Agenda

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

6:00 PM
Council Chambers
October 26, 2026

AGENDA NO. 2026-20-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. Youth Minister Seth Miller of Madison Church of Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

   A. Minutes No. 2026-19-RG, dated October 12, 2026

   B. Minutes No. 2026-11-WS, dated October 14, 2026

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. **Resolution No. 2026-369-R:** Approving an annual appropriation agreement with Health Establishments at Local Schools (HEALS) for FY27 ($5,000 to be paid from the General Operating Account)

B. **Resolution No. 2026-371-R:** Approving an annual appropriation agreement with Madison County Health Department for FY27 ($20,000 to be paid from the General Operating Account)

C. **Resolution No. 2026-372-R:** Approving an annual appropriation agreement with WellStone for FY27 ($50,000 to be paid from the General Operating Account)

D. **Resolution No. 2026-374-R:** Approving an annual appropriation agreement with KTECH for FY27 ($5,000 to be paid from the General Operating Account)

E. **Resolution No. 2026-375-R:** Approving an annual appropriation agreement with Liberty Learning Foundation for FY27 ($7,500 to be paid from the General Operating Account)

F. **Resolution No. 2026-437-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066337JW on an incident which occurred July 16, 2026, to a 2024 E-One Pumper Fire Truck ($9,796.79, [less$1,000 deductible] to be deposited into General Operating account)

G. **Resolution No. 2026-438-R:** Pitney Bowes Order Amendment adding service to City Clerk Postal Machine ($109.50 paid quarterly from the City Clerk Budget)

H. **Resolution No. 2026-439-R:** Designating Synovus Bank as a depository for the General Fund Pass-Through Checking Account and authorize account signatories

I. **Resolution No. 2026-440-R:** Authorizing the purchase of one Toro Dingo TX1000 track loader from Jomo's Power Equipment, Parts & Services, Inc., a subsidiary of Advanced Mower, Inc., through Sourcewell National Purchasing Cooperative for the amount of $39,636.65 (To be paid from 1/2 Cent Sales Tax Capital Replacement Fund)

J. **Resolution No. 2026-447-R:** Declaring surplus and authorizing the sale of personal property formerly used by the Fire Department through Govdeals pursuant to Section 16-106 of the Code of Ordinances of the City of Madison (95 sections of 2 1/2-inch fire hose)

K. **Resolution No. 2026-448-R:** Authorizing the Mayor and City Clerk-Treasurer to electronically sign a Request for Use of Madison City School Facilities digital form for use of Madison City Schools Stadium parking lot on April 1, 2027 for the Trash Pandas parade at no cost

L. **Resolution No. 2026-449-R:** Authorizing the Mayor and City Clerk-Treasurer to electronically sign a Request for Use of Madison City School Facilities digital form for use of Madison City Schools Stadium parking lot on December 12, 2026 for the annual Christmas parade at no cost

M. **Resolution 2026-452-R**: Accept Appropriation from the Alabama Tourism Department for SEC Tournament Expenses ($75,000 to be deposited into the general fund for SEC Tournament-related expenses)

N. Acceptance of $40,000 reimbursement for legal services, to be deposited into the General Fund, and amendment of the budget to recognize the additional revenue and appropriate the same amount to Consulting Services budget for the Legal Department (10-190-000-1917-00)

O. Transfer $60,000 to Legal Consulting budget from line-item 10-010-000-2900-00 (general services contingency budget) for consulting agreement approved by Resolution No. 2026-396-R

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

A. **Resolution No. 2026-455-R:** Authorizing Council Special Projects funding for the purchase of Christmas decorations from Jubilee Decor ($21,492.52 to be paid from Council Special Projects funding)

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

A. **Proposed Ordinance No. 2026-316:** Zoning certain property owned by Reality 9, LLC, consisting of 20.8 acres, located north of Huntsville-Browns Ferry Road and east of Holladay Boulevard to RC-2 (Residential Cluster District) upon annexation(First Reading 09/14/2026)

B. **Proposed Ordinance No. 2026-319:** Zoning certain property owned by Glenn Ray and Deena McPherson, consisting of 1.55 acres, located at 139 Lewter Drive, east side of Lewter Drive, south of Eastview Drive, R-1A (Low Density Residential) upon annexation (First Reading 09/14/2026)

13. DEPARTMENT REPORTS

CITY CLERK

A. **Resolution No. 2026-425-R:** Authorizing a Merchant Agreement with IntelliPay for service, site, and convenience fee processing services at no cost to the City

ENGINEERING

A. **Resolution No. 2026-407-R:** Authorizing Change Order #1 for Rogers Group, Inc. on Project 24-023 Royal Drive Extension Phase 1 for a roadway undercut due to unsuitable soils being present ($178,061.80 to be paid from Fund 38)

B. **Resolution No. 2026-408-R:** Authorizing Change Order No. 1 for Mullins, LLC on Project 26-012 Greenway Trail Extension along Town Madison Boulevard and Graphics Drive to alter the original plan preparation in order to meet federal funding guidelines for the grant application ($21,000 to be paid from Engineering Department budget)

C. **Resolution No. 2026-412-R:** Authorizing a Professional Services Agreement with OMI for continued inclinometer monitoring on Project 17-030 | Hughes Road SE Bridge Slope ($33,687.00 to be paid from Engineering Department budget)

D. **Resolution No. 2026-429-R:** Authorizing a Contractor Agreement with Whitworth Concrete Works, LLC for Project No. 27-005 | Balch & Gillespie Roundabout Center Island, for removal of the grass center and installation of a stamped concrete center ($61,600 to be paid from Engineering Department budget)

E. **Resolution No. 2026-433-R:** Authorizing a Contractor Agreement with Big River Electric, Inc. to rewire and upgrade the radar detection on the Traffic Signal at the intersection of Madison Boulevard and County Line Road ($60,000 to be paid from Engineering Department Budget).

