama Local Government Records Commission; and

WHEREAS, the City Clerk-Treasurer has concurred with the disposal or destruction of these records, and

WHEREAS, the Alabama Department of Archives & History has reviewed the proposed Local Government Records Destruction Notice for eligibility, and

WHEREAS, the City Council desires to authorize the City Clerk-Treasurer to destroy the records identified as eligible for destruction.

NOW, THEREFOR, BE IT RESOLVED, that the City Clerk-Treasurer is hereby authorized to proceed with the destruction of records pursuant to the attached Local Government Records Destruction Notice prepared by the City Clerk-Treasurer dated June 16, 2026.

READ, APPROVED, AND ADOPTED this 10th day of August 2026

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100
Mailing Address: P.O. BOX 300100
www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898

Steve Murray
DIRECTOR

June 16, 2026

Amy Rumley
City Clerk
City of Madison
City Clerk's Office
100 Hughes Road
Madison, AL 35801

Dear Amy Rumley:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for twenty-five (25) cubic feet of outdated records from the City of Madison – City Clerk's Office. These documents appear to be eligible for destruction under the Records Disposition Authority for Municipalities.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4594, or Michael.Grissett@archives.alabama.gov.

Sincerely,

Michael Grissett

Michael Grissett
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES
Delores R. Boyd, Chair, ***District 7*** · Julian D. Butler, Vice Chair, ***District 5***
District 1: Schley Rutherford Jr. · ***District 2:*** Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · ***District 4:*** Bobby M. Junkins; Alyce M. Spruell
District 5: Lynwood Smith · ***District 6:*** Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 10/2025

Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to recordsmanagement@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit
6/16/26	City of Madison	City Clerk	

First Name	Last Name	Job Title	Phone Number
Amy	Rumley	Municipal Records Coordinator	256-772-5655

Email	Street	City	State	Zip
amy.rumley@madisonal.gov	100 Hughes Road	Madison	AL	35801

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Lisa Thomas, City Clerk Treasurer

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
Shredding	08/21/2026	Municipalities

Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?
25CF	0

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official	Printed Name of Authorizing Official	Title of Authorizing Official
Lisa Thomas 6/16/26	Lisa Thomas	City Clrek Treasurer
	(Signature may be digital but may not only be a typed name)	**For Schools: Must be the Superintendent of Education*

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
2.01a	Statements of candidacy, absentee voting applications and other used materials relating to the absentee voting process, ballots, poll lists, and	August 2025	Records for elections with no federal office on the ballot. Disposition: Temporary Record. Retain 6 months after the election		25CF

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information https://archives.alabama.gov/manage/local/

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RESOLUTION NO. 2026-288-R

AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM THE ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A PUBLIC WORKS VEHICLE (CLAIM NO. 065848CD)

WHEREAS, on April 30, 2026, at approximately 8:00 a.m., a vehicle caused a collision with a public works vehicle, upon the best knowledge of insured.

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 $2,115.72 with a deductible of $1,000.00.

N**OW 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 $2,115.72 with a deductible of $1,000.00, in final settlement from the Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

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

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____day of August 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263 POLICY NUMBER	$1,000.00 DEDUCTIBLE	065848CD ADJUSTER FILE NUMBER
October 1, 2025 EFFECTIVE DATE	Mike Gardner AGENT	065848CD HOME OFFICE CLAIM NO.

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2022	Ford	Bronco Sport	3FMCR9A64NRD35954

DATE OF LOSS CAUSE — A loss occurred on the 30 day of April, 2026, about the hour of 8:00 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 cash value of above described automobile at the time of said loss ..... _____

WHOLE LOSS — THE ACTUAL LOSS AND DAMAGE to above described automobile was $2,115.72

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 $1,115.72

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 herby 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: _____

Rana Bartlett
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 3rd day of June, 2026

LISA DUNNING THOMAS
MY COMMISSION EXPIRES
NOTARY PUBLIC
ALABAMA STATE AT LARGE
08-29-2029

Lisa D Thomas
NOTARY PUBLIC

MADISON COUNTY COMMISSION

Steve Haraway

Commissioner
District Two

July 27, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Enclosed herewith please find Madison County Commission check number 101910 dated July 16, 2026, in the amount of $150,000.00 payable to City of Madison. This one-time appropriation from the District 2 budget is given to support funding for City of Madison police vehicles.

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

Steve Haraway
Commissioner
Madison County Commission, District 2

Enclosure

RESOLUTION NO. 2026-290-R

AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR REPLACEMENT OF FENCING AT CAMBRIDGE NEIGHBORHOOD PARK

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 replacement of fencing at Cambridge Neighborhood Park meets a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure not to exceed seven thousand four hundred fifty-five dollars ($7,455), is authorized from the Council Special Projects budget for the above-described fence replacement, and the approval of a Contractor Agreement with Huntsville Fence Co. for the purchase and installation of said fencing is hereby approved.

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

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of August 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and Huntsville Fence Co., 5120 Colemont Lane, NE, Huntsville, AL 35811, hereinafter referred to as the "Contractor."

WITNESSETH:

1. **Scope of Work**: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to install an eight foot (8') commercial grade black chain-link fence at Cambridge Neighborhood Park, as specified in Contractor's proposal, Exhibit A (the "Work"), in accordance with Owner's plans, specifications, and directions. Exhibit A, which is Contractor's proposal dated April 15, 2026, is attached to this Agreement and incorporated into it by reference.

2. **Compensation**: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed seven thousand four hundred fifty-five dollars ($7,455.00), Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner's forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services**: Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

4. **Term of Agreement**: This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement, or upon the City's acknowledgement of Contractor's fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Contractor shall be entitled to payment only for

services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

5. **Time of the Essence**: Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. **Subcontractors**: Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

7. **Work Conditions**: All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. **Owner Suspension of Work**: Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. **Compliance with Laws**: Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any word hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend,

indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

10. **Independent Contractor**: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. **Insurance & Indemnification**: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (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.

12. **Termination**: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others

rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. **Governing Law & Dispute Resolution**: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

14. **Open Trade**: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

15. **Entire Agreement**: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

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

17. **Waiver**: 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.

18. **No Third-Party Beneficiaries**: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. **Conflicts**: 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.

20. **Headings**: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. **Notices**:

All notices to the City shall be addressed as follows:
Facilities & Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
Huntsville Fence Co.
5120 Colemont Lane, NE
Huntsville, AL 35811

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

By: _____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

Huntsville Fence Co.
CONTRACTOR

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 _____ of **Huntsville Fence Co.** 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 and official seal this _____ day of August 2026.

_____
Notary Public

Huntsville Fence Co.

5120 Colemont Lane, NE Huntsville, AL 35811
Office: 256-851-2217

Chris Holmes
QUOTE

April 15, 2026

Description	Total

Cambridge Park

-6-foot commercial grade black chain-link $5,805.00

-6-foot residential grade black chain-link $4,522.00

-8-foot commercial grade black chain-link $7,455.00

-8-foot residential grade black chain-link $6,465.00

All prices include one walk gate

Thank you for your business!

Tel: 256-851-2217
Huntsvillefencealabama.com

RESOLUTION NO. 2026-286-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR MADISON MARKET 5211, INC., D/B/A MADISON MARKET FOR ITS LOCATION AT 5211 WALL TRIANA HIGHWAY

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 **Madison Market 5211, Inc.,** doing business as **Madison Market,** which has applied for said license for its location at 5211 Wall Triana Highway; and

WHEREAS, the Revenue Director has received written approval for the application of **Madison Market 5211, Inc.,** from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC Off-Premises Beer and Wine License to **Madison Market 5211, Inc.**, for its 5211 Wall Triana Highway, 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 **Madison Market 5211, Inc.,** doing business as **Madison Market**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of August 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

THE CITY OF MADISON ALABAMA
plant your roots

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

Date: August 5, 2026

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Madison Market 5211 Inc
DBA: Madison Market
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for Madison Market 5211 Inc., doing business as Madison Market, regarding their application for an Off-Premises Beer and Wine License for their location at 5211 Wall Triana Highway, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is that the business is under new ownership.

Everything is in order for the City Council to consider this alcoholic beverage request.

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

THE CITY OF MADISON ALABAMA
plant your roots

Checklist for Beer/Wine/Liquor License

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

Owner Name: Madison Market 5211 Inc

Business Name: Madison Market

Business Location: 5211 Wall Triana Highway, Madison, AL 35758

Mailing Address: 5211 Wall Triana Highway, Madison, AL 35758

Phone: _____

APPLICATION FEE:

Date Paid: 7/10/2026 Amount: $ 100.00 Receipt #: 3707

Copy of Lease: yes Incorporation Papers: yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: _____

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfroe Title Investigations Assistant

Date Completed: 7/14/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☐ Approved ☐ Disapproved

Inspection Completed By: [signature] Title INSPECTOR.

Date Completed: 7/17/26

FIRE DEPARTMENT APPROVAL:

Letter Sent: [signature]

Inspection: ☑ Approved ☐ Disapproved

Inspection Completed By: [signature] Title DFM

Date Completed: _____

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 7/10/2026

Date Placed: 7/13/2026 Newspaper: 07/22/2026

Publication Fee Paid: $184

Date Paid: 7/10/2026 Receipt #: 3707

Date of Public Hearing: 8/10/2026

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

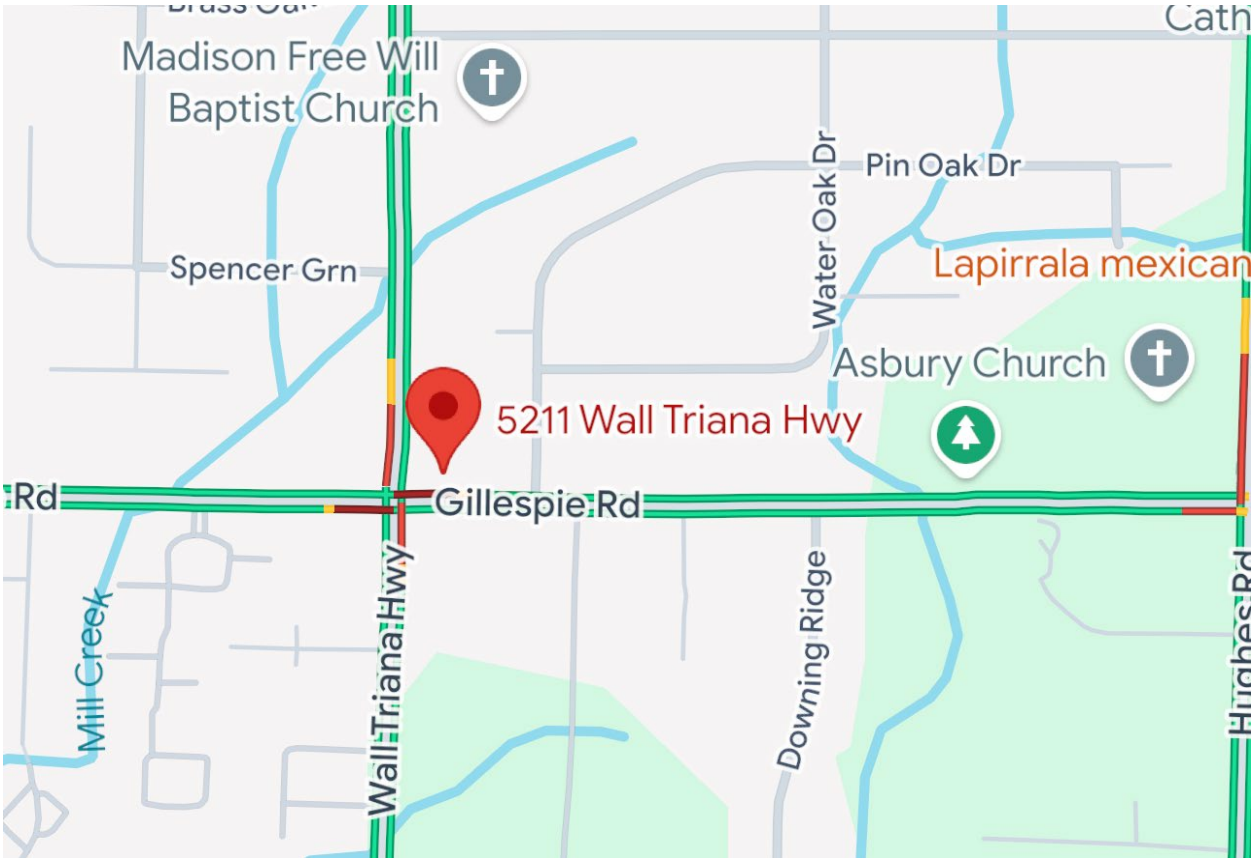
CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____

5211


Madison Free Will
Baptist Church
Pin Oak Dr
Water Oak Dr
Spencer Grn
Lapirrala mexican
Asbury Church
5211 Wall Triana Hwy
Gillespie Rd
Wall Triana Hwy
Downing Ridge
Mill Creek

RESOLUTION NO. 2026-287-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR MADISON MARKET 8064, INC., D/B/A MADISON MARKET FOR ITS LOCATION AT 8064 OLD MADISON PIKE

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 **Madison Market 8064, Inc.,** doing business as **Madison Market,** which has applied for said license for its location at 8064 Old Madison Pike; and

WHEREAS, the Revenue Director has received written approval for the application of **Madison Market 8064, Inc.,** from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC Off-Premises Beer and Wine License to **Madison Market 8064, Inc.**, for its 8064 Old Madison Pike, 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 **Madison Market 8064, Inc.,** doing business as **Madison Market**.

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

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

THE CITY OF MADISON ALABAMA
plant your roots

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

Date: August 5, 2026

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Madison Market 8064 Inc
DBA: Madison Market
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for Madison Market 8064 Inc., doing business as Madison Market, regarding their application for an Off-Premises Beer and Wine License for their location at 8064 Old Madison Pike, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is that the business is under new ownership.

Everything is in order for the City Council to consider this alcoholic beverage request.

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

THE CITY OF MADISON ALABAMA
plant your roots

Checklist for Beer/Wine/Liquor License

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

Owner Name: Madison Market 8064 Inc

Business Name: Madison Market

Business Location: 8064 Old Madison Pike , Madison, AL 35758

Mailing Address: 8064 Old Madison Pike , Madison, AL 35758

Phone: _____

APPLICATION FEE:

Date Paid: 7/10/2026 Amount: $ 100.00 Receipt #: 3708

Copy of Lease: yes Incorporation Papers: yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: _____

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfroe Title Investigations Assistant

Date Completed: 7/14/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☐ Approved ☐ Disapproved

Inspection Completed By: [signature] Title Inspector

Date Completed: 7/17/26

FIRE DEPARTMENT APPROVAL:

Letter Sent: _____

Inspection: ☑ Approved ☐ Disapproved

Inspection Completed By: [signature] Title DFM

Date Completed: _____

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 7/10/2026

Date Placed: 7/13/2026 Newspaper: 07/22/2026

Publication Fee Paid: $184

Date Paid: 7/10/2026 Receipt #: 3708

Date of Public Hearing: 8/10/2026

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____

8064
CLARK GAS CO.
CLARK GAS CO.

Nolan Blvd
Woodbine Rd
8064 Old Madison Pike
Recently viewed
Highland Dr
Hori
Elementary Sch
Shelton Rd
Alderwood Dr
arquin Ln
Farley Cemetery

ORDINANCE NO. 2026-149

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

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

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

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

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

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

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

SECTION 1. Purpose and Scope.