F. **Resolution No. 2026-434-R:** Authorizing a Contractor Agreement with Big River Electric, Inc. to replace the Traffic Signal Pole and Overhead Lines at the Madison Boulevard and Research Boulevard Intersection ($15,000 to be paid for from Engineering Department Budget)

G. **Resolution No. 2026-435-R:** Authorizing an Aid-to-Construction agreement with Huntsville Utilities for electrical work on Project 22-023 Wall Triana Highway and Gooch Lane Signal Upgrade ($3,959.57 to be paid from Fund 38)

H. **Resolution No. 2026-436-R:** Authorizing an Aid-to-Construction agreement with Huntsville Utilities for electrical work on Project 23-008 County Line Road and Royal Drive Traffic Signal ($3,464.93 to be paid from Fund 38)

FACILITIES AND GROUNDS

A. **Resolution No. 2026-427-R:** Authorizing a Service Agreement with Trane U.S., Inc., for monitoring, maintenance, and remote inspections of HVAC equipment located at the Madison Public Library ($8,563 to be paid from Library Maintenance Fund)

B. **Resolution No. 2026-428-R:** Authorizing a Service Agreement with Trane U.S. Inc. for monitoring, maintenance, and remote inspections of certain HVAC equipment in City owned buildings ($57,497.00 to be paid from Facilities and Grounds Budget)

FINANCE

A. **Resolution No. 2026-441-R:** Approving Amendment No. 3 to the City of Madison's General Capital Improvement Fund (Fund 38) Project List and Authorizing Transfer of funds to Fund 39

B. **Resolution No. 2026-446-R:** Adopting the Capital Improvement Plan for Fiscal Years 2027 through 2031

FIRE & RESCUE

A. **Resolution No. 2026-442-R:** Authorizing the renewal of a one-year software agreement with Locality Media, LLC d/b/a First Due in the amount of $36,222.09 (to be paid from Fire Department budget)

INFORMATION TECHNOLOGY

A. **Resolution No. 2026-443-R:** Authorizing a three-year service agreement with Comcast Enterprise for fiber services and equipment at city-owned facilities ($7,855.20 monthly, to be paid from IT Department budget)

LEGAL

A. **Proposed Ordinance No. 2026-432:** Authorizing a Joint Purchase Agreement with the City of Huntsville for the purchase of pursuit rated light-duty vehicles from Woody Anderson Ford (First Reading)

B. **Proposed Ordinance No. 2026-444:** An Ordinance to amend Ordinance No. 2026-201 Regarding Short Term Rentals to amend appeals process and establish appeal review board (First Reading)

PLANNING

A. **Proposed Ordinance No. 2026-314:** Assenting to the annexation of property located north of Huntsville-Browns Ferry Road, east of Holladay Boulevard, into the City of Madison (First Reading 09/14/2026)

B. **Proposed Ordinance No. 2026-317:** Assenting to the annexation of property located at 139 Lewter Drive, east side of Lewter Drive, south of Eastview Drive, into the City of Madison (First Reading 09/14/2026)

C. **Proposed Ordinance No. 2026-403:** Vacation of a utility and drainage easement located within 177 Towhee Way, Lot 32 of Moore's Creek Subdivision Phase 5 (First Reading 10/12/2026)

POLICE

A. **Resolution No. 2026-431-R:** Authorizing an agreement with PowerDMS for document management services ($25,977.97 to be paid from the Police Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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

MINUTES NO. 2026-19-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
OCTOBER 12, 2026

The Madison City Council met in regular session on Monday, October 12, 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 J.C. Hopkins of Cornerstone Word of Life 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	Absent
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, Municipal Records Coordinator Amy Rumley, City Attorney Megan Zingarelli, Assistant Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Wesley Baugh, 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, City Engineer Michael Johnson, Deputy Director of Facilities and Grounds James Dyer, and Acting Director of Development Services Matt Davidson.

Public Attendance registered: Benny Hannah, Opie Balch, Shelton Torbert, Christina Hearne

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2026-18-RG, DATED SEPTEMBER 28, 2026

Council Member White moved to approve Minutes No. 2026-18-RG. 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	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

PRESENTATIONS AND AWARDS

AWARD RECOGNITION FOR CAPTAIN DAN PICKENS AS 2026 EDUCATOR OF THE YEAR

Fire Chief Brandy Williams recognized Captain Dan Pickens for the outstanding work he does in the community. Fire Chief Williams shared that there were numerous individuals nominated across from Alabama for the award. She shared that Captains Pickens was selected by his peers in Mississippi, South Carolina, and Virginia State Fire Marshals Office. Captain Pickens has made a huge impact in the community.

- Reached over 5,000 kids through school events
- 60 smoke alarm installs
- 50 CPR classes and 145 CPR skill check offs
- Taught 10 First aid classes

UPDATE ON SHORT TERM RENTALS

Assistant Attorney Shelby Morris shared a recap on the Ordinance that passed June 23,2026. She shared the active STRs within the city as well as the current permit applications. Assistant Attorney Shelby Morris discussed the compliance monitoring update with Deckard and shared the Revenue update. She shared the enforcement action plan and contact information for reporting short-term rental concerns. Council Member Bier asked Assistant City Attorney Shelby Morris if there's a standard procedure if a complaint is submitted. City Attorney Shelby Morris stated that once the complaint is submitted a response will be sent back and at that point the complaint will be investigated and a response will be sent back indicating the action taken.

Council President Wroblewski asked Assistant City Attorney Shelby Morris if an update possibly quarterly could be given to keep count of the permits issued. Assistant Attorney Shelby Morris reassured Council President Wroblewski that an update could be given. Mayor Bartlett asked City Attorney Shelby Morris if she could reiterate the demarcation line between short- and long-term rentals. Assistant Attorney Shelby Morris clarified that short-term rentals are anything 179 days or less. Mayor Bartlett asked Assistant Attorney Shelby Morris if she had any recommended steps for Council as the Ordinance is continuing to be revised and provisions are made.

Assistant Attorney Shelby Morris clarified that the idea of a board is being considered that would consist of five people from various construction backgrounds. She stated that their main objective would be to be an administrative barrier that would decide on submitted appeals and then if a constituent appeals the board, it would be presented to Council.

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.*

COTIS GRUNDY(MADISON COUNTY RESIDENT)

Mr. Grundy appeared before Council to voice his concerns on the following items:

- Senior Center fee concerns

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating Account	$4,098,306.33
Special General Operating Accounts	$309,924.79
ADEM Storm Drainage	$4,770.00
½ Cent Capital Replacement	$65,716.50
Gasoline Tax and Petroleum Inspection Fees	$54,219.77
TVA Tax	$2,997.72
Street Repair and Maintenance	$675.02
Library Building Fund	$8,619.09
Water Distribution and Storage	$2,175.00
Venue Maintenance	$38,850.00
Multi-Use Venue Collection Fund	$932,635.00
Fire CPR	$2,056.93

Regular and periodic bills to be paid:

Resolution No. 2026-366-R: Approving an Annual Appropriation Agreement with Huntsville/Madison County Emergency Management for FY27 ($78,123 to be paid from the General Operating account)

Resolution No. 2026-367-R: Approving an Annual Appropriation Agreement with Madison Visionary Partners for FY27 ($60,000 to be paid from the General Operating Account)

Resolution No. 2026-368-R: Approving an Annual Appropriation Agreement with Community Free Dental Clinic for FY27 ($5,000 to be paid from the General Operating Account)