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

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

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

A. To minimize or, if possible, eliminate the contribution of pollutants to the MS4 from, or caused by, stormwater discharges from new land developments or redevelopments;

B. To require landowners and developers to implement systems of appropriate structural and/or non-structural best management practices ("BMPs") to reduce the discharge of pollutants in post-construction runoff to the maximum extent practicable.

C. To encourage the use of low impact site design practices, such as the use of vegetated stormwater conveyances and the preservation of green space and other conservation areas, to the maximum extent practicable.

D. To provide general standards and design criteria for post-construction BMPs to regulate the volume and peak discharge of stormwater discharges from new land developments or redevelopments.

E. To incorporate general performance criteria for post-construction stormwater management including the requirement that post-construction runoff mimic pre-construction hydrology of the site in accordance with City of Madison Ordinance Number 2019-323 "Adopting State and Federal Standards for the Prevention of Flood Damage".

F. To set the Basis of Design for post-construction BMPs as the 1.14-inch rainfall over a 24-hour period, preceded by a 72-hour antecedent dry period in accordance with "City of Madison Design Standards for Proposed Stormwater Detention/Retention Facilities".

G. To outline administrative procedures for the submission, review, and approval of post-construction stormwater management plans, for the inspections of approved projects, and to ensure appropriate long-term maintenance.

H. To establish design and review criteria for the construction, function, and use of structural BMPs that may be used to meet the minimum post-construction stormwater management standards;

I. To provide for adequate long-term operation and maintenance of the structural practices installed to comply with this chapter and the City of Madison MS4 permit. Establish provisions for the long-term responsibility for and maintenance of the stormwater management systems to ensure that they continue to function as designed, are maintained appropriately, and pose no threat to public safety or public health.

J. To establish legal authority to require the plans and permits, and carry out all inspections, surveillance, monitoring, and enforcement, necessary to ensure compliance with this chapter and the City of Madison MS4 permit.

SECTION 2. Applicability.

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

A. Activities exempt from permit requirements of Section 404 of the Federal Clean Water Act, as specified in 40 CFR 232 (primarily ongoing farming and forestry activities);

B. Single family residential construction on an individual lot that is not part of a larger common plan of development and disturbs less than 25,000 square feet;

C. A development that cumulatively disturbs less than 25,000 square feet and is not part of a larger common plan of development;

D. Any land development which has received stormwater management plan approval prior to the effective date of this Ordinance and substantial progress is made within six months of the effective date of this Ordinance;

E. Home gardens, landscaping on individual residential lots (excluding landscaping performed by, or on behalf of, a developer or builder who builds a house on any such lot that is an applicable land development, as defined in this chapter), home repairs, home maintenance work, the

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

F. Individual connections for utility or sewer services for single or two-family residences, minor grading for driveways, yard areas, and sidewalks, excluding any service connection or any grading done by, or on behalf of, a developer or builder who builds a house on any such lot that is an applicable land development, as defined in this chapter; and

G. Utility installation, maintenance, repair, and extension for both above-ground and underground utilities, including sewer lines. The construction of utility buildings, service stations, junction stations, substations, treatment plants, and other utility related spaces or buildings is not exempt if construction will result in a land disturbance of one acre or greater.

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

SECTION 3. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

the Madison City Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4. Administration.

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

SECTION 5. Post-construction Stormwater Permit.

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

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

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

SECTION 6. Permit Application.

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

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

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

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

SECTION 7. Post-construction Stormwater Management Plan Standards.

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

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

(1) Protect and preserve existing natural drainage channels.

(2) Retain off-site natural drainage patterns.

(3) Stabilize bare soil and prevent erosion in pervious areas.

(4) Ensure that waters drained from the land development are free of point and nonpoint sources of pollutants, including eroded soil and sediment, and do not cause flooding or erosion on adjacent or downstream properties to any greater extent that occurs in the

absence of development.

(5) Ensure that waters are drained from the development in such a manner that will not cause erosion to any greater extent than would occur in the absence of development.

(6) Provide that all roof and foundation drains shall be discharged to natural drainage, engineered detention ponds, curb face outlets, or to a public or approved private storm drain.

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

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

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

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

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

(2) Portions of the plan that require soil infiltration tests, soil permeability assessments, and soil media design shall be prepared by a soil scientist, geologist, or geotechnical engineer licensed to practice as professional in the State of Alabama.

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

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

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

specifications, and all other City regulations.

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

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

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

SECTION 8. Referenced Design Standards.

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

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

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

A. The latest version of the "Alabama Handbook for Erosion Control, Sedimentation Control, and Stormwater Management on Construction Sites and Urban Areas", Volumes 1 and 2.

B. The latest version of the "Low Impact Development Handbook" for the State of Alabama.

C. The most current version of the City of Madison MS4 permit and any stormwater design manual approved by the City that meets the design requirement of this Ordinance.

D. The most current version of the City of Madison Subdivision Regulations or any subsequent subdivision regulations approved by the City that meet the design requirement of this Ordinance.

E. The most current version of the City of Madison Zoning Ordinance or any subsequent zoning regulations approved by the City that meet the design requirement of this Ordinance.

F. The most current version of the City of Madison Design Standards for Proposed Stormwater Detention/Retention Facilities.

SECTION 9. Stormwater System Requirements.

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

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

A. Applicable performance standards for a new development shall be evaluated for the entire area of the land development, inclusive of all pervious and impervious surfaces located inside the legal boundaries of the land development. Applicable performance standards for a redevelopment shall be evaluated for the increase in impervious surface area that will result from the redevelopment.

B. In the evaluation of, and adherence to, flood protection and downstream analysis performance standards, the pre-construction condition shall be the existing condition of the land at the time of application for a PCS Permit for the land development. In the event that demolition of pavement or structures has already occurred at the time of application for a PCS Permit on a property proposed for redevelopment, the pre-construction condition shall be the previously developed condition of the property, as obtained from aerial photography, historical mapping, or other reliable source of impervious cover information. It shall be the responsibility of the owner to provide proof of the pre-construction condition with the stormwater management plan.

C. Individual and collective stormwater drainage systems and post-construction stormwater practices shall be designed and constructed in strict accordance with the policies, design criteria, calculation and technical specifications, and guidance established in the design manual and in the standard specifications for the construction of public works projects, where applicable, unless otherwise established by this Ordinance or by the Director.

D. The Federal Emergency Management Agency ("FEMA") or the City's Code may have more stringent requirements for stormwater drainage systems and post-construction stormwater practices for detention/retention that are located within a flood hazard zone. It is the engineer of record's responsibility to determine if a stormwater drainage system will be within a flood hazard zone and to design it in accordance with FEMA requirements, or the City's requirements if more stringent. Such requirements and designs shall be provided in the stormwater management plan.

E. Land development shall not, under any circumstances, be designed or constructed to allow impervious surfaces to discharge directly to a natural water body, even if one or more of the stormwater performance standards has been waived.

F. Banks of all streams, channels, ditches, and other earthen stormwater conveyances shall be left in a stabilized condition upon completion of the project. No actively eroding, bare, or unstable banks shall remain. Placement of riprap and other hard armor as the sole bank protection method on blue line streams is only allowed when vegetative bank stabilization alternatives are not technologically feasible.

G. Post-construction stormwater practices shall not be located in public rights-of-way or on public property without prior approval by the Director.

H. Green infrastructure BMP practices designed to infiltrate stormwater runoff shall not be located in wellhead protection areas or in other areas where infiltration is prohibited or where

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

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

SECTION 10. Stormwater Record Drawings.

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

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

A. Pipe size and pipe material

B. Invert elevations;

C. Top rim elevations;

D. Elevation of the emergency overflow (spillway) for ponds;

E. Grades along the emergency flood routing path(s);

F. Pipe structure lengths;

G. BMP types, dimensions, and boundaries/easements;

H. "As-planted" plans for BMPs, as applicable;

I. Data and calculations showing detention basin storage volume;

J. Data and calculations showing BMP treatment capacity; and

K. Certified statement on plans stating the completed storm drainage system and stormwater management facilities substantially comply with construction plans and the post-construction stormwater permit as approved by the City.

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

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

SECTION 11. Operation and Maintenance Program.

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

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

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

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

A. Owner name, address, business phone number, home phone number, email address, cellular phone number, pager number;

B. Recorded O&M Agreement;

C. Technical Memorandum that includes a written narrative addressing the following: a general description of the existing and proposed drainage systems; an analysis of the LID alternatives considered; the post-construction BMP design, including proposed function; and supporting calculations demonstrating that the best management practices achieve the applicable design performance requirements. The Technical Memorandum shall also include a graphic depiction of the existing and proposed watershed boundaries, incorporating USGS contour data, existing watercourses, wetlands, and drainage infrastructure. The calculation methods as well as the type, sizing, and placement of all stormwater BMPs shall meet the design criteria, standards, and specifications outlined Section 8.

D. Site drawings (8½" by 11" or 11" by 17"), showing both plan and cross-section views, showing the infrastructure and applicable features, including dimensions, easements, outlet works, forebays, signage, etc., as well as an overall site map of the development showing all structures (the final approved Stormwater Management Plan may satisfy this requirement);

E. Guidance on owner-required periodic inspections;

F. Requirement of owner to perform maintenance specified by City, if any;

G. Guidance on routine maintenance, including mowing, litter removal, woody growth removal, signage, etc.;

H. Guidance on remedial maintenance such as inlet replacement, outlet works maintenance, etc.;

I. Guidance on sediment and trash removal, both narrative and graphical, describing when sediment removal should occur in order to insure that BMPs and other infrastructure remain effective as water quality and/or quantity control devices;

J. A statement that City representatives have the right to enter the property to inspect the infrastructure;

K. A tabular schedule showing inspection and maintenance requirements;

L. Identification of the property owner as the party responsible for all maintenance, including cost;

M. Inspection checklists for the types of BMPs included in the project; and

N. A site map showing the BMP locations.

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

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

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

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

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

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

SECTION 13. Enforcement, Violations, & Penalties.

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

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

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

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

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

exists or continues shall constitute a separate and distinct offense.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. Severability.

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

SECTION 15. Repealer.

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

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

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

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____
Lisa Thomas, City Clerk-Treasurer

APPROVED this _____ day of August, 2026.

_____
Ranae Bartlett, Mayor

City of Madison, Alabama

ORDINANCE NO. 2026-184

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

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

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

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

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

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

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

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

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

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

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

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

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____
Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of August 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-283-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC.

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 Nivens & Associates Appraisals, Inc., for land appraisals for the Garner Street Improvement Project (No. 25-017), said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Nivens & Associates Appraisals, Inc., in the amount and manner authorized by the quotation accepted by passage of this Resolution.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of August 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 Nivens & Associates Appraisals, Inc., an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville, Alabama 35801 (hereinafter referred to as "Consultant").

WITNESS TO:

WHEREAS the City of Madison requires professional services in the appraisal of properties adjacent to the proposed Garner Street Improvements Project No. 25-017 for the purpose of establishing the fair market value for land acquisitions necessary for improvements to Garner Street (the "Project"); and

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

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

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

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

SECTION 1: <u>SCOPE OF WORK</u>

A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: provide professional appraisal reports for the value of certain properties near Garner Street in furtherance of Project No. 25-017.

B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.

D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.

F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.

I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SECTION 2: <u>EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES</u>

A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **five thousand dollars ($5,000.00)**, payable as services are rendered and invoiced to City. The consultant is solely responsible for submission of 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.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

All notices to Consultant shall be addressed to:

Darrin Nivens
Nivens & Associates Appraisals, Inc.
115 Manning Drive, Suite D202
Huntsville, AL 35801

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. 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

By: _____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa 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 August 2026.

_____
Notary Public

Nivens & Associates Appraisals, Inc.
CONSULTANT

By: _____

_____

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 _____ of Nivens & Associates Appraisals, 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 August 2026.

_____
Notary Public

NIVENS & ASSOCIATES APPRAISALS, INC.

115 MANNING DRIVE, SUITE D202 - HUNTSVILLE, ALABAMA 35801
PHONE: (256) 534-5084 EMAIL: DNIVENS@NIVENSAPPRAISAL.COM

July 23, 2026

Ms. E. Michelle Dunson, P.E., CFM
City of Madison, Engineering Department
100 Hughes Road
Madison, Al. 35758

Re: Appraisal Fee Quote for the Garner Street Improvement Project 25-017

Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the properties involved in the Garner Street Improvement Project. This letter is to advise you that we will be glad to prepare appraisals regarding the properties listed on the maps and legal descriptions that you provided.

The fee to complete the appraisal report on this property listed in your e-mail pursuit to this project will be **$5,000**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 45-60 days from the date of engagement by the City of Madison.

Again, thank you for this opportunity and if you have any questions, please do not hesitate to contact me.

Sincerely,

Darrin K. Nivens, MAI
Certified General Real
Property Appraiser, G00420

RESOLUTION NO. 2026-284-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC.

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 Nivens & Associates Appraisals, Inc., for land appraisals for the Sullivan Street and Mill Road Improvement Project (No. 25-006), said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Nivens & Associates Appraisals, Inc., in the amount and manner authorized by the quotation accepted by passage of this Resolution.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of August 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 Nivens & Associates Appraisals, Inc., an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville, Alabama 35801 (hereinafter referred to as "Consultant").

WITNESS TO:

WHEREAS the City of Madison requires professional services in the appraisal of properties adjacent to the proposed Sullivan Street and Mill Road Improvements Project No. 25-006 for the purpose of establishing the fair market value for land acquisitions necessary for improvements to Sullivan Street and Mill Road (the "Project"); and

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

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

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

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

SECTION 1: <u>SCOPE OF WORK</u>

A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: provide professional appraisal reports for the value of certain properties near Sullivan Street and Mill Road in furtherance of Project No. 25-006.

B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.

D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.

F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.

I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SECTION 2: <u>EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES</u>

A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **eighteen thousand dollars ($18,000.00)**, payable as services are rendered and invoiced to City. The consultant is solely responsible for submission of 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.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

All notices to Consultant shall be addressed to:

Darrin Nivens
Nivens & Associates Appraisals, Inc.
115 Manning Drive, Suite D202
Huntsville, AL 35801

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. 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 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 August 2026.

_____
Notary Public

Nivens & Associates Appraisals, Inc.
CONSULTANT

By: _____

_____

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 _____ of Nivens & Associates Appraisals, 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 August 2026.

_____
Notary Public

NIVENS & ASSOCIATES APPRAISALS, INC.

115 MANNING DRIVE, SUITE D202 - HUNTSVILLE, ALABAMA 35801
PHONE: (256) 534-5084 EMAIL: DNIVENS@NIVENSAPPRAISAL.COM

July 23, 2026

Ms. E. Michelle Dunson, P.E., CFM
City of Madison, Engineering Department
100 Hughes Road
Madison, Al. 35758

Re: Appraisal Fee Quote for the Sullivan Street
& Mill Road Improvement Project 25-006

Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the properties involved in the Sullivan Street & Mill Road Improvement Project. This letter is to advise you that we will be glad to prepare appraisals regarding the properties listed on the maps and legal descriptions that you provided.

The fee to complete the appraisal report on this property listed in your e-mail pursuit to this project will be **$18,000**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 60 days from the date of engagement by the City of Madison.

Again, thank you for this opportunity and if you have any questions, please do not hesitate to contact me.

Sincerely,

Darrin K. Nivens, MAI
Certified General Real
Property Appraiser, G00420

RESOLUTION NO. 2026-285-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HALLIBURTON SURVEYING & MAPPING, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Professional Services Agreement with Halliburton Surveying & Mapping, Inc., for the performance of surveying services of city property located on Sullivan Street just south of Mill Road intersection as a part of Project 25-0006 (Sullivan Intersection Improvements), 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 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 Halliburton Surveying & Mapping, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of August 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 Halliburton Surveying & Mapping, Inc., PO Box 18652, Huntsville, AL 35804, hereinafter referred to as "Consultant."

WHEREAS, Consultant is a unique provider of professional surveying services; 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 ONE: SERVICES TO BE PROVIDED

A. Scope of Work: Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

ATTACHMENTS A. and B. Contractor's Scope of Services and Fee Schedule

B. Consultant agrees to comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.

C. Consultant 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 carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.

E. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

SECTION TWO: FEE / EXPENSE STRUCTURE

The total compensation for services rendered by Consultant pursuant to the Scope of Work contained herein shall not exceed **three thousand nine hundred dollars and zero cents ($3,900.00)**. Consultant shall invoice City in arrears on a monthly basis, terms net thirty (30) days.

In the event services are required which are not included in the Scope of Work, Consultant shall notify City and receive appropriate authorization and approval prior to proceeding.

SECTION THREE: INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered pursuant to the instant Agreement.

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. This Agreement shall expire one (1) year from the date of commencement or upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein, whichever first occurs.

SECTION FIVE: TERMINATION

This Agreement may be terminated, with or without cause, by either party by the provision of written notice at least ten (10) days prior to the date of termination.

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 neither Consultant nor any employees of Consultant are, or 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 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 such suspension of performance of duties hereunder.

SECTION EIGHT: 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 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 Consultant 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 Engineering Department
100 Hughes Road
Madison, Alabama 35758

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

All notices to Consultant shall be addressed to:
Halliburton Surveying & Mapping, Inc.
PO Box 18652
Huntsville, AL 35804

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: 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.

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

By: _____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

Halliburton Surveying & Mapping, Inc.
CONTRACTOR

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 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 August 2026.

_____
Notary Public

gohsm.com

Halliburton Surveying & Mapping, Inc.

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
510 Andrew Jackson Way NE
Huntsville, AL 35801

July 28, 2026

Attention: Ms. Michelle Dunson, P.E.
City of Madison Engineering
100 Hughes Road
Madison, AL 35758

Reference: Sullivan St. & Mill Rd. Private Utility Locate & GPR
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for professional services associated with a Private Utility Locate/Ground Penetrating Radar (GPR) of an AT&T Duct Bank.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.

William R. Blackwell, PLS

Senior Project Manager

ATTACHMENT A

SCOPE OF SERVICES

TASK 1- PRIVATE UTILITY LOCATE /GROUND PENETRATING RADAR (GPR)

1. Surveyor will provide Private Utility Locate/Ground Penetrating Radar for the survey area outlined in yellow as shown on Attachment D hereof. Specifically, surveyor is to attempt to locate the extents/width and depth of the AT&T Duct Bank. Surveyor will utilize GPR and a multi frequency cable and pipe locator will identify the presence of the utilities on the property. Once the underground utilities lines are identified, then they will be marked directly on the surface with marking paint. Surveyor will then locate each mark and add it to the survey.
2. Client understands that the survey does not guarantee the correct location of any utilities or location of all utilities. The only way to guarantee the physical location of any utility is to expose the utility by excavation. No optional scopes herein include the excavation of any utilities. Survey will provide technicians and technology, such as Ground Penetrating Radar (GPR), a non-radiation technology designed specifically for this purpose and a multi frequency cable and pipe locator. Surveyor will employ a GPR unit consisting of a dual frequency antenna. Surveyor will also employ a Leica DD Smart multi frequency pipe and cable locator manufactured by Leica Geosystems. Individuals being provided are experienced technicians, have previous experience in performing similar tasks and are NULCA certified.
3. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
4. Surveyor shall locate the markings and depths.
5. Deliverables shall include a digital file (pdf) exhibit sketch and a CAD file of the located markings and depths.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Surveyor may enter into the subject properties as well as the adjoining properties without further notice if this agreement is executed.

SCHEDULE:

1. Surveyor is expected to begin work within approximately one to two (1-2) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
    a. Exhibit Sketch
        i. Issue FINAL Exhibit Sketch prior to September 1, 2026.
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

EXCLUSIONS:

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

- Signing any client or 3rd party contract agreements.
- Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Bond Plat (if required)
- Subdivision Platting
- Private Utility Locate/Ground Penetrating Radar
- ALTA/NSPS Land Title Survey
- Boundary Survey
- Topographic Survey
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- R.O.W., Easement Vacation request.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits.
- Depth of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Construction Layout/Staking
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE
Client shall compensate Surveyor for services rendered in accordance with the following options:

FIXED FEE

TASK 1: PRIVATE UTILITY LOCATE /GROUND PENETRATING RADAR (GPR)
- LUMP SUM - $3,900.00

HOURLY RATES AND MATERIALS:
Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

Any services requested in additional to the Scope defined hereinabove shall be subject to an Hourly Fee Schedule and reimbursable expenses. Our 2026 standard rates are defined as follows:

Principal Land Surveyor …… $275 / hour
Senior Project Manager …… $225 / hour
Project Manager …… $175 / hour
Project Land Surveyor …… $155 / hour
Assistant Project Manager…… $150 / hour
Land Surveyor-in-Training (LSIT)…… $135 / hour
Survey CAD Technician…… $115 / hour
Drone & Laser Scanning Software Processer…. $170 / hour
Cost Accountant…… $115 / hour
Intern/Co-op …… $80 / hour
Administrative or Courier …… $75 / hour
**1-Man Field Survey Crew …… $175 / hour*
**2-Man Field Survey Crew…… $225 / hour*
**3-Man Field Survey Crew…… $260 / hour*
Private Utility Locating…… $1,160 / half day (minimum)
Survey-grade aerial LiDAR sensor…… $3,800 / half day (minimum)
***Terrestrial Laser Scanning …… $1,560/ half day (minimum)*
****1 arc second accuracy total station…… $28 / hour*
*****Multi-Constellation GPS Base & Rover.... $29 / hour*
Mileage…… Per Current Government Mileage Rate
Printing Black & White (11” x 17”)…… $1.00 / sheet
Printing Black & White (18” x 24”)…… $2.60 / sheet
Printing Black & White (24” x 36”)…… $4.40 / sheet
Printing Black & White (30” x 42”)…… $5.80 / sheet
Wooden Survey Stakes…… $1.30 / stake
Survey Hubs/Mag Hub Nails…… $0.60 / hub/nail
1/2 inch x 18 inch rebar…… $3.50 / rebar
Paint Can…… $10.00/ can
Survey Flagging…… $8.00 / roll

Survey Control Caps……. $0.85 / cap
Mag or Masonry Nails..…… $0.40 / nail
Tacks……. $0.20 / tack
Markers…… $3.00 / marker
**Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.*
***Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.*
****Utilization of a 1" accuracy total station is an additional fee to any labor category*
*****Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category*
Note: Additional project reimbursable expenditures will be cost of item + 20%.
Note: Any services provided after December 31, 2026 are subject to a 4% yearly escalation.
Payments made by credit card will incur a 3% service fee.

Attachment C

Exhibit for GPR

RESOLUTION NO. 2026-292-R

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE BRADFORD FARMS HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the City of Madison desires to improve stormwater management and pond functionality within the Bradford Farms subdivision through a one-time pond dredging project (the "Project"); and

WHEREAS, the Bradford Farms Homeowners Association, Inc., ("HOA") and the City of Madison desire to establish their respective responsibilities relating to the funding and completion of the project while acknowledging that the HOA shall retain ownership and ongoing maintenance responsibilities for the pond and associated drainage infrastructure.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized and directed to execute a Memorandum of Understanding on behalf of the City of Madison, Alabama, with the HOA regarding the parties' respective responsibilities for a one-time pond dredging project within the Bradford Farms subdivision, said Memorandum of Understanding to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

BE IT FURTHER RESOLVED that, except for the extension, amendment, or termination of the resulting Memorandum of Understanding, 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 thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment from the City's Stormwater Management Fund, created pursuant to Ordinance No. 2014-213, in accordance with the terms in the MOU and accompanying Contractor Agreement for the Project and to amend the budget and any appropriations as necessary to account for this cost.

READ, APPROVED, and ADOPTED at a regularly scheduled meeting this 10th day of August, 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Madison, Alabama, a municipal corporation (the "City"), and the Bradford Farms Homeowners Association, an Alabama nonprofit corporation (the "HOA"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

1. Purpose. The purpose of this MOU is to establish the responsibilities of each Party regarding a one-time pond dredging project within the Bradford Farms subdivision intended to improve pond functionality and stormwater management (the "Project"). The Project encompasses mobilization, sediment removal from the pond, and sediment discharge.

2. Authority. The City enters into this MOU pursuant to its authority as a municipality under the laws of the State of Alabama to undertake stormwater management activities in the public interest. The HOA enters into this MOU pursuant to authority granted by its governing documents, including its Declaration of Covenants, Conditions, and Restrictions, and any applicable resolutions of its Board of Directors.

3. Term. This MOU shall become effective upon execution by authorized representatives of both Parties and shall remain in effect until completion of the agreed-upon Project scope and fulfillment of all post-Project obligations set forth herein, unless earlier terminated as provided.

4. City Responsibilities. The City's participation in this Project is strictly limited to funding the work described in the Contractor Agreement with American Sport Fish Hatchery Management Group LLC (the "Contractor"), which is attached and incorporated herein by reference (the "Project Agreement"). The City assumes no ownership, operational, or maintenance responsibility for the pond, drainage infrastructure, or any associated improvements, either during or following completion of the Project. The City shall designate a project representative solely for the purpose of coordinating with the HOA and the Contractor during the Project, and such designation shall not be construed as an assumption of any ongoing obligation with respect to the pond or its infrastructure.

5. HOA Responsibilities. The HOA agrees to coordinate contractor access to the pond and any HOA or common areas necessary for the project, and to bear responsibility for all spreading, stabilization, restoration, reseeding, landscaping, irrigation, or remediation associated with dredged material, placement areas, or contractor access outside the City's contracted scope. The HOA shall cooperate with the City and Contractor to facilitate timely and safe completion of the Project. The HOA is responsible for maintaining the pond and associated drainage infrastructure and in furtherance of this obligation, shall record a Post-Construction Stormwater Management Plan consisting of an Operation & Maintenance Agreement and an Operation & Maintenance Manual for the ongoing maintenance of stormwater facilities within the Bradford Farms subdivision.

6. Floodplain Analysis. The Parties acknowledge that the City may conduct a future floodplain analysis for the Bradford Farms area. Any such analysis is separate from this dredging project and does not guarantee a FEMA floodplain map revision or any additional drainage improvements.

7. Limitation Of Obligations. This MOU applies only to the dredging project described herein, and nothing in it shall be interpreted as creating an ongoing City maintenance obligation for the pond or drainage system, obligating the City to perform future dredging activities, obligating the City to construct additional drainage infrastructure or stormwater improvements, or constituting an admission of liability by either Party.

8. Payment. Nothing in this MOU shall obligate the City to expend funds in excess of those appropriated or authorized under the Project Agreement. Any additional work or expenditures beyond the approved scope shall require a separate written agreement executed by authorized representatives of both Parties.

9. Independent Parties. The Parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency relationship, or employment relationship between the City and the HOA. Neither Party shall have the authority to bind or obligate the other Party in any manner.

10. Indemnification. Each Party agrees to be responsible for, and to indemnify and hold harmless the other Party from and against, any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from that Party's own negligent acts, omissions, or willful misconduct in connection with this MOU or the Project. Nothing herein shall be construed as a waiver of any immunity or limitation of liability available to either Party under applicable law, including the Alabama Constitution or statutes governing governmental immunity.

11. Compliance with Laws. Both Parties shall comply with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements in carrying out their respective responsibilities under this MOU, including but not limited to environmental regulations governing dredging activities, sediment disposal, and stormwater management.

12. Termination. Either Party may terminate this MOU upon thirty (30) days' prior written notice to the other Party. In the event of termination, the Parties shall cooperate in good faith to address any work in progress, outstanding obligations, and the condition of the Project site. Termination shall not relieve either Party of obligations incurred prior to the effective date of termination.

13. Dispute Resolution. In the event of a dispute arising under or related to this MOU, the Parties agree to first attempt to resolve the matter through good-faith negotiation between their designated representatives. If the dispute is not resolved within thirty (30) days of written notice of the dispute, the Parties may pursue any available legal or equitable remedy. Nothing in this section shall be construed to waive any right or remedy available to either Party.

14. Notices. All notices, requests, and communications required or permitted under this MOU shall be in writing and delivered by hand or by certified mail (return receipt requested) to the addresses below:

If to the City:

City of Madison, Alabama
Attn: City Engineer
100 Hughes Road
Madison, Alabama 35758

With a copy to:

City of Madison, Alabama
Attn: City Attorney
100 Hughes Road
Madison, AL 35758

If to the HOA:

Bradford Farms Homeowners Association
Attn: Board President
PO Box 14455
Huntsville, Alabama 35815

15. Confidentiality. The Parties acknowledge that, as a municipal entity, the City is subject to the Alabama Open Records Act and other applicable public records laws. Records relating to this MOU and the Project may be subject to public disclosure. The HOA shall not disclose any non-public information provided by the City in connection with this MOU except as required by law or with prior written consent of the City.

16. Entire Agreement. This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and understandings, whether oral or written, relating to the same subject matter. This MOU does not supersede any existing easements, subdivision agreements, or other recorded instruments affecting the property.

17. Amendments. Any amendments or modifications to this MOU must be made in writing and duly executed by authorized representatives of both Parties. No oral modification of this MOU shall be effective.

18. Severability. If any provision of this MOU is found to be invalid, unenforceable, or contrary to law, such provision shall be deemed severed from this MOU, and the remaining provisions shall continue in full force and effect.

19. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Alabama. Any legal action arising under this MOU shall be brought in the courts of Madison County, Alabama.

20. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date last signed below.

FOR THE CITY:
THE CITY OF MADISON, ALABAMA
A municipal corporation.

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY CERTIFICATION

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, on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

FOR THE HOA:
BRADFORD FARMS HOMEOWNERS
ASSOCIATION, INC.,
An Alabama corporation.