Resolution No. 2026-370-R: Approving an Annual Appropriation Agreement with Huntsville Hospital Foundation for FY27 ($50,000 to be paid from the General Operating Account)

Resolution No. 2026-373-R: Approving an Annual Appropriation Agreement with Big Brothers Big Sisters for FY27 ($7,500 to be paid from the 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)

Resolution No. 2026-376-R: Approving an Annual Appropriation Agreement with Madison Arts Alliance for FY27 ($20,000 to be paid from the General Operating Account)

Resolution No. 2026-365-R: Ratifying the purchase of one 2026 Chevrolet Silverado 3500HD pickup truck from Donohoo Chevrolet through City of Huntsville Joint

Resolution No. 2026-398-R: Authorizing the purchase of four 2027 Ford F-150 4x4 SuperCrew XLT pickup trucks for Public Works Department from Woody Anderson Ford through City of Huntsville Joint Purchasing Agreement in the amount of $48,882.20 each for a total of $195,528.80 (to be paid from 1/2 Cent Sales Tax Capital Replacement Fund)

Resolution No. 2026-399-R: Authorizing the purchase of one (1) 2026 Caterpillar Compact Track Loader from Thompson Tractor Co., Inc., through State Bid Contract No. MA240000004125 in the amount of $106,020.00 (to be paid from 1/2 cent sales tax Capital Replacement Fund)

Resolution No. 2026-406-R: Authorizing the purchase of one 2027 Ford F-150 4x4 SuperCrew XL pickup truck for Fire Department from Woody Anderson Ford through City of Huntsville Joint Purchasing Agreement in the amount of $46,245.20 (to be paid from 1/2 Cent Sales Tax Capital Replacement Fund)

Resolution No. 2026-421-R: Authorizing the disposal and declare surplus to sale through Fowler Auction: 2004 Ford Expedition 4x4 - VIN #1FMPU16L84LA39039, Asset Tag#04466

Resolution No. 2026-414-R: Authorizing a Statement of Work and Fee Schedule with Alabama Interactive, LLC for Tyler Payment Integration with JustFOIA, with transaction fees to be paid by the customer

Resolution No. 2026-416-R: Authorizing the renewal of Catastrophic Inmate Medical Insurance coverage from Sirius America Insurance Company through King Risk Partners, LLC (annual premium of $10,355.84 to be paid from General Services Account)

Resolution No. 2026-417-R: Authorizing Amendment to Agreement with Deputy Corporation (reducing scope of services)

Acceptance of $9.84 donation from PropertyRoom.com (to be deposited into Madison Police Department Donations account)

Accept Appropriation from Alabama Tourism Department for SEC Tournament Expenses ($75,000 to be accepted for existing budget and credited to SEC Tournament FY27 Payment pursuant to Agreement with Convention and Visitors Bureau dated April 17, 2026, adopted via Resolution 2026-161-R)

Acceptance of a $555.00 supplemental insurance payment from Alabama Municipal Insurance Corporation for damage to a Police Department vehicle (Claim No. 066179; original settlement approved by Resolution No. 2026-309-R)

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

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

- Thanked Council for stepping up to help Huntsville Hospital Foundation fund the Parkinsons program
- Welcomed Lindsey Brannen
- Thanked Government Affairs Officer James Manasco for the great start to the Civic Engagement Class
- Thanked everyone that participated in the Aquatic Center listening sessions
- Thanked everyone that participated in the Madison Street Festival
- Announced the work session for Wednesday night at 5:30 p.m.
- Excited to be participating in the James Clemons Homecoming Parade Thursday

- Announced Saturday's fall cleanup day

RESOLUTION NO. 2026-422-R: AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH AD4! GROUP, LLC, FOR BRAND AUDIT ($6,300 TO BE PAID FROM MAYOR'S DEPARTMENT BUDGET)

Council Member Lessmann moved to approve Resolution No. 2026-422-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 Michale McKay	Absent
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-424-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RAMBLETYPE, LLC, FOR THE PROVISION OF TOURISM MARKETING AND BRANDING SERVICES ($18,000 FOR ONE YEAR TO BE PAID FROM MAYOR'S DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-424-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked Executor Director Connie Chow with HMCPL (Huntsville Madison County Public Library) for the invitation to participate in their awards day and employee appreciation event
- Final puzzle swap of the year this Saturday
- Announced puzzle swap starts at 9 a.m. this Saturday at Madison Public Library
- Announced October 24th is the final bookstore sale of the year at Madison Public Library
- Announced November 8th is GATHER Madison at Home Place Park

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Lack of cell coverage on the far west side of The Village at Oakland Springs
- Thanked Director of Facilities and Grounds Gerald Smith for sharing updates on upcoming projects
- Congratulated Dan Pickens on his award
- Parks and Rec fee schedule concerns

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Shared an upcoming event for October 31, Downtown Madison Fall Festival -10 a.m. until 1 p.m.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

Absent

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Congratulated Captain Pickens
- Welcomed Lindsey Brannen
- Met the new Civic Awareness class
- Shared there was a Civic Awareness Alumni reunion on October 1st
- Thanked the Madison Street Festival's volunteers
- Traveled to Point Clear for the Alabama League of Municipalities Board meeting
- Announced upcoming events

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

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

- Congratulated Captain Pickens
- Thanked Facilities for the updates to Shelton Park
- Shared that Madison Senior Center is looking for volunteers
- Announced the Planning Commission meeting for this upcoming Thursday at 5:30 p.m.

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Thanked the residence that came during office hours
- Shared the next office hours are Saturday, October 24th from 11 a.m. until 12 p.m. at the main entrance of the Madison public library

BOARD/COMMITTEE APPOINTMENT

APPOINTMENT OF SHELTON TORBERT TO ZONING BOARD OF ADJUSTMENT AND APPEALS (SUPERNUMERARY PLACE 1)

Council Member White nominated Shelton Torbert for a new appointment. There being no further nominations, Mr. Torbert was appointed by acclamation.