_____
Paul Hurset, President
Board of Directors

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Hurset, whose name as President of the Bradford Farms Homeowners Association, Inc., is signed to the foregoing instrument, and 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 company, on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

RESOLUTION NO. 2026-293-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTOR SERVICES WITH AMERICAN SPORT FISH HATCHERY MANAGEMENT GROUP, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a contractor services agreement with American Sport Fish Hatchery Management Group, LLC, for the dredging of Bradford Farms retention pond, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to American Sport Fish Hatchery Management Group, LLC, payment have been satisfied, the Finance Director is hereby authorized to forward payment to in the amount(s) and manner authorized by the quotation accepted by passage of this Resolution.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of August 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of August 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and American Sport Fish Hatchery Management Group, LLC, hereinafter referred to as the "Contractor."

WITNESSETH:

1. **Scope of Work**: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to remove sediment within the Bradford Farms Subdivision neighborhood pond as specified in Contractor's proposal, Exhibit A (the "Work"), in accordance with Owner's plans, specifications, and directions. Exhibit A, which is Contractor's proposal, is attached to this Agreement and incorporated into it by reference.

2. **Compensation**: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed seventy-three thousand dollars ($73,000), Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner's forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services**: Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

4. **Term of Agreement**: This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement, or upon the City's acknowledgement of Contractor's fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Contractor shall be entitled to payment only for

services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

5. **Time of the Essence**: Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. **Subcontractors**: Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

7. **Work Conditions**: All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. **Owner Suspension of Work**: Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. **Compliance with Laws**: Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any word hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend,

indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

10. **Independent Contractor**: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. **Insurance & Indemnification**: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (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.

12. **Termination**: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others

rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. **Governing Law & Dispute Resolution**: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

14. **Open Trade**: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

15. **Entire Agreement**: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

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

17. **Waiver**: 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.

18. **No Third-Party Beneficiaries**: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. **Conflicts**: 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.

20. **Headings**: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. **Notices**:

All notices to the City shall be addressed as follows:
Engineering Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
American Sport Fish Hatchery Management Group, LLC
PO Box 20050
Montgomery, AL 36120

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

By: _____
Ranae Bartlett, Mayor

Date: _____

Attest:

_____
Lisa D. Thomas, City Clerk-Treasurer

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

Sawyer ChilesCONTRACTOR

By: _____

Printed: _____
Its: Owner

Date: _____

STATE OF ALABAMA §
§
COUNTY OF_____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of American Sport Fish Hatchery Management Group, LLC 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 and official seal this _____ day of August 2026.

_____
Notary Public

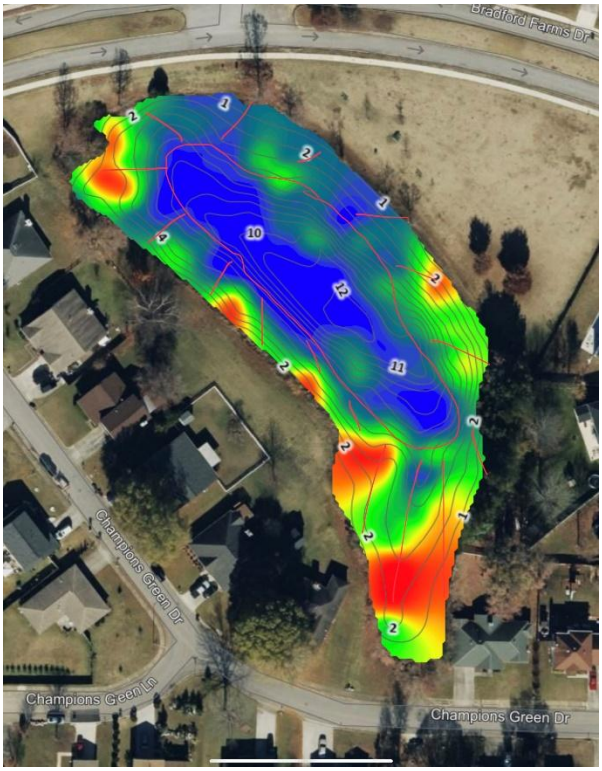
Exhibit A

AMERICAN SPORT FISH HATCHERY

City of Madison-Michael Johnson

I have attached detailed sonar maps to this report to show how we determined the amount of material. The picture below is just to give you an idea of where we would remove sediment. Basically, we will remove sediment from everywhere except the deepest area circled in the picture. The goal is to remove sediment down to the original hard bottom. All sediment will be discharged into GeoBags. These bags, also known as dewatering bags, will retain the sediment and allow the water to return to the pond. The bags will then be allowed to dry for 1-2 months, cut open and the material hauled off or spread on site. The total volume of the material will be reduced by approximately 75% due to dewatering and drying.

The lake originally had 2,200 cubic yards of material but we estimated that currently there needs to be 2,800 removed. A majority of the sediment looks to be organic in nature. The area next to the lake is flat and will be a great spot for the GeoBags. The material can be graded on site and then grass seed spread or it can be hauled off to a land fill. We recommend grading into the existing area because of cost.



Pond	Mobilization	Material (cubic yards)	Dredging	Crane	Total
1	$8,000	2,800 cubic yards	$65,000	NA	$73,000

Please let me know if you have any questions regarding this proposal. We are happy to work with your timelines and budgets.

Regards,

Shawn McNulty

RESOLUTION NO. 2026-294-R

A RESOLUTION AUTHORIZING MAYOR TO ACCEPT PROPOSAL FROM OPIE BALCH REALTY, LLC, FOR REAL ESTATE MARKETING SERVICES FOR 225 MILL ROAD PROPERTY

WHEREAS, pursuant to Ordinance No. 2026-126 passed by the City Council of of the City of Madison, Alabama declared property located at 225 Mill Road (herein "the Property") no longer needed for public purposes and authorized the Mayor to solicit offers for the Property; and

WHEREAS, the Mayor recommends that the City engage an experienced real estate agent to market 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 Opie Balch Realty, LLC, for real estate services to market the sale of the Property, according to the terms of the attached "Exclusive Right to Sell Property Listing 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 presentation of a purchase offer and terms of sale of the Property acceptable to the City Council, the City Council will disclose and consider the terms of the sale in a subsequent meeting and formally authorize the disposition of the property; 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 forward payment to Opie Balch Realty, LLC, for marketing services listed in the attached proposal.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of August 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

EXCLUSIVE RIGHT TO SELL PROPERTY LISTING AGREEMENT

IF "EXHIBIT A" IS ATTACHED, IT BECOMES A PART OF THIS ORIGINAL LISTING AGREEMENT

NOTICE: This is a legally binding contract. If there are any terms of this document which you do not understand, consult an attorney

I/WE City of Madison, AL Owner/Seller (hereinafter referred to as Seller) of the below-described Property do hereby grant to Opie Balch Realty, LLC, Broker the sole and exclusive right to sell, trade, convey or exchange the Property upon the terms and conditions set forth below.

Street Address 225 Mill Road

City Madison County Madison State AL Zip 35758

Legal Description: PIN 576738 PARCEL 16-02-09-3-000-034.001

Lot n/a Block n/a Subdivision Mary Margaret Lanier Frost Lnd Addition

Unless otherwise agreed to in writing, the term "Broker" shall mean "Single Agent," which is defined under Alabama Law as: A licensee who is engaged by and represents through an agency agreement only one party in a real estate transaction. A single agent may be only one of the following:

a. Buyers Agent, which means a broker or licensee who is engaged by and represents only the buyer in a real estate transaction.

b. Sellers Agent, which means a broker or licensee who is engaged by and represents only the seller in a real estate transaction.

1. **Seller authorizes and grants Broker the sole and exclusive right:**

(a) to disseminate property information through print and/or electronic media.

(b) to place a lockbox on the Property and, in so doing, release and hold harmless the Broker and all cooperating licensees from all responsibility and liability resulting from any loss, damage, or theft which might occur while the Property is listed.

(c) to publish the Property in the Multiple Listing Service (MLS), and in so doing, both Seller and Broker acknowledge that MLS does not review for accuracy this agreement or other such information or data provided by Seller and Broker for MLS publication. Seller and Broker agree to hold harmless and indemnify the Huntsville Area Association of REALTORS® and the MLS against any and all damages, costs, or expenses, including attorney's fees, which may arise from the publication of any inaccurate property information provided by Seller and/or Broker.

2. **Period of Agreement:** This agreement shall be effective for a period of time beginning on 07/24/2026 and ending at midnight on 01/31/2027 unless the expiration date is extended in writing.

3. **Terms/Conditions:**

(a) Seller and Broker agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker shall subsequently agree to:

Price $ [redacted] **Possession Date**: at closing.

(b) Seller agrees to maintain Property and to be responsible for any repair debts incurred as the result of Seller's request of Broker to have such maintenance done or repairs made. It is the Seller(s) responsibility to have the utilities turned on if they have been turned off and to maintain utilities through the date of closing. Seller agrees to keep in force sufficient hazard insurance until the transaction is closed.

4. **Disclosure:** Seller hereby authorizes Broker and all cooperating Brokers to disclose to prospective buyers, to the extent required by law, any defects latent or otherwise known to them. Seller acknowledges that licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.

5. **Marketing the Property:**

(a) The listing for this Property will be entered by the Broker into ValleyMLS.com (MLS) system within one (1) business day of marketing the Property to the public. Public Marketing includes but is not limited to flyers displayed in windows and yard signs, digital marketing on public-facing websites, brokerage website displays, digital communications marketing (e.g., email blasts), multi-brokerage listing sharing networks, and mobile applications available to the general public, including social media.

(b) Broker agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Seller gives Broker the sole and exclusive right to place a "For Sale" or other appropriate signs on the Property once the property is ready to market. Seller also agrees to (i) promptly refer all inquiries regarding the Property to the Broker, (ii) furnish Broker with keys to the Property, (iii) make the Property available for showing to prospective buyers during reasonable hours.

(c) Seller gives Broker the right to display the property on the Internet: ☑ Yes ☐ No. *If "Yes" to display on the internet:*

→ to display the *property address* on the Internet: ☑ Yes ☐ No.

→ to allow an *automated estimate of the market value* of the listing (to include a link to such estimate)* ☐ Yes ☑ No

→ to allow *third parties to write comments or reviews* about listed property* ☐ Yes ☑ No ***Such as "Virtual Office Websites" (VOW's)**[i]

(d) Seller acknowledges and understands that Broker is required to report the conditions and terms of the sale of this Property to the MLS in accordance with Broker's agreement with the Multiple Listing Service ("MLS"). Seller hereby acknowledges the reporting of such sale conditions and terms.

(e) Seller's initials _____ _____ _____ _____

(f) Marketing via MLS: Seller authorizes the Property to be disseminated via the MLS system. Seller acknowledges that per MLS rules, Broker must enter all listings into the MLS system, and the Property will be disseminated to, or viewable by, other MLS participants and subscribers, as well as disseminated by MLS to the public through print and/or electronic media.

i. ☑ **ACTIVE** Marketing: Seller agrees that Active marketing of the property will begin on or before 07/24/2026 (Entry Date). The seller does not select the Coming Soon status.

THE USE OF THIS FORM BY ANYONE OTHER THAN A MEMBER OF VALLEYMLS IS STRICTLY PROHIBITED.
Copyright© by ValleyMLS.com, Inc.

ii. ☐ **COMING SOON** Marketing: Seller authorizes Broker to utilize the "Coming Soon" status in the MLS system while the Property is being prepared for sale. If the Coming Soon option is elected, Seller understands that the Property will be entered into the MLS in accordance with the MLS rules and as stated above in Section 5, "Marketing the Property". A Coming Soon property may be publicly marketed once entered in the MLS but will not be distributed to third-party sites until made Active, in accordance with MLS's Coming Soon policy.

The Coming Soon status is temporary and limited to 5 calendar days. If it is selected, the Seller must execute a separate, signed addendum regarding the Broker's use of it.

iii. ☐ **OFFICE EXCLUSIVE** Marketing: Seller does not authorize the Property to be disseminated via the MLS system. Seller acknowledges that, per MLS rules, Office Exclusive Listings are not eligible for public marketing as described above. If the Property is publicly marketed, the Seller acknowledges that the Broker must submit the listing to the MLS as an Active listing within one business day of the public marketing. **If Office Exclusive is selected, the Seller must execute a separate, signed addendum regarding the Broker's use of the Office Exclusive status.**

➔ **Seller's initials** _____ _____ _____ _____

6. **COMPENSATION TO LISTING BROKER** Neither the Association of REALTORS® nor the MLS fixes, controls, recommends, or suggests commission fees or rates for services by its members. LISTING BROKER COMPENSATION AND BUYER'S BROKER COMPENSATION ARE NOT SET BY LAW OR GOVERNED BY ANY REALTOR ASSOCIATION OR MULTIPLE LISTING SERVICE AND ARE FULLY NEGOTIABLE.

7. **LISTING BROKER COMPENSATION:** Seller agrees to pay Listing Broker, as Agent of Seller, the following compensation not to exceed:

☑ A percent equal to 2% % of the gross amount of any Sale for listed property

☐ A flat rate fee equal to $ _____ of the gross amount of any Sale for listed property

☐ Other: _____

8. **COMPENSATION TO BUYER'S BROKER (Optional):** Neither the Association of REALTORS® nor the MLS fixes, controls, recommends, or suggests commission fees or rates for services by its members. LISTING BROKER COMPENSATION AND BUYER'S BROKER COMPENSATION ARE NOT SET BY LAW OR GOVERNED BY ANY REALTOR ASSOCIATION OR MULTIPLE LISTING SERVICE AND ARE FULLY NEGOTIABLE.

☐ **Seller does NOT agree to pay buyer's broker compensation.**

☐ Buyer will be responsible for compensating their own broker, if any.

☑ **Seller will consider paying buyer's broker compensation** based on the terms and price of an accepted offer. Any such compensation will be negotiated as part of the purchase agreement.

☐ Seller agrees to pay buyer's broker compensation as follows:

- A percent equal to _____% of the gross purchase price; OR
- A flat fee equal to $_____; OR
- Other:

Seller authorizes the listing agent to communicate to buyer agents that seller will pay up to 3% buyer's agent commission based on terms and price of accepted offer.

➔ Seller's initials: _____ _____ _____ _____

CRITICAL NOTICE: Offers of buyer's broker compensation cannot be communicated through the MLS. Any compensation to a buyer's broker must be documented in the purchase agreement or a separate written agreement between the parties, not the MLS listing. Listing Broker may communicate the amount and terms of any buyer's broker compensation only through methods and media that do not include the MLS.

Non-Discrimination Requirement: Seller acknowledges that making compensation offers based on a protected class (race, color, religion, sex, national origin, familial status, disability, or any other characteristics protected by federal, state, or local law) is a violation of the Fair Housing Act and Alabama Law.

When Compensation is Earned: Buyer's Broker Compensation, if any, is payable upon final closing of a Sale. The term "Sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade of this Property, Seller gives permission for Listing Broker to work with all parties if disclosed and agreed in writing.

If, during the existence of this Agreement, or any extensions thereof, a Sale of the Property is consummated or if the Listing Broker produces a Buyer ready, willing, and able to purchase the Property upon the terms herein or at any price or terms acceptable to Seller or if within 45 days after the expiration/termination of this Agreement or any extensions thereof, a sale is made to any person who was shown the Property, or to whom it was presented for sale by anyone, including Seller, Seller agrees to pay Listing Broker the compensation set forth in paragraph 6 above, provided Listing Broker delivers to Seller, in writing, the names of anyone to whom Listing Broker has shown or presented the Property. However, no compensation shall be due Listing Broker if, after this listing expires, the Property is listed with another licensed real estate broker of this state and sold through their exclusive right to sell.

9. **Optional Seller Concession:** Seller concessions are payments that a seller agrees to contribute toward buyer expenses. Costs that concessions may be applied to include, but are not limited to, costs of title, lender fees, repairs, inspections, surveys, closing attorney fees, and buyer broker compensation.

THE USE OF THIS FORM BY ANYONE OTHER THAN A MEMBER OF VALLEYMLS IS STRICTLY PROHIBITED.
Copyright© by ValleyMLS.com, Inc.

Depending on MLS rules, a seller concession offer may be permitted in the MLS listing but must first be authorized in writing by Seller. Seller may not specify which expense(s) the buyer is permitted to apply concession funds toward.

Seller ☐ does not authorize OR ☐ authorizes a Seller Concession offer. If applicable and known, list Concession amount or rate:
Unknown

➔ **Seller's initials** _____ _____ _____ _____

10. **Agency Disclosure:** The Alabama Real Estate Commission requires the licensee to sign, date, and provide you with a copy (original to remain with Broker) of the Real Estate Brokerage Services Disclosure. Seller acknowledges that he has received such disclosure, has received the licensee's Agency Disclosure Office Policy, and chooses to use the services of the Broker as ☐ Single Agent, ☐ Dual Agent, ☐ Transaction Facilitator.

➔ **Seller's initials** _____ _____ _____ _____

11. **Lead-Based Paint Disclosure for pre-1978 construction: Federal EPA-HUD Lead-Based Paint Regulations stipulate that the listing licensee has the responsibility to advise the Seller of his obligation to make the required lead-based paint disclosures** and to ensure that the Seller satisfies his obligation. Seller acknowledges that the lead based paint disclosure has been delivered to, and signed by Seller to be attached to the sales contract.

➔ **Seller's initials** _____ _____ _____ _____

12. **Systems, Equipment, and Appurtenances:** The following items are included in this sale, if present: all heating and cooling equipment, water heaters, door bells, mantels, light fixtures and bulbs and ceiling fans, including fan remote controls; storm doors, garage door openers and remote controls, range, oven, installed dishwasher, permanently installed refrigerator, and all other built-in kitchen appliances; framed bathroom mirrors and permanently attached plate glass mirrors; all bathroom fixtures; blinds, window treatments and hardware; all wall-to-wall carpet; all gas logs, fireplace doors and attached screens; all security system components and controls; permanently installed hot tub, above ground and in ground swimming pool and its equipment; permanently installed outdoor water features, awnings, permanently installed outdoor cooking grills; seller owned propane tanks; all landscaping and all outdoor lighting, both wired and solar; mail boxes; attached basketball goals and backboards; TV wall mounts, TV antennae and seller owned satellite dishes (excluding components); central vacuum systems and attachments. There shall be no substitutions or replacements of any of the above without the express written agreement of the parties. Items which do not belong to the seller, such as leased security systems, satellite system, water softener systems, fuel tank, etc., do not convey and are not a part of this contract.

13. **Earnest Money:** Seller acknowledges that any earnest money provided in connection with a Purchase Agreement will be held in trust according to the terms of the Purchase Agreement. If such Purchase Agreement is accepted and signed by all parties but does not close, a mutual release signed by all parties to the Purchase Agreement will be required to disburse the earnest money. If a dispute over earnest money arises and an Alabama real estate licensee holds the funds, the licensee may (1) retain the funds until there is a written mutual release from all parties; (2) interplead the disputed funds into the appropriate court (in which case the licensee is entitled to deduct court costs, attorney fees, and similar expenses related to the interpleader from the earnest money); or (3) disburse the funds according to the non-appealable order of a court of competent jurisdiction. (See Alabama Real Estate License Law Rule: 790-X-3-.03.)

14. **Alternative Dispute Resolution Agreement By Binding Arbitration:** In connection with the sale of the above described property, Seller and Broker mutually covenant, stipulate and agree in connection with the resolution of any dispute or controversy arising out of or relating to this agreement or concerning the within described property, or the breach, termination, or validity thereof, as follows: That the transaction contemplated in this agreement directly involves interstate commerce, and said transaction has been and will continue to be regulated by the laws of the United States of America; and, that the contract(s) entered into by the parties concerning this property evidence transactions involving and affecting commerce. The undersigned agrees that all disputes not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of this listing agreement or the sale contemplated; that Seller and Broker agree to submit such dispute(s) to BINDING ARBITRATION, pursuant to the provisions of 9 U.S.C. Section 1, et seq and according to the Commercial Rules of the American Arbitration Association then existing in the County where the property being sold is located. The prepaid arbitration filing fees and all other prepaid costs of the arbitration proceeding shall be paid by the party seeking to invoke arbitration, with the assignment of those costs to be divided between the parties as the arbitrator sees fit in setting the Arbitration Award. It is hereby agreed that it is the intent of the parties that the Arbitrator's Award is to be final and binding and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof. **THIS ARBITRATION SHALL BE IN FULL LIEU OF ANY CIVIL LITIGATION IN ANY COURT, AND IN LIEU OF ANY TRIAL BY JURY.**

15. Seller's Warranty: Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and acknowledges that all information herein provided by Seller is accurate and complete to the best of Seller's knowledge. **Seller agrees to defend, indemnify and hold harmless the Broker, and all licensees, from any losses, damages, claims, suits of law (including court costs and attorney's fees) or other cost or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the Property information contained herein or of any other information provided by or advertised by the Seller.**

➔ **Seller's initials** _____ _____ _____ _____

PHOTOGRAPHIC SERVICES:

(a) Authorization: Seller hereby authorizes Broker to have interior and exterior photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, any Marketing as referenced in Section 5 of this Agreement, as well as any other use, media or means to aid in the sale or rental of Seller's Property. Seller also hereby acknowledges that potential buyers who view the Property may take photographs or videos ("Buyer Photographs") of the Property for their personal use and hereby releases any liability associated with such use.

(b) Waiver of Liability: Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability whatsoever concerning any Photograph, Photographic Services or Buyer Photographs relating to the Property, or the use, distribution, or display of any Photographs, Photographic Services or Buyer Photographs in any form, medium or manner whether such was taken or created by a representative of the Buyer or by a potential buyer.

Seller may provide content such as photos or videos of the Property ("Seller Content") to the Broker. Seller grants to Broker a non-exclusive, perpetual, world-wide, transferable, royalty free license to sub-license (including through multiple tiers), reproduce, distribute,

THE USE OF THIS FORM BY ANYONE OTHER THAN A MEMBER OF VALLEYMLS IS STRICTLY PROHIBITED.
Copyright© by ValleyMLS.com, Inc.

display, perform and create derivative works of the Seller Content. Seller warrants it has the authority to provide this license, and that Seller Content does not violate any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to affect this license.

Seller's initials _____ _____ _____ _____

DUAL AGENCY AND CONFLICTS OF INTEREST:

The term Dual Agency is defined under Alabama law as follows: ***An agency relationship in which a licensee, with the informed written consent of all parties to a transaction, represents both the Seller and the Buyer in the same real estate transaction once all parties have signed the consent agreement.***

The Seller acknowledges that, depending upon the circumstances, it may be necessary and appropriate for the Broker to also represent the Buyer, as when, for example, the Buyer indicates an interest in a property which is the subject of this listing agreement between the Seller and the Broker. If the Seller authorizes the Broker to act as a Dual Agent, then the Seller must sign a separate written consent form, which will also be signed by the Buyer to a transaction. Seller understands that there are limitations in such case in Broker's ability to represent either party fully and exclusively. In addition, when a Broker represents a Buyer and Seller on the same property, there is a conflict of interest.

ADDITIONAL PROVISIONS:

This is a Historic house and sold as is. All repairs/improvements must be approved by the City of Madison and Madison Station Historic Commission.

Seller authorizes listing agent to communicate to buyer agents that seller will pay up to 3% buyer's agent commission depending upon offer.

Seller will pay 2% of sales price for the listing side.

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL ESTATE BECAUSE OF RACE, AGE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, FAMILIAL STATUS, SEXUAL ORIENTATION, DISABILITY OR GENDER IDENTITY.

This agreement is intended to be the legal and binding agreement of all parties. Executed on _____ (date).

Seller	**Seller**
Email Date	Email Date
Phone(s):	Phone(s):
Seller	**Seller**
Email Date	Email Date
Phone(s):	Phone(s):

Seller's Mailing Address (if different from property address): _____

Opie Balch Realty, LLC	
Listing Agency	Licensee

[1] A Virtual Office Website or (VOW) is the Internet website of a broker participating in the MLS, or a feature of such website, through which the broker is capable of providing real estate brokerage services to consumers with whom the broker has first established a broker-consumer relationship

THE USE OF THIS FORM BY ANYONE OTHER THAN A MEMBER OF VALLEYMLS IS STRICTLY PROHIBITED.
Copyright© by ValleyMLS.com, Inc.

ORDINANCE NO. 2026-295

AN ORDINANCE DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING RELATED DISPOSITIVE ACTIONS

WHEREAS, pursuant to Resolution No. 2017-283-R, the City of Madison acquired a parcel located on Kyser Boulevard from Papa Jack's, Inc.; and

WHEREAS, in connection with an economic development project, the parcel was subdivided, and an electrical substation was built on one half of the parcel; and

WHEREAS, ninety-three hundredths (0.93) of an acre of the parcel ("the Property") remains undeveloped, has not been used by the City since its acquisition, and the City does not need to retain the Property for public or municipal purposes;

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

SECTION 1. That it is hereby established and declared that the Property, which is described in this Section 1 and Exhibit A attached to this Ordinance, is not needed for public or municipal purposes:

> ***Lot 4, a Re-subdivision of Lot 3, Gin Oaks Subdivision, Plat Book 17, Page 77 in the Madison County Probate Judge's Office***

SECTION 2. That the Mayor and Facilities Director are authorized to procure the services of a real estate broker, conduct all appraisals, surveys, and other investigations necessary to facilitate the sale of the Property, and to solicit and receive offers for the sale of the Property, with the Council reserving the right to review and approve the final recommended offer for the purchase of the Property.

SECTION 3. This Ordinance shall be effective on the date of its passage and proper publication once in a newspaper of general circulation in the City of Madison following its adoption.

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

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

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

EXHIBIT A

Source: Subdivision Plat – Detailed View

RESOLUTION NO. 2026-271-R

A RESOLUTION AUTHORIZING PROJECTS TO BE FUNDED FROM SERIES 2016-C WARRANT PROCEEDS

WHEREAS, the City of Madison, Alabama (the "City"), has previously issued its General Obligation Warrants, Series 2016-C (the "Warrants"), pursuant to Ordinance No. 2016-257; and

WHEREAS, one of the purposes of the Warrants was to fund the City's share of the cost of the Highway 72 Widening and Renovation Project (as defined in Ordinance No. 2016-257) to be undertaken by the Alabama Department of Transportation ("ALDOT"); and

WHEREAS, the City has recently been advised by ALDOT that funding from the Warrants will no longer be required for the Highway 72 Widening and Renovation Project; and

WHEREAS, as a result of the ALDOT project obligation ending, the City has approximately three million six hundred forty six thousand one hundred seventy two dollars and sixty cents ($3,646,172.60) available in the 2016-C bond fund to pay for and complete other municipal projects; and

WHEREAS, pursuant to Ordinance No. 2016-257 the City Council is permitted to approve other public capital improvement projects to be funded from the proceeds of the Warrants not needed for the Highway 72 Widening and Renovation Project; and

WHEREAS, the public capital improvements projects designated herein have been approved by Bond Counsel to the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON as follows:

The remaining proceeds of the Warrants are hereby authorized to be used to pay all or a portion of the costs of the following public capital improvement projects of the City:

PROJECT NAME	ADOPTED BUDGET
Fire Station 4 Ladder Bay Construction Project	$750,000.00
City Hall Renovation Project	$1,696,172.60

Huntsville-Brownsferry Road Park Improvements	$1,200,000.00

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

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-265

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

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

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

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

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

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

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

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

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of August 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

EXHIBIT

DATE:5/12/2026

THIS IS NOT A LAND BOUNDARY SURVEY.

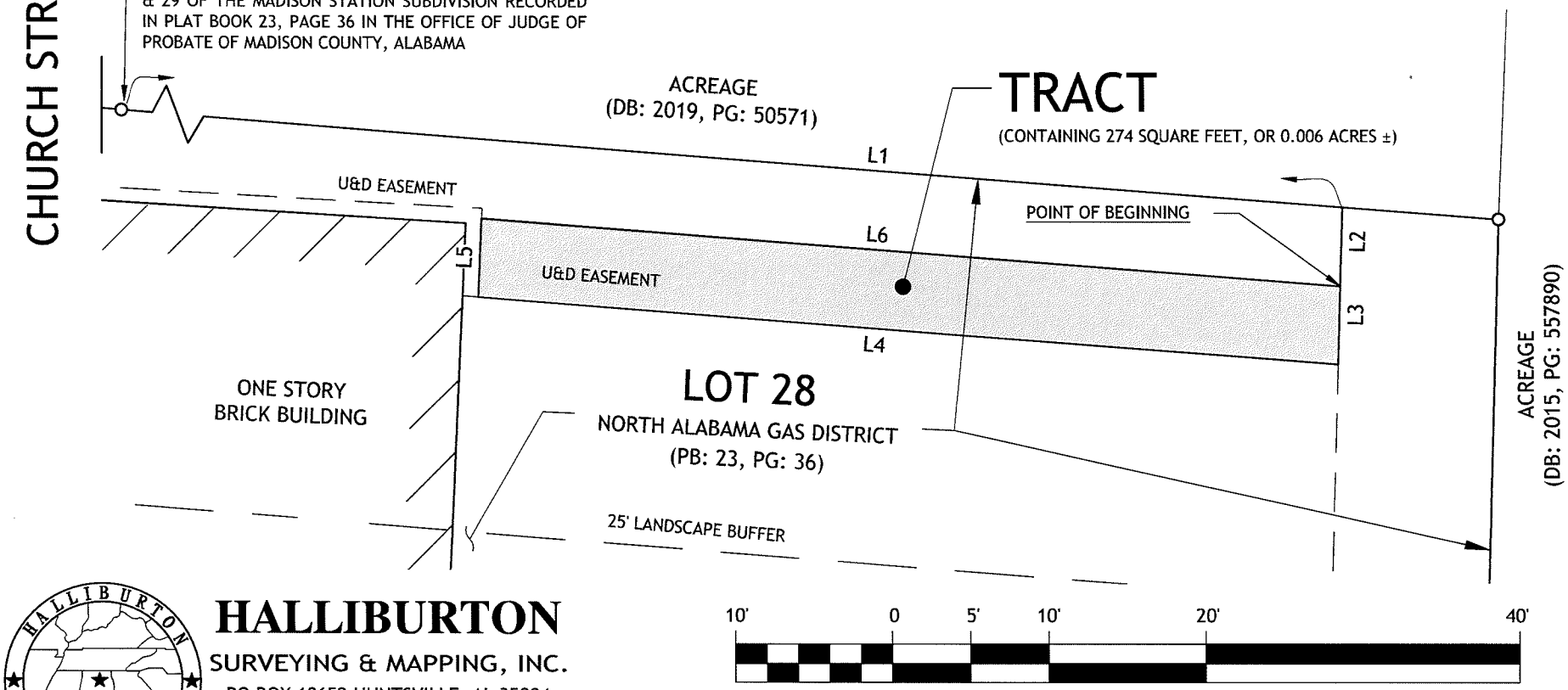
NOTE: The purpose of this exhibit is to depict a portion of an easement being vacated as shown hereon.