PUBLIC HEARINGS

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

RESOLUTION NO. 2026-327-R: APPROVING AN OFF-PREMISES WINE LICENSE FOR STEAKHOLDER, LLC, D/B/A THE NEW YORK BUTCHER SHOPPE

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 Bier moved to approve Resolution No. 2026-327-R. 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	Absent
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2026-363-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TTL, INC. FOR RIGHT-OF-WAY ACQUISITION SUPPORT ON PROJECT 26-005 | EASTVIEW DRIVE SIDEWALK EXTENSION ($15,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-363-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	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

ENGINEERING

RESOLUTION NO. 2026-402-R: AUTHORIZING THE PURCHASE OF WETLAND CREDITS FROM ROBINSON SPRING MITIGATION BANK FOR PROJECT 25-017 | GARNER EXTENSION, PHASE 3 ($10,450.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-402-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	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-409-R: AWARDING BID NO. 2026-011-ITB FOR THE SUNSHINE OAKS RESTROOM BUILDING PROJECT TO EMW CONSTRUCTION, INC., FOR THE AMOUNT OF $249,000 (TO BE PAID FROM FACILITIES AND GROUNDS DEPARTMENT BUDGET - SPECIAL PROJECTS 2931-00)

Council Member Jackson moved to approve Resolution No. 2026-409-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-415-R: AUTHORIZING ACCEPTANCE OF FOURTEEN SEPARATE QUOTES AND A CONTRACTOR AGREEMENT WITH PLAYCORE WISCONSIN, INC., DBA GAMETIME, FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT FOR SEVEN NEIGHBORHOOD PARKS FOR THE TOTAL AMOUNT OF $681,871.26 ($309,036.63 TO BE PAID FROM FACILITIES & GROUNDS NEIGHBORHOOD PARKS ACCOUNT, $372,834.63 TO BE PAID FROM FUND 39, AND $250,806.49 OF GRANT FUNDING ACCEPTED AND APPLIED TOWARD PURCHASES AS REFLECTED IN EACH QUOTE)

Council Member Bier moved to approve Resolution No. 2026-415-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 Erica White	Aye
Council Member Kenneth Jackson	Aye
Council Member Michael McKay	Absent

Motion carried.

HUMAN RESOURCES

PROPOSED ORDINANCE NO. 2026-392: AMENDING PERSONNEL POLICIES SECTION 12 RELATING TO COURT BAILIFF PAY RATE AMENDMENT (FIRST READING 09/28/2026)

Council Member Lessmann moved to approve Proposed Ordinance No. 2026-392. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

INFORMATION TECHNOLOGY

RESOLUTION NO. 2026-404-R: AUTHORIZING THE PURCHASE OF SYSTEM HARDWARE FROM UNICO TECHNOLOGY, LLC, UTILIZING THE OMNIA PARTNERS PURCHASING COOPERATIVE ($218,061.32 PLUS APPLICABLE SHIPPING COSTS TO BE DETERMINED AT THE TIME OF SHIPMENT, TO BE PAID FROM 1/2 CENT SALES TAX CAPITAL REPLACEMENT FUND)

Council Member Goodson moved to approve Resolution No. 2026-404-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-405-R: AUTHORIZING THE MAYOR TO ACCEPT A QUOTATION FROM UNICO TECHNOLOGY, LLC FOR A SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES IN THE AMOUNT OF $28,187.16 (TO BE PAID FROM 1/2 CENT SALES TAX CAPITAL REPLACEMENT FUND)

Council Member Goodson moved to approve Resolution No. 2026-405-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	Absent
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-418-R: AUTHORIZING A ONE-YEAR SOFTWARE SUBSCRIPTION FOR NETWORK SUPPORT SERVICES FOR THE MADISON COMMUNITY CENTER IN THE AMOUNT OF $1,348.20, TO BE PAID FROM IT DEPARTMENT BUDGET.

Council Member White moved to approve Resolution No. 2026-418-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-419-R: AUTHORIZING A ONE-YEAR LICENSE SUBSCRIPTION FOR CLOUD DATA BACKUP SERVICES THROUGH THE

OMNIA NATIONAL PURCHASING COOPERATIVE CONTRACT IN THE AMOUNT OF $7,314.00, TO BE PAID FROM IT DEPARTMENT BUDGET

Council Member Jackson moved to approve Resolution No. 2026-419-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-420-R: AUTHORIZING ONE-YEAR THIRD-PARTY BACKUP SOFTWARE SUBSCRIPTION THROUGH THE OMNIA NATIONAL PURCHASING COOPERATIVE CONTRACT IN THE AMOUNT OF $9,400, TO BE PAID FROM IT DEPARTMENT BUDGET

Council Member Lessmann moved to approve Resolution No. 2026-420-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	Absent
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2026-403: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 177 TOWHEE WAY, LOT 32 OF MOORE'S CREEK SUBDIVISION PHASE 5 (FIRST READING)

This is a first reading only

RESOLUTION NO. 2026-410-R: AUTHORIZING THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH DILTINA DEVELOPMENT CORPORATION AND REALITY 9, LLC, WITH RESPECT TO THE DEVELOPMENT OF THE BELLAWOODS SUBDIVISION

Council Member Bier moved to approve Resolution No. 2026-410-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	Absent
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

POLICE

RESOLUTION NO. 2026-411-R: AUTHORIZING AN AGREEMENT WITH PMAM CORPORATION FOR FALSE ALARM MANAGEMENT SYSTEM ADMINISTRATION SERVICES AND SOFTWARE (35% OF FEES, FINES, AND PENALTIES LEVIED IN ACCORDANCE WITH CHAPTER 11 OF THE MADISON CITY CODE)

Council Member Bier moved to approve Resolution No. 2026-411-R. Council Member White seconded. Council Member Bier thanked Chief Gandy for the agreement initiative. He stated that this will help decrease the fire and police department's false alarms. Mayor Bartlett asked Chief Gandy how long it would take for the agreement to go into effect and how much time to communicate the agreement before it goes into effect. Chief Gandy stated the ordinance has already been voted on. He shared that first the police would need to be trained on the software and be able to get the message out. Chief Gandy shared that he thought maybe 60 days at the most. Council Member Lessmann shared an example of being out of town and alarm going off and she asked if there was a penalty first time. Chief Gandy stated that there are generally three strikes and then a fee is issued. 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 Bilie Goodson	Aye
Council Member Michael McKay	Absent
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Wroblewski shared that there is a work session Wednesday night at 5:30 p.m.

EXECUTIVE SESSION

City Attorney Megan Zingarelli made the following declaration. As an attorney licensed to practice law in the state of Alabama and a City Attorney for the City of Madison, Alabama, it is my opinion that Alabama code section §36-25A-7(a)(1), which allows the council to enter into executive session, applies to a personnel discussion set for this evening and that the general reputation character professional competence, and job performance of a city

employee is at issue. This declaration shall not be deemed to constitute any waiver of the attorney-client privilege.

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

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

Motion carried.

Council President Wroblewski stated with majority consent, the Council will now enter into executive session. Council is not expected to reconvene or take any votes following the executive session.
I request that the City Council enter an executive session pursuant to Alabama Code in order to discuss

ADJOURNMENT

The meeting was adjourned at 7:04 p.m.