LEGEND

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

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

GRID NORTH



HALLIBURTON
SURVEYING & MAPPING, INC.
PO BOX 18652 HUNTSVILLE, AL 35804
P: 256.947.1452
gohsm.com

10' 0 5' 10' 20' 40'

DATE	JOB NO.	DRAWN BY	CHECKED BY	SHEET NO.
05/12/2026	25-201	RLS	MTH	1

NOTES:

1. The bearing base for this survey is based on Alabama East Zone State Plane Coordinate System of 1983 (NAD 83), as determined by redundant RTK GPS observations, vertical datum is based on NAVD88, Geoid 18.
2. Field work was completed 04/17/2026.
3. Field data was collected using automatic level, robotic total station, RTK GPS, terrestrial laser scanner.
4. Source of survey is per a deed to City of Madison Board of Education as recorded per Deed Book 2025, Page 41519, in the Office of the Judge of Probate of Madison County, Alabama. Deed Book applies in blanket. Plat Book: 23, Page: 36 applies in blanket.
5. No title commitment was provided for the purpose of this survey. Therefore, there may be easements, rights-of-way, restrictions, covenants, facts, matters and other encumbrances affecting subject property not shown hereon.
6. A street address for subject property was noted as being 108 Church Street Madison, Alabama 35758.
7. Zoning was not researched for the purpose of this survey.
8. The underground utilities as shown hereon were determined by observed evidence, utility plan research (as supplied by Huntsville Utilities and Madison Utilities GIS Dept.), and paint markings. Additional underground utilities may exist. No underground utilities were excavated to determine their true location for the purpose of this survey. Therefore, the Surveyor cannot ascertain the actual location of any underground utilities as shown hereon, or warrant that all underground utilities have been shown.
   - 8.1. Utilities as shown hereon per Alabama 811 ticket number 253230332 are as follows:
     - 8.1.1. ATT/D
     - 8.1.2. Knology of Huntsville dba Cable Alabama, 01
     - 8.1.3. Huntsville Utilities, Electric
     - 8.1.4. Madison Public Works Department, City of
     - 8.1.5. Madison Water and Wastewater
     - 8.1.6. North Alabama Gas District, Madison
9. The unit of measurement as shown hereon is decimals of a US Survey Foot.
10. The contour interval as shown hereon is one foot.
11. This survey is not valid without the original seal and signature of the undersigned surveyor.
12. Please contact Troy Halliburton by phone at (256) 947-1452 or by email at thalliburton@gohsm.com with questions or comments regarding this survey.

LEGAL DESCRIPTION (AS RECORDED)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MADISON, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

LOT 28 AND 29 OF THE FINAL PLAT OF NORTH ALABAMA GAS DISTRICT SUBDIVISION FILED FOR RECORD IN PLAT BOOK 23 AT PAGE 36 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

PERMITTED ENCUMBRANCES (AS RECORDED)
DB: 2025, PG: 41519

1. All taxes for the year 2025 and subsequent years, not yet due and payable.
2. All matters established by, and shown on, that certain Plat of Madison Station filed for record in Deed Book QQ at page 14 in the Office of the Judge of Probate of Madison County, Alabama.
3. All matters established by, and shown on, that certain Plat of Hundley Lots in Madison Station filed for record in Plat Book 1 at page 105 in the Office of the Judge of Probate of Madison County, Alabama.
4. All matters established by, and shown on, that certain Final Plat of North Alabama Gas District Subdivision filed for record in Plat Book 23 at page 36 in the Office of the Judge of Probate of Madison County, Alabama.

SPECIAL NOTES:
PER PB: 23, PG: 36

1. SHOULD EXISTING BUILDING BE REMOVED THEN ANY NEW STRUCTURES SHALL MEET MINIMUM SET BACK REQUIREMENTS FOR THE ZONING CLASSIFICATION THAT EXISTS AT THE TIME AND AS DEFINED IN THE ZONING ORDINANCE OF THE CITY OF MADISON, ALABAMA.
2. SHOULD EXISTING BUILDING BE REMOVED, A 10' (TEN) WIDE UTILITY AND DRAINAGE EASEMENT SHALL BE TAKEN EVENLY OFF THE NORTH SIDE OF PROPERTY HEREIN PLATTED. IT SHALL EXTEND FROM THE EAST MARGIN OF CHURCH STREET TO THE REAR OF THE PROPERTY.

FLOOD ZONE INFORMATION:

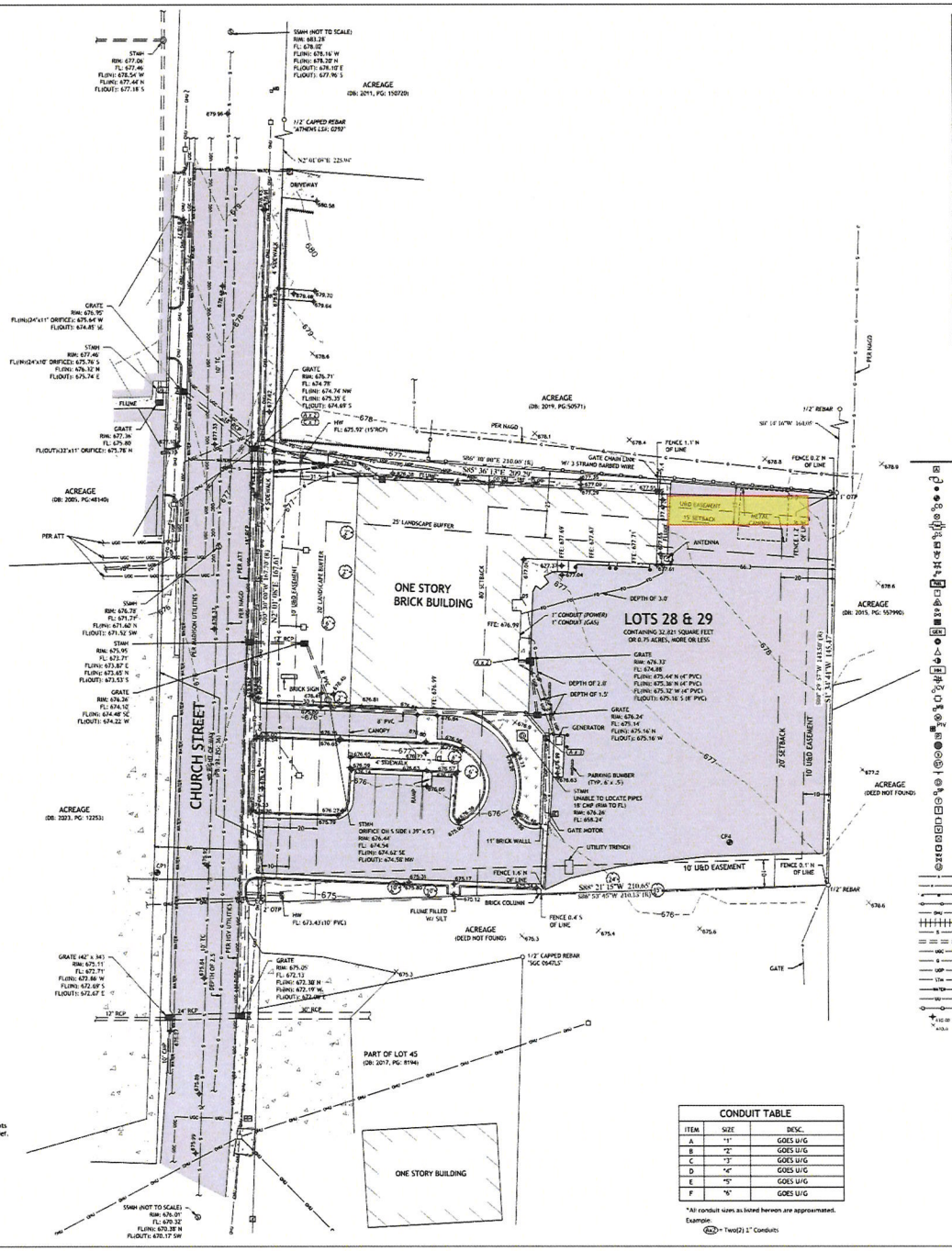
According to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Madison, Alabama (community panel 010308), map number 01089C0268E, map revised date October 2, 2014, this site lies within Zone X (unshaded) defined as "Areas of Minimal Flood Hazard."

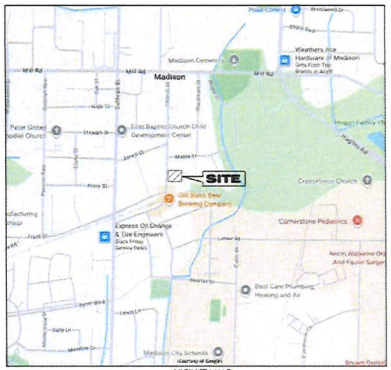
Certification:
I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: _____
Charles Troy Halliburton

Alabama License No.: 29981 Date: 03/12/2026

ALABAMA LICENSED No. 29981-S PROFESSIONAL LAND SURVEYOR CHARLES T. HALLIBURTON





VICINITY MAP
(NOT TO SCALE)

LEGEND

	AIR CONDITIONER	A/G	ABOVE GROUND
	ANTENNA TOWER	B.F.E.	BASE FLOOD ELEVATION
	BOLLARD	BH	BORE HOLE
	CONTROL POINT	C/G	CURB & GUTTER
	CLEAN OUT	CI	CAST IRON PIPE
	COMMUNICATION MARKER	CMP	CORRUGATED METAL PIPE
	COMMUNICATION MANHOLE	CPP	CORRUGATED PLASTIC PIPE
	DOWNSPOUT	DB	DEED BOOK
	ELECTRIC BOX	DI	DUCTILE IRON PIPE
	FIRE DEPT CONNECTION	DWI	DOUBLE WING INLET
	FIRE HYDRANT	FES	FLARED END SECTION
	FLAG POLE	FFE	FINISHED FLOOR ELEVATION
	FUEL PUMP	FL	FLOW LINE
	GAS MARKER	GRT	GRATE INLET
	GAS METER	HW	HEADWALL
	GAS VALVE	JB	JUNCTION BOX
	GRATE INLET	LF	LINEAR FEET
GEN	GENERATOR	LSA	LANDSCAPE AREA
	GROUND LIGHT	M.B.L.	MINIMUM BUILDING LINE
	GUY ANCHOR	MH	MANHOLE
	GUY POLE	OTF	OPEN TOP PIPE
HH	HAND HOLE	OTI	OPEN THROAT INLET
	HANDICAP SIGN	PB	PLAT BOOK
	IRRIGATION CONTROL VALVE	PG	PAGE
	LIGHT POLE	P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
	MAIL BOX	PVC	POLYVINYL CHLORIDE PIPE
	MONITORING WELL	(R)	RECORDED
	POST INDICATOR VALVE	RCP	REINFORCED CONCRETE PIPE
	POWER METER	RGRT	ROUND GRATE INLET
	ROUND GRATE INLET	R.O.W.	RIGHT OF WAY
	SANITARY MANHOLE	SC	SECTIONALIZING CABINET
	SEPTIC TANK	SPW	SLOPED PAVED HEADWALL
	SIGN	SSMH	SANITARY SEWER MANHOLE
	STORM MANHOLE	STMH	STORM MANHOLE
	SUPPORT POST	SWI	SINGLE WING INLET
	TELEPHONE PEDESTAL	TC	TERRA COTTA PIPE
	TRANSFORMER CABINET	T.V.A.	TENNESSEE VALLEY AUTHORITY
	UTILITY POLE	UBD	UTILITY AND DRAINAGE
	UTILITY VAULT	VCP	VITRIFIED CLAY PIPE
	WATER METER	WS	WELDED STEEL PIPE
	WATER SPIGOT	WW	WING WALL
	WATER VALVE		ASPHALT
	UNKNOWN MANHOLE		BRICK PAVERS
	BARBED WIRE FENCE		CONCRETE
	CHAIN LINK FENCE		GRAVEL
	GUARDRAIL		ROCK WALL
	HOG WIRE FENCE		LANDSCAPE AREA
OHU	OVERHEAD UTILITIES		STANDING WATER
	PICKET FENCE		REGULATORY FLOODWAY
	SANITARY SEWER		ZONE AE
	STORM SEWER		ZONE X (SHADED)
UGC	UNDERGROUND COMM	●	SET 1/2" REBAR CAPPED "HSM CA #1031"
UG	UNDERGROUND GAS	○	FOUND MONUMENTATION (AS NOTED)
UGP	UNDERGROUND POWER	□	FOUND CONCRETE MONUMENT
UTS	UNDERGROUND STEAM		
UGW	UNDERGROUND WATER		
UU	UNKNOWN UTILITIES		
	WOOD FENCE		
IS 52.00	IMPERVIOUS SPOT ELEVATION		
PS 50.0	PERVIOUS SPOT ELEVATION		

CONDUIT TABLE

ITEM	SIZE	DESC.
A	"1"	GOES U/G
B	"2"	GOES U/G
C	"3"	GOES U/G
D	"4"	GOES U/G
E	"5"	GOES U/G
F	"6"	GOES U/G

*All conduit sizes as listed hereon are approximated.
Example:
(2x2)= Two(2) 1" Conduits

20' 0 10' 20' 40' 80'

GRID NORTH

PROJECT CONTROL INFORMATION

NAME	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP 1	1527340.31'	381046.40'	675.45'	MAG NAIL
CP 4	1527351.37	381258.91'	676.65	1/2" CAPPED REBAR "HSM CONTROL"

0	03/16/2026	ORIGINALLY SUBMITTED	
1	03/17/2026	ADDED TREES	
2	04/27/2026	ADDED CLEANOUTS	
3	04/27/2026		
			REVISION DESCRIPTION
			NO.

DRAWN BY RLS	CHECKED BY MTH/CTH
SCALE 1" = 20'	DATE 03/12/2026

PROJECT: 108 CHURCH STREET (PB: 39, PG. 25) MADISON COUNTY, ALABAMA

CLIENT: BRIDGEWOOD ENGINEERING, LLC
7 TOWN CENTER DRIVE, SUITE 301 HUNTSVILLE, AL 35806

TITLE: BOUNDARY & TOPOGRAPHIC SURVEY

HALLIBURTON SURVEYING & MAPPING

HALLIBURTON
SURVEYING & MAPPING, INC.
PO BOX 18652 HUNTSVILLE, AL 35804
P: 256.947.1452
gohsm.com

ALABAMA LICENSED No. 29981-S PROFESSIONAL LAND SURVEYOR CHARLES T. HALLIBURTON

HSM PROJECT NO. 25-201 | CLIENT PROJECT NO.

SHEET NO. 1 OF 1

COPYRIGHT © 2025 HALLIBURTON SURVEYING & MAPPING, INC. - THESE PLANS MAY NOT BE REPRODUCED WITHOUT EXPRESS WRITTEN CONSENT OF HALLIBURTON SURVEYING & MAPPING, INC.

THIS IS NOT THE ORIGINAL SEAL & SIGNATURE OF THE SURVEYOR

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 MADISON	§	***No title search requested and none prepared.***

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

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

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

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

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

_____
Lisa D. 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 D. 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 August 2026.

_____
Notary Public

ORDINANCE NO. 2026-277

AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 16 OF TOWN MADISON PHASE 15 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 **Old Town Investments, LLC**, for the vacation of a portion of a utility and drainage easement located within Lot 16 of Town Madison Phase 15 Subdivision and further described as follows:

> ALL THAT PART OF LOT 16 OF TOWN MADISON PHASE 15 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2025, PAGES 140-142, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, THENCE SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 16, 46.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BULLPEN ALLEY; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 87 DEGREES 19 MINUTES 39 SECONDS WEST, 10.12 FEET TO A POINT; THENCE NORTH 02 DEGREES 40 MINUTES 21 SECONDS WEST, 46.29 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 16; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS EAST, 10.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 468 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 & drainage easement in favor of **Old Town Investments, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this 24th day of August 2026.

_____

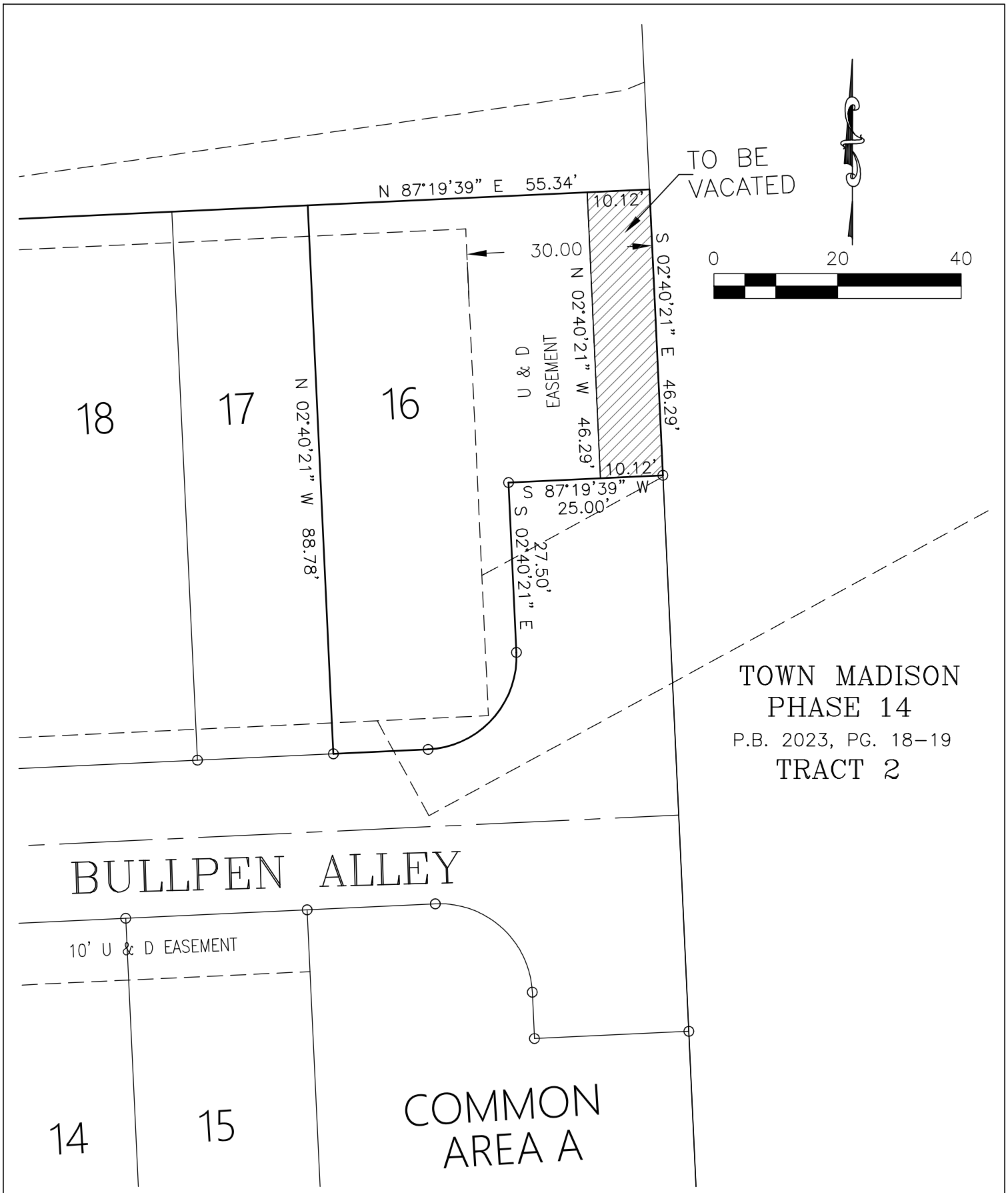
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



JOB NO: 22-191 DATE: 7/13/2026 DRAWN BY: SER CHECKED BY: CMF	EASEMENT VACATION LOT 16 TOWN MADISON PH. 15 PREPARED FOR: OLD TOWN INVESTMENTS, LLC	MULLINS, LLC CIVIL ENGINEERING, DEVELOPMENT DESIGN SURVEYING, LANDSCAPE ARCHITECTURE 2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805 (256) 701-4821

All documents, including Drawings and Bid Specifications, prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face and the Client.

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 MADISON	§	***No title search requested and none prepared.***

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 and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Old Town Investments, LLC** (hereinafter referred to as "Grantee"), any and all interest Grantor possesses which was created in and by the following described public utility and drainage easement situated in Madison, Madison County, Alabama, to-wit:

> ALL THAT PART OF LOT 16 OF TOWN MADISON PHASE 15 AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2025, PAGES 140-142, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
> BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, THENCE SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 16, 46.29 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BULLPEN ALLEY; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY, SOUTH 87 DEGREES 19 MINUTES 39 SECONDS WEST, 10.12 FEET TO A POINT; THENCE NORTH 02 DEGREES 40 MINUTES 21 SECONDS WEST, 46.29 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 16; THENCE NORTH 87 DEGREES 19 MINUTES 39 SECONDS EAST, 10.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 468 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, its 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 August, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

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

_____
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ranae Bartlett, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

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

_____
Notary Public

RESOLUTION NO. 2026-278-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

Madison Land Resources, Inc's request to rezone property located north of Eastview Drive and west of Slaughter Road from AG (Agriculture District) to R-1C (Single Family Conservation District) and **B2 (Community Business District)**

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 September 14, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 10th day of August 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 10th day of August 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 August 19, 2026

Attachment A

PROPOSED ORDINANCE NO. 2026-279

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-1C (SINGLE FAMILY CONSERVATION DISTRICT) AND B2 (COMMUNITY BUSINESS DISTRICT).

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1C (Single-Family Conservation District) and B2 (Community Business District):

AG TO R-1C

COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA; THENCE RUN NORTH 88 DEGREES 44 MINUTES 34 SECONDS AT A DISTANCE OF 93.28 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 26 SECONDS EAST AT A DISTANCE OF 749.16 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 03 DEGREES 15 MINUTES 15 SECONDS EAST AT A DISTANCE OF 762.08 FEET TO A POINT;
THENCE RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST AT A DISTANCE OF 1044.85 FEET TO A POINT;
THENCE RUN SOUTH 01 DEGREES 37 MINUTES 29 SECONDS WEST AT A DISTANCE OF 640.38 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 31 SECONDS WEST AT A DISTANCE OF 185.24 FEET TO A POINT;
THENCE RUN SOUTH 02 DEGREES 18 MINUTES 10 SECONDS WEST AT A DISTANCE OF 486.04 FEET TO A POINT;
THENCE RUN SOUTH 85 DEGREES 42 MINUTES 25 SECONDS WEST AT A DISTANCE OF 145.52 FEET TO A POINT;
THENCE RUN NORTH 12 DEGREES 13 MINUTES 58 SECONDS EAST AT A DISTANCE OF 77.45 FEET TO A POINT;
THENCE RUN NORTH 03 DEGREES 13 MINUTES 54 SECONDS EAST AT A DISTANCE OF 324.07 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 34 SECONDS WEST AT A DISTANCE OF 753.93 FEET BACK TO THE POINT OF BEGINNING.

AG to B-2

COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA; THENCE RUN NORTH 88 DEGREES 44 MINUTES 34 SECONDS WEST AT A DISTANCE OF 93.28 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 26 SECONDS EAST AT A DISTANCE OF 749.16 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 15 SECONDS EAST 762.08 FEET TO A POINT; THENCE RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST 1044.85 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST AT A DISTANCE OF 303.00 FEET TO A POINT;
THENCE RUN SOUTH 02 DEGREES 03 MINUTES 46 SECONDS WEST AT A DISTANCE OF 634.47 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 31 SECONDS WEST AT A DISTANCE OF 298.09 FEET TO A POINT;
THENCE RUN NORTH 01 DEGREES 37 MINUTES 20 SECONDS EAST AT A DISTANCE OF 640.38 FEET AND BACK TO THE POINT OF BEGINNING.

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-1C (Single-Family Conservation District) and B2 (Community Business District).

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 14th day of September 2026.

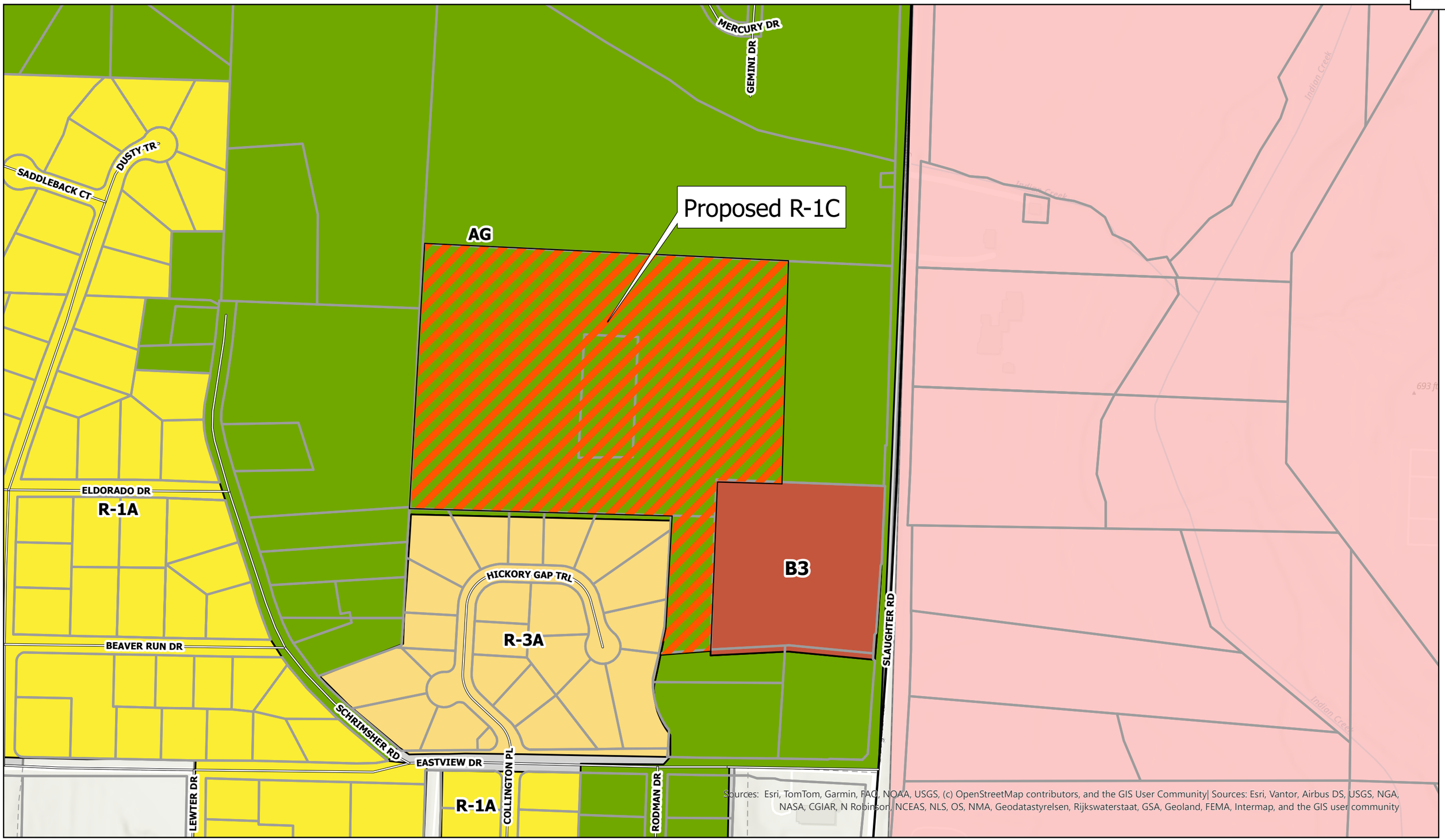
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