Minutes No. 2026-19-RG, dated October 12th, 2026, read, approved and adopted this 26th day of October 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. 2026-11-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
October 14, 2026

The Madison City Council met for a public work session on Wednesday, October 14, 2026, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 David Bier	Present
Council District No. 3 Billie Goodson	Absent
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, Executive Assistant to City Clerk-Treasurer Kristi Brackett, City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris ,Information Technology Director Chris White, Information Technology Support Technician Wes Baugh, Fire Chief Brandy Williams, Police Chief John Gandy, Police Captain Mike Allen, Economic External Affairs Officer James Manasco, Director of Finance David Lawing, Director of Parks and Recreation Kory Alfred, Director of Facilities and Grounds Gerald Smith, Acting Director of Development Services Matt Davidson, Director of Engineering Michael Johnson

5-YEAR COMPREHENSIVE CAPITAL PLAN

Director of Finance David Lawing presented a summary of the City of Madison 5 Year Capital Plan operating budget. Director of Engineering Michael Johnson and Director of Facilities and Grounds Gerald Smith explained more projects in depth. Some top priorities for 2027 include the following:

- Resurfacing Road Projects
- Town Madison / 565 Signal
- Mill / Sullivan Widening Project
- Powell / Burgreen Traffic Signal
- Garner Rd Extension
- Balch / Browns Ferry Intersection

- Hughes / Old Madison Pike Right Turn Lane
- Police Vehicles

Mayor Ranae Bartlett explained this is the first time for the City of Madison to have a 5-year Capital plan and asked each department head to provide their priority lists. Mayor Bartlett compared the city's 5-year capital plan to the school system's 10-year plan. She also explained that the funding for the projects could come through the operating budget, by grants, donations, or a federal appropriation. The main goal is to present a prioritization list to the council at the last meeting in October. This will be a constant exercise where the priorities may change. Next year, the plan will be revised by adding what was able to be taken care of, priorities moved up or down, possibly removed and adding items if needed.

Council Member Bier agrees with the Mayor on the Capital Plan and how it will work by looking at a project, the proposed cost and the cost of upkeep on some projects. The plan can also help explain the reasons behind projects.

Council Member McKay had questions for Gerald Smith on the City Hall renovations. Gerald explained the renovations will be an 18-month process split up in 6 phases, beginning in January.

Council Member Wroblewski questioned about the cost of the Aquatic Center. David Lawing and Mayor Barlett explained the cost being paid by annual appropriation.

Mayor Bartlett clarified that any money spent on projects will be voted on by the City Council and another Work Session will probably be needed.

Council Member Wroblewski asked the council members if they have any questions before proceeding to the next item on the Agenda.

ALABAMA'S NEW HEMP LAW

Assistant City Attorney Shelby Morris presented Alabama's New Hemp Law and explained the definition of hemp and explained that the State has created a licensing system that gives each city a gate-keeping role. Key

- No retailer can acquire a state license to sell in Madison without a letter of approval from the city.
- ABC Board is in control of regulating the rules adopted by the state
- Smokable Hemp and Synthetic psychoactive Cannabinoids are strictly prohibited in Alabama
- Legal Hemp is not more than .3%
- Compliant products include 12 oz beverages with no more than 10mg of THC
- Topical and Sublingual products with no more than 40 mg of THC per container
- Edibles with no more than 40 mg of THC per package / container and must be individually wrapped
- Every product sold must include a certificate of analysis from an independent lab
- Must meet the laws of packaging and labeling requirements

- Can only contain alcohol for flavoring
- Retailers must have an ABC license and must provide monthly reports of sales
- ABC Board has the authority to suspend or revoke a license
- 10% State tax passed on to the buyer
- 10% of tax revenue is returned to the city
- Three license types include Pharmacy, Retail Food Store and Specialty Retailer such as Class II lounge liquor licenses or hemp-only stores
- Violations can include selling without license, selling to anyone under 21 yrs of age
- How the Big 10 Cities are responding
- Interested retailers overlap with existing problem areas
- Madison Police Department concerns

ADJOURNMENT

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

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

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor
Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Kristi Brackett
Recording Secretary

RESOLUTION NO. 2026-369-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS (HEALS) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Health Establishments At Local Schools (HEALS) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars ($5,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 26th day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS** (hereinafter **"**HEALS**"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2027.

2. During said term, it is hereby agreed that HEALS shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to HEALS the sum of five thousand dollars and no cents ($5,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **HEALS agrees that the funds appropriated by the City under this Agreement shall be used to support the HEALS Mobile and Medical Dental Clinic operations in the City of Madison.** HEALS pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HEALS agrees to and shall provide to the City,

upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HEALS.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by HEALS regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of HEALS, nor shall HEALS at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, HEALS being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of HEALS and that officers, employees, and any other agents of HEALS are not nor shall they be deemed to be officers, employees, or agents of the City.

7. HEALS is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.

8. HEALS hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.

9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or HEALS may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. HEALS agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

11. If at any time during the City of Madison’s above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS

By: _____

Its: _____

Date: _____

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

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

By: _____ _____
Ranae Bartlett, Mayor **Lisa Thomas, City Clerk**

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

HEALS, INC., in support of National Children's Dental Month, and Madison City Schools will provide dental screenings for upcoming pre-K, Kindergarten, and as needed other students in Madison City.

The dental screenings will be conducted by a Board Certified DDM and two licensed Dental Hygienists. They will take place over a three- to five-day period and be hosted out of the Rainbow, Midtown, Mill Creek and Horizon Elementary Schools.

In a period of three to five days, we can screen approximately 1,350 students.

As screenings are conducted and any issues identified – cavities, tooth repair, etc. we will work with families to refer students to one of existing HEALS clinics at Martin Luther King Jr. Elementary, Madison Crossroads Elementary or Sonny Hereford Elementary.

Every student seen will receive a toothbrush and toothpaste and receive a visit from our very own tooth fairy!

RESOLUTION NO. 2026-371-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON COUNTY HEALTH DEPARTMENT (MCHD) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison County Health Department (MCHD) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Twenty thousand dollars ($20,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 26th day of October 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 26th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON COUNTY HEALTH DEPARTMENT** (hereinafter **"MCHD"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2027.

2. During said term, it is hereby agreed that MCHD shall provide essential public health services to the City, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to MCHD the sum of twenty thousand dollars and no cents ($20,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **MCHD agrees that the funds appropriated by the City under this Agreement shall be used to support restaurant inspections in the City of Madison and clinical services to City of Madison residents.** MCHD pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCHD agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MCHD.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCHD regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MCHD, nor shall MCHD at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MCHD being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MCHD and that officers, employees, and any other agents of MCHD are not nor shall they be deemed to be officers, employees, or agents of the City.

7. MCHD is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.

8. MCHD hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.

9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MCHD may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. MCHD agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

MADISON COUNTY HEALTH DEPARTMENT

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

By: _____ _____
Ranae Bartlett, Mayor **Lisa Thomas, City Clerk**

Date: _____

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

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

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

_____
Notary Public

Exhibit A

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

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

RE: Funding the Health Department for Fiscal Year 2026

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

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

Environmental Services within the city of Madison

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

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

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

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

Septic tanks – mainly repairs for existing systems

Animal bite investigations and confinement orders – as needed

General complaints of a sanitation nature

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

Clinical services provided to citizens of the city of Madison

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

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

RESOLUTION NO. 2026-372-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH WELLSTONE, INC. (Wellstone) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Wellstone, Inc. (Wellstone) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifty thousand dollars ($50,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 26th day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between **WELLSTONE, Inc.** (hereinafter **"WellStone"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

WHEREAS, WellStone, formerly known as the Mental Health Center of Madison County, will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2027.

2. During said term, it is hereby agreed that WellStone shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to WellStone the sum of Fifty thousand dollars and no cents ($50,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **WellStone agrees that the funds appropriated by the City under this Agreement shall be used to support mental health treatment for Madison residents.** WellStone pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, WellStone agrees to and shall provide to the City, upon request, an

accounting with respect to how any or all funds provided under this Agreement were expended by WellStone.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by WellStone regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of WellStone, nor shall WellStone at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, WellStone being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of WellStone and that officers, employees, and any other agents of WellStone are not nor shall they be deemed to be officers, employees, or agents of the City.

7. WellStone is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.

8. WellStone hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.

9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or WellStone may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. WellStone agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

11. If at any time during the City of Madison’s above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

WellStone, Inc.

By: _____

Its: _____

Date: _____

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

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

By: _____ _____
Ranae Bartlett, Mayor **Lisa Thomas, City Clerk**

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

WellStone Inc., is a comprehensive, public non-profit, community mental health center that has served the citizens of Madison County since 1969. Employing 375 people and providing 285,000 services to 13,700 people last year, WellStone provides services to children, adolescents, and adults who experience a mental illness and/or substance use disorder. Services range from traditional outpatient counseling, to intensive outpatient, case management outreach, structured day treatment, and 24/7 residential care. All programs of WellStone are fully certified by the Alabama Department of Mental Health and independent audits of WellStone's financial and clinical performance are routinely completed by external payers. WellStone also operates the **Nova Center for Youth & Family** that provides care to children and adolescents and **New Horizons Recovery Center** that specializes in addictions treatment. WellStone provides services primarily in the community and operates multiple residential homes across the county in addition to two primary treatment campuses in Huntsville. Six of the 18-member Board of Directors at WellStone are appointed by the City of Huntsville and half are appointed by Madison County (3 current members of the Board are Madison residents).

WellStone is primarily funded by a contract with the Alabama Department of Mental Health and through Medicaid insurance billing. These state funds are primarily used as match to draw down federal Medicaid dollars as payment for many of the services provided. These state and federal funds comprise about two-thirds of the total revenues for WellStone and other funding sources include private commercial insurance companies, payments directly from clients, small grants and contracts with local entities, and appropriations from local government. WellStone provides services regardless of ability to pay and utilizes a sliding fee scale that is based on family income and family size.

With an appropriation of $45,000 from the City of Madison, WellStone will:

1. Underwrite part of the cost of treatment for Madison residents who are eligible for a sliding fee scale (they do not have third-party payer sources).

2. Work to expand clinical and educational services to the almost 1,000 Madison residents served last year.

With additional funding, WellStone can provide more services to more people and provide more discounted care to Madison residents who do not have third-party payment. The Board of Directors of WellStone appreciates the support and

partnership of the City of Madison as we work together to enhance the quality of life for all citizens, including the 1 in 5 people every year who experience a mental health and/or substance use disorder.

RESOLUTION NO. 2026-374-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH KTECH, A WORKFORCE INITIATIVE OF THE KIDS TO LOVE FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with KTECH, A Workforce Initiative Of The Kids To Love Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars ($5,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 26th day of October 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 26th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between **KTECH** a workforce initiative of the **Kids to Love Foundation,** a non-profit organization (hereinafter **"KTECH"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2027.

2. During said term, it is hereby agreed that KTECH shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to KTECH the sum of five thousand dollars and no cents ($5,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **KTECH agrees that the funds appropriated by the City under this Agreement shall be used to support the tuition support for students, training materials and certification costs for students, and strengthening the City's workforce.** KTECH pledges to act in good faith with respect to the execution of its responsibilities and duties herein

undertaken. Further, KTECH agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by KTECH.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by KTECH regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of KTECH, nor shall KTECH at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, KTECH being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of KTECH and that officers, employees, and any other agents of KTECH are not nor shall they be deemed to be officers, employees, or agents of the City.

7. KTECH is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.

8. KTECH hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.

9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or KTECH may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. KTECH agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

KTECH – KIDS TO LOVE FOUNDATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

By: _____ **_____**
Ranae Bartlett, Mayor **Lisa Thomas, City Clerk**

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

KTECH, a workforce initiative of the Kids to Love Foundation is a key player in providing innovative training to support Madison's growing industries. The Pandemic created an enormous hole in the job market. We have seen the need to educate and train differently to get people back to work. KTECH teaches Mechatronics, Robotics, Soldering and Virtual Reality. Since its inception in 2016, KTECH will award 568 certifications.

The Madison City School System boasts the most graduates in KTECH with a total of 20% out of all the north Alabama feeder schools.

KTECH has a strong partnership with Bob Jones High School Engineering Academy. In 2021, KTECH launched a 12-week/180-hour Virtual Reality Class designed to provide students with an immersive introduction to VR and the tools and techniques used to create virtual experiences. We have currently completed four classes in virtual reality.

Our VR Academy is inwardly focused on the introduction, exploration, and training in virtual reality development. And, we work with industry to develop job placement opportunities and apprenticeships. Current graduates are working with i3 as interns. The end goal of the process is to spur economic development, job creation and a sustainable enterprise for the city of Madison and the north Alabama region.

Mayor serves as a KTECH Ambassador and has been active in the development of the KTECH program. 50% of Madison residents are part of the KTECH Ambassadors.

The Madison Rotary Club supports KTECH through a scholarship for a graduate of Bob Jones or James Clements High School. This scholarship is awarded for the Fall KTECH Class each year.

Madison residents participate in teaching Life Lab for our KTECH Mechatronics students and our VR Students. Life Lab teaches the soft skills our industry partners have requested.