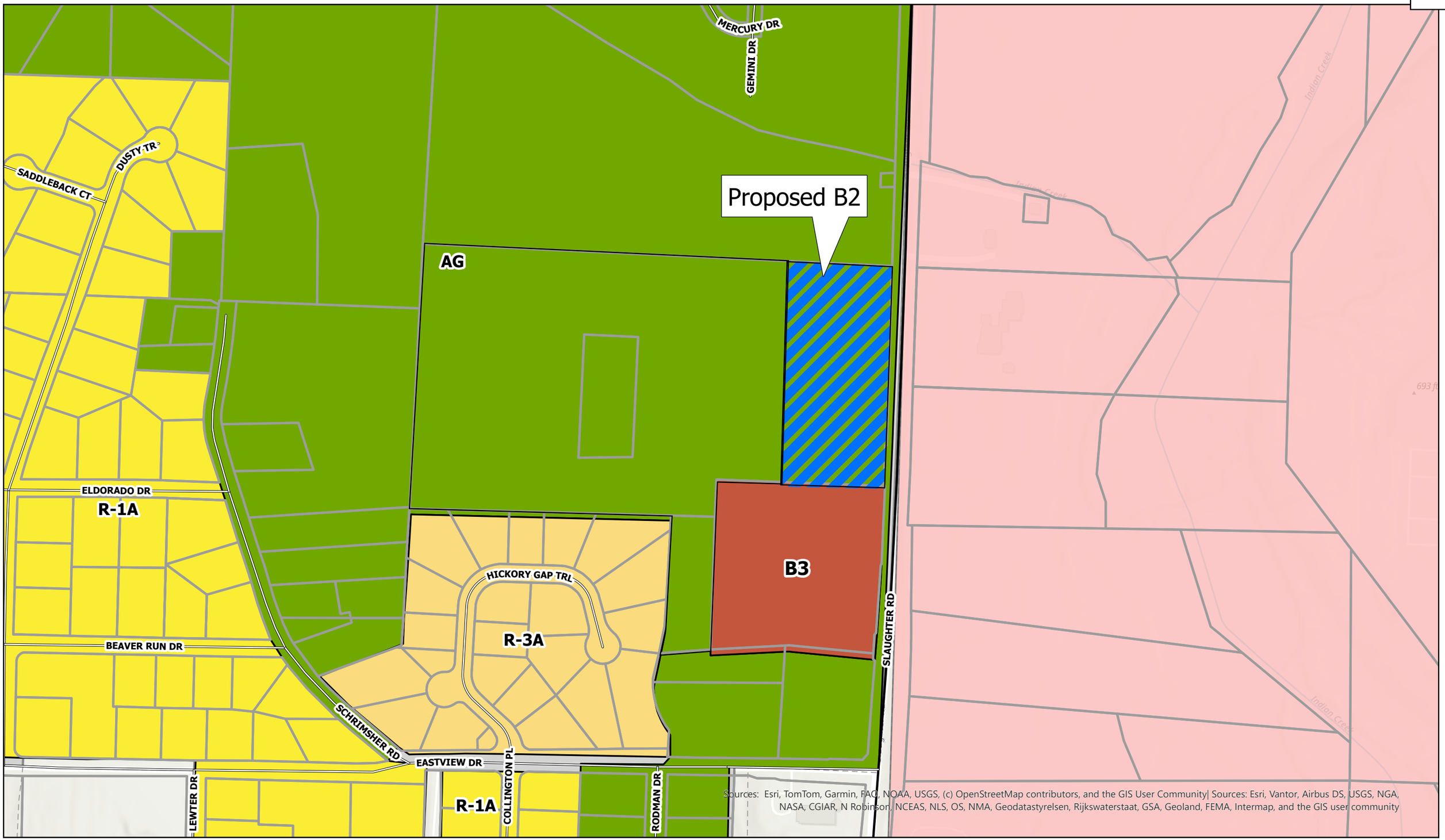
0 125 250 500 Feet

Proposed R-1C - Slaughter Road

N

THE CITY OF MADISON ALABAMA plant your roots

Date Printed: 6/24/2026



0 125 250 500 Feet

Proposed B2 - Slaughter Road

N

THE CITY OF MADISON ALABAMA plant your roots

Date Printed: 6/24/2026

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 R-1C (SINGLE FAMILY CONSERVATION DISTRICT) AND B 2 (COMMUNITY BUSINESS DISTRICT).

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Madison Land Resources, Inc, the City Council of the City of Madison, Alabama, will hold a public hearing on the 14th day of September, 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:

AG TO R-1C

COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA; THENCE RUN NORTH 88 DEGREES 44 MINUTES 34 SECONDS AT A DISTANCE OF 93.28 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 26 SECONDS EAST AT A DISTANCE OF 749.16 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 03 DEGREES 15 MINUTES 15 SECONDS EAST AT A DISTANCE OF 762.08 FEET TO A POINT;
THENCE RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST AT A DISTANCE OF 1044.85 FEET TO A POINT;
THENCE RUN SOUTH 01 DEGREES 37 MINUTES 29 SECONDS WEST AT A DISTANCE OF 640.38 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 31 SECONDS WEST AT A DISTANCE OF 185.24 FEET TO A POINT;
THENCE RUN SOUTH 02 DEGREES 18 MINUTES 10 SECONDS WEST AT A DISTANCE OF 486.04 FEET TO A POINT;
THENCE RUN SOUTH 85 DEGREES 42 MINUTES 25 SECONDS WEST AT A DISTANCE OF 145.52 FEET TO A POINT;
THENCE RUN NORTH 12 DEGREES 13 MINUTES 58 SECONDS EAST AT A DISTANCE OF 77.45 FEET TO A POINT;
THENCE RUN NORTH 03 DEGREES 13 MINUTES 54 SECONDS EAST AT A DISTANCE OF 324.07 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 34 SECONDS WEST AT A DISTANCE OF 753.93 FEET BACK TO THE POINT OF BEGINNING.

AG to B-2

COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA; THENCE RUN NORTH 88 DEGREES 44 MINUTES 34 SECONDS WEST AT A DISTANCE OF 93.28 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 26 SECONDS EAST AT A DISTANCE OF 749.16 FEET TO A POINT; THENCE RUN

NORTH 03 DEGREES 15 MINUTES 15 SECONDS EAST 762.08 FEET TO A POINT; THENCE RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST 1044.85 FEET TO THE POINT OF BEGINNING.
THENCE FROM THE POINT OF BEGINNING RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST AT A DISTANCE OF 303.00 FEET TO A POINT;
THENCE RUN SOUTH 02 DEGREES 03 MINUTES 46 SECONDS WEST AT A DISTANCE OF 634.47 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 31 SECONDS WEST AT A DISTANCE OF 298.09 FEET TO A POINT;
THENCE RUN NORTH 01 DEGREES 37 MINUTES 20 SECONDS EAST AT A DISTANCE OF 640.38 FEET AND BACK TO THE POINT OF BEGINNING.

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 19th day of August 2026.

DATED at Madison, Alabama, this 26th day of August 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

RESOLUTION NO. 2026-273-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

Leka Latif's request to zone property located at 158 Forrest Drive, south of Forrest Drive and east of Rainbow Drive, to R-1A (Low Density Residential 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 September 14, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 10th day of August 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 10th day of August 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 August 19, 2026

Attachment A

PROPOSED ORDINANCE NO. 2026-274

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):

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

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, 14th day of September, 2026.

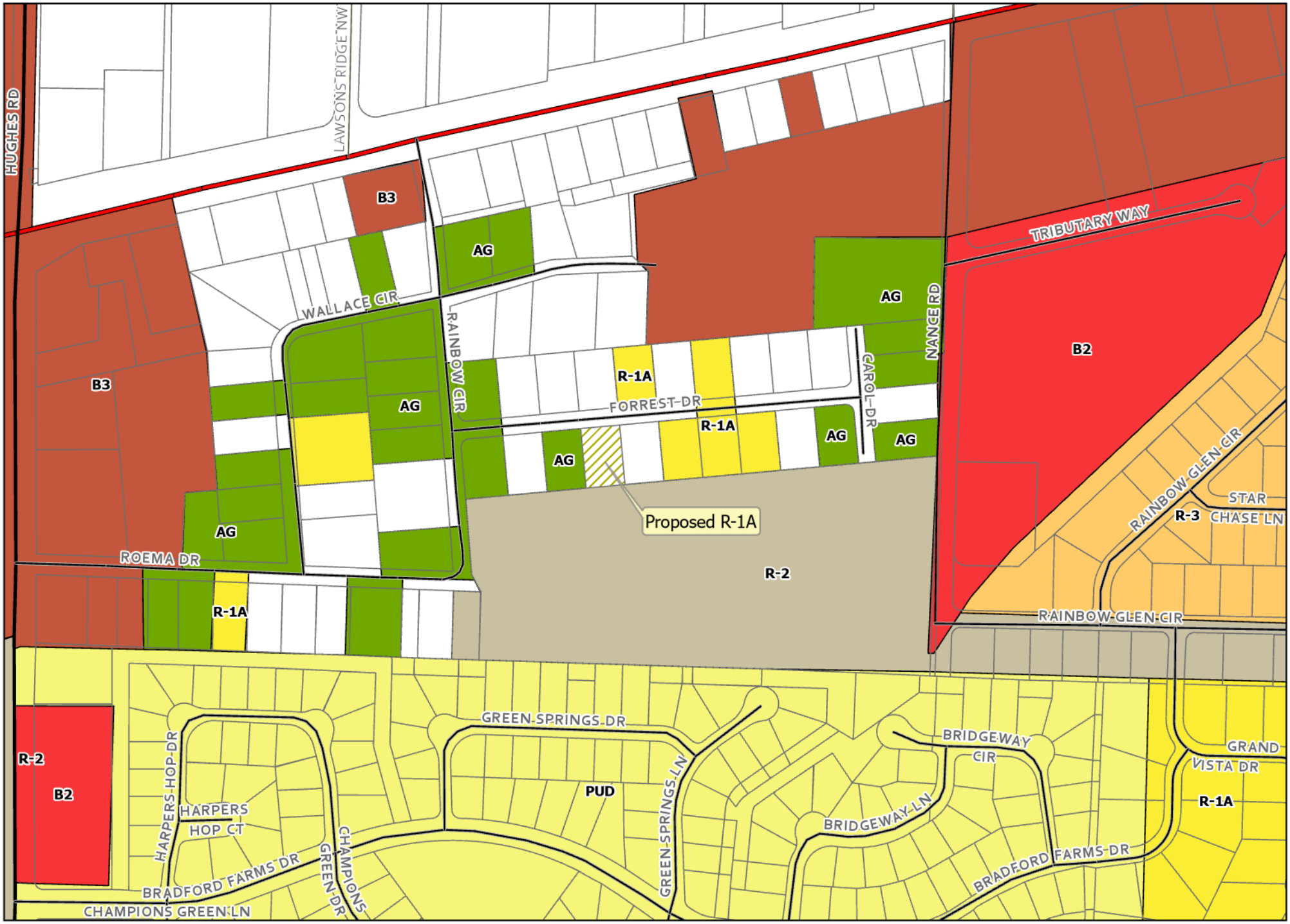
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



0 250 500 1,000 Feet

Proposed R-1A - 158 Forrest Drive

N

THE CITY OF MADISON ALABAMA plant your roots

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 R-1A (LOW DENSITY RESIDENTIAL DISTRICT).

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Leka Latiff, the City Council of the City of Madison, Alabama, will hold a public hearing on the 14th day of September, 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:

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

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 19th day of August 2026.

DATED at Madison, Alabama, this 26th day of August 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ORDINANCE NO. 2026-272

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 May 29, 2026, 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:

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

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:

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

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** 5 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 14th day of September 2026.

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

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

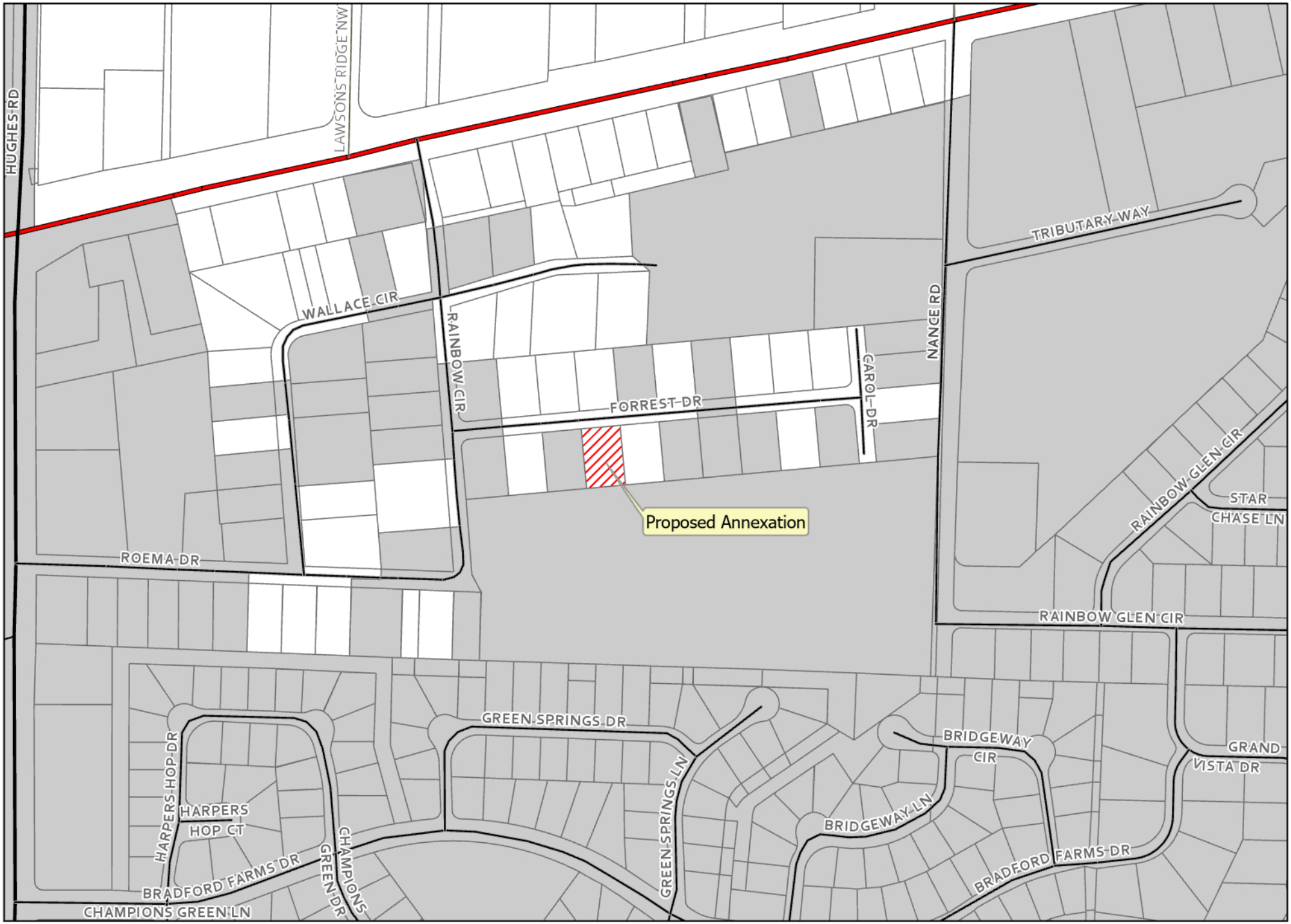
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



0 250 500 1,000 Feet

Proposed Annex - 158 Forrest Drive

N

THE CITY OF MADISON ALABAMA plant your roots

ORDINANCE NO. 2026-267

AN ORDINANCE TO AMEND THE FEE SCHEDULE FOR THE USE OF PARKS AND RECREATION FACILITIES

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

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

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

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

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

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

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

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

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

_____
Maura Wroblewski
Council President
City of Madison, Alabama

ATTEST:

_____
Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CITY OF MADISON, ALABAMA

Parks and Recreation Department

2026 Proposed Fee Schedule

Presented for City Council Review

Current & Proposed Rates

Section 1: Madison Community Center — Room Rentals

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

Section 2: Dublin Park — Room Rentals & Pool Packages

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

Section 3: Outdoor Facilities, Athletic Fields & Courts

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

Section 4: Memberships & Passes

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

Section 5: Madison Senior Center

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

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

Section 6: Madison Recreation Programs

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

MADISON PARKS AND RECREATION

Proposed Fee Schedule Report

Current & Proposed Rates

Section 1: Madison Community Center — Room Rentals

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

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

Section 2: Dublin Park — Room Rentals & Pool Packages

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

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

Section 3: Outdoor Facilities, Athletic Fields & Courts

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

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

MADISON PARKS AND RECREATION — Fee Schedule Proposal

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

Section 4: Memberships & Passes

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

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

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

Section 6: Madison Recreation Programs

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

MADISON PARKS AND RECREATION — Fee Schedule Proposal

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

Section 5: Madison Senior Center

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

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

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