Strategically, we are positioning ourselves as a premiere, innovative, and adaptable organization for workforce training. KTECH Students are employed at 23 local companies. KTECH is changing the trajectory for our community long-term, as we empower, uplift and support the people in our Madison community

The KTECH administrative team is respectfully requesting funding support from the city of Madison in the amount of $5,000.00 to support the VR Academy.

RESOLUTION NO. 2026-375-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH LIBERTY LEARNING FOUNDATION (LLF) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Liberty Learning Foundation (LLF) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seven thousand Five hundred dollars ($7,500.00)** for FY 27.

READ, PASSED, AND ADOPTED this 26th day of October 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 26th day of October 2026.

_____

Ranar Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **Liberty Learning Foundation** (hereinafter **"LLF"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

WHEREAS, LLF will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2027.

2. During said term, it is hereby agreed that LLF shall provide essential services to the City, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to LLF the sum of seven thousand five hundred dollars and no cents ($7,500.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **LLF agrees that the funds appropriated by the City under this Agreement shall be used to support the Hands on Liberty and Super Citizen Programs in Madison City Schools.** LLF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LLF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by LLF.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LLF regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of LLF, nor shall LLF at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, LLF being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of LLF and that officers, employees, and any other agents of LLF are not nor shall they be deemed to be officers, employees, or agents of the City.

7. LLF is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.

8. LLF hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.

9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or LLF may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. LLF agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.

11. If at any time during the City of Madison’s above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

LIBERTY LEARNING FOUNDATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

By: _____ _____
Ranae Bartlett, Mayor **Lisa Thomas, City Clerk**

Date: _____

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

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

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

_____
Notary Public

Exhibit A

The Liberty Learning Foundation provides the Hands on Liberty and Super Citizen Programs to 2nd and 5th grade students in Madison City Schools.

- Columbia Elementary School
- Heritage Elementary School
- Horizon Elementary School
- Madison Elementary School
- Mill Creek Elementary School
- Rainbow Elementary School
- Midtown Elementary School

Funding from the City of Madison will be used to help provide the Super Citizen Teaching Resource Kits to approximately all participating elementary teachers. These resource kits include:

- Consumables for 25 students per classroom:
  - Student Workbooks
  - Statue of Liberty Crowns
  - Statue of Liberty Fun Facts
  - American Flags
  - Graduation Certificate
  - T-shirts

- Teacher support
  - Statue of Liberty Replica – Visual aid
  - Books that support, highlight and enrich the 10 lessons
  - Teacher Resource (binder with detailed curriculum & background information)
  - Program Resource DVD with video lessons
  - Full Online Access (established during COVID to provide easy access to teachers and parents)

Thank you for your support. Together we are improving Child, Community and Country.



RESOLUTION NO. 2026-437-R

AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM THE ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A FIRE DEPARTMENT VEHICLE (CLAIM NO. 066337JW)

WHEREAS, on July 16, 2026, at approximately 1:57 p.m., a loss to a fire engine, upon the best knowledge of insured, was caused by a railroad crossing arm; and

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 $9,796.79, with a $1,000 deductible;

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 $9,796.79, with a deductible of $1,000, final settlement from Alabama Municipal Insurance Corporation for said claim, $8,796.79. 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 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263	$1,000.00	066337JW
POLICY NUMBER	DEDUCTIBLE	ADJUSTER FILE NUMBER
October 1, 2025	Mike Gardner	066337JW
EFFECTIVE DATE	AGENT	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.
2024	E-One	Pumper	4EN6AAA81R1005717

DATE OF LOSS / CAUSE — A loss occurred on the 16th day of July, 2026, about the hour of 1:57 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

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

VALUE (If a total loss) — 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 $9,796.79

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 $8,796.79

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: _____

Karen Bartlett
SIGNATURE

Witness: _____

Subscribed and sworn to before me this 30th day of September 2026

LISA DUNNING THOMAS NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 09-29-2029

Lisa D Thomas
NOTARY PUBLIC

RESOLUTION NO. 2026-438-R

A RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT WITH PITNEY BOWES, INC., FOR POSTAGE METER SERVICES

WHEREAS, on September 14, 2026, the City Council of the City of Madison, Alabama, adopted Resolution No. 2026-324-R, authorizing a lease with Pitney Bowes, Inc., for postage meter services through the National Association of State Procurement Officials (NASPO), at a cost not to exceed one thousand sixty-seven dollars and forty cents ($1,067.40) per quarter, and the City Clerk Department has requested that the lease be amended to add the E-Return Receipt service option;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that Resolution No. 2026-324-R is amended to authorize the addition of the E-Return Receipt services option to the Pitney Bowes, Inc., postage meter services lease, at an additional cost of one hundred nine dollars and fifty cents ($109.50) per quarter.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute on behalf of the City a Contract Amendment with Pitney Bowes, Inc. for said additional service, said Amendment to be substantially similar in purpose, intent, and composition to the "Order Amendment" attached hereto and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same, while all other terms of the existing agreement with Pitney Bowes, Inc. shall remain in full force and effect; 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 Pitney Bowes, Inc. as provided.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October, 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

pitney bowes

ORDER AMENDMENT

Contract Number

Your Business Information

City Of Madison City Clerks Office			
Full Legal Name of Client		Federal Tax ID #	
100 Hughes Rd	Madison	AL	35758
Billing Address: Street	City	State	Zip Code
Lisa Thomas	(256) 772-5652	10715668	
Billing Contact Name	Billing Contact Phone #	Billing Account #	
100 Hughes RD	Madison	AL	35758
Installation Address: Street	City	State	Zip Code
Lisa Thomas	(256) 772-5652	10715668	
Installation Contact Name	Installation Contact Phone #	Installation Account #	

Options to be Added			
☐	Confirmation Services	☐	SendPro Web
☑	E-Return Receipt	☐	SendPro Enterprise
☐	Inview/Budget Manager	☐	SendPro Analytics
☐	Cell Connection Device	☐	SLA
☐	SendPro C Accounting	☐	

NOTE: ADDING OR REMOVING SLA APPLIES TO ENTIRE CONTRACT. PB GLOBAL SERVICE APPROVAL SIGNATURE BELOW IS REQUIRED PRIOR TO SUBMISSION FOR PROCESSING

Options to be Removed			
☐	Confirmation Services	☐	SendPro Web
☐	E-Return Receipt	☐	SendPro Enterprise
☐	Inview/Budget Manager	☐	SendPro Analytics
☐	Cell Connection Device	☐	SLA
☐	SendPro C Accounting	☐	

Amendment To Your Payment Plan

Add:	
Payment Amount	
Monthly Amount*	Billed Quarterly at*
$ 36.50	$ 109.50

Remove:	
Payment Amount	
Monthly Amount*	Billed Quarterly at*

PITNEY BOWES GLOBAL SERVICE APPROVAL
NAME:
SIGNATURE:
DATE:

**Does not include any applicable sales, use, or property taxes which will be billed separate.*

Your Signature Below

Both parties acknowledge and agree that this document shall be deemed an amendment to the originally signed agreement. By signing below, you agree to be bound by all terms of this Order Amendment including any additional terms that are located in the Pitney Bowes Terms which are applicable to the items added herein. The Pitney Bowes Terms are available at http://www.pb.com/termsconditions and are incorporated by reference.

Client Signature	
Print Name	Pitney Bowes Signature
Title	Print Name
Date	Title
Email Address	Date

Sales Information

Account Rep Name1	Sales Rep ID	Split	District	Account Rep Name 2	Sales Rep ID	Split	District

©2020 Pitney Bowes Inc. All rights reserved.

RESOLUTION NO. 2026-439-R

BE IT RESOLVED THAT Synovus Bank be, and it hereby is designated a depository of funds of the City of Madison, a municipal corporation, for the funds designated as follows:

ACCOUNT NAME

GENERAL FUND PASS-THROUGH CHECKING ACCOUNT

BE IT FURTHER RESOLVED that the funds so deposited in the above-described accounts may be withdrawn upon a check, draft, warrant, note, or order of the City of Madison, a municipal corporation, signed by any two of the following:

NAME	TITLE	SIGNATURE
Ranae Bartlett	**Mayor**	
Lisa Thomas	**City Clerk-Treasurer**	
Kerri Sulyma	**Deputy City Clerk-Treasurer**	
David Bier	**Council Member (Finance Committee Chair)**	
Michael McKay	**Council Member (Finance Committee)**	
Alice Lessmann	**Council Member (Finance Committee)**	
Chris White	**Information Technology Director**	
MATT DAVIDSON	**Acting Planning Director**	

BE IT FURTHER RESOLVED THAT for checks in the amount of Twenty Five Thousand and 00/100 Dollars ($25,000.00), or less, may bear facsimile signatures of Ranae Bartlett, Mayor, and Lisa Thomas, City Clerk-Treasurer, upon certification to Synovus Bank and as depicted below and shall be accepted as original signatures; checks over the amount of Twenty Five Thousand and 00/100 Dollars, ($25,000.00) may bear two original signatures or facsimile signatures of Ranae Bartlett, Mayor, and Lisa Thomas, City Clerk Treasurer and one (1) original signature of any authorized signatory listed above; but not contained in the facsimile, shall be accepted.

NAME	TITLE	FACSIMILE SIGNATURE
Ranae Bartlett	**Mayor**	
Lisa Thomas	**City Clerk-Treasurer**	

whose signatures shall be duly certified to Synovus Bank; and

BE IT FURTHER RESOLVED THAT Synovus Bank is hereby authorized to honor and pay any check, draft, warrant, note, or order so signed or drawn or to receive the same for the credit of or in payment of the payee, or any other legal holder, without inquiry as to the circumstances or the disposition of the proceeds thereof. This resolution shall continue in full force and effect and the Synovus Bank shall be entitled to rely upon the facts herein set forth concerning the holders of said offices and their signatures to be as set forth herein and in the accompanying certification of signatures or in any similar subsequent certificate until written notice to the contrary is served upon the bank.

READ, APPROVED AND ADOPTED this 26th day of October, 2026.

_____

Maura Wroblewski
Council President
City of Madison, Alabama

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

APPROVED this _____ day of October, 2026.

_____

Ranae Barlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-440-R

A RESOLUTION AUTHORIZING PURCHASE OF ONE TORO DINGO TX1000 TRACK LOADER

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

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

WHEREAS, the Public Works Department has verified that Jomo's Power Equipment, Parts & Services, Inc., a subsidiary of Advanced Mower, Inc., is an authorized Toro dealer for said track loader and is a participating Sourcewell vendor holding a valid Alabama business license, to which Sourcewell has awarded a competitively bid contract (Contract Number 112624-TTC) to The Toro Company; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a proposal for the Toro Dingo TX1000 track loader, model number 22588LE, said pricing proposal being substantially similar in purpose, intent, and composition to that certain document attached hereto as Attachment A and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Printed On : 10/22/2026 8:36:20 AM (Sales Rep ::AJB - Contact ID :53626)

Status : **Open** Invoice # : **285636**
Type : **Major Unit Sale** Date : **10/06/2026**
Contact ID :**58600**

Jomo's Power Equipment, Parts & Service, Inc.
1018 Andrew Jackson Way N.E.
HUNTSVILLE, AL 35801
Main: 256-536-7331
Fax: 256-536-8857
www.jomospe.com

CITY OF MADSION PUBLIC WORKS
KENT SMITH
240 PALMER RD
MADISON, Alabama 35758
UNITED STATES
KENT.SMITH@MADISONAL.GOV
256-772-6270 - Mobile

Pay:
ADVANCED MOWER BILL WILLIS
2212 MORGAN RD BESSEMER,
Alabama 35022 UNITED STATES

Phone : **205-428-1546**

Ship To
Jomo's Power Equipment, Parts & Service, Inc.
DARREN
1018 Andrew Jackson Way NE
HUNTSVILLE, Alabama 35801-4820
UNITED STATES

Phone **256-536-7331**

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
	N/A	TORO	22588LE	Debris Loader		$39,636.65	$0.00	$0.00	$0.00

Invoice Notes
CITY OF MADISON CONTRACT # 94204
ADVANCED MOWER SOURCEWELL TORO #112624-TTC

Disclaimer
ALL USED UNITS AND PARTS ARE SOLD "AS IS" UNLESS OTHERWISE NOTED!
NO RETURNS ON SPECIAL ORDER ITEMS, NO RETURN ON ELECTRICAL PARTS, 20% RESTOCKING FEE ON ALL RETURNS!!!
Thank you for allowing us to serve you!

"QUALITY ISN'T EXPENSIVE, IT'S PRICELESS!"

WWW.JOMOSPE.COM

Totals

	Sub Total	+	$39,636.65
***	Invoice Total	=	$39,636.65
	Amount Paid	-	$0.00
***	Transaction Total	=	$39,636.65

Balance Due = $39,636.65

Deposit Paid $0.00

Signature _____

RESOLUTION NO. 2026-447-R

DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING ITS DISPOSITION VIA ONLINE AUCTION PURSUANT TO SECTION 16-106 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON

WHEREAS, the City of Madison owns personal property (formerly used by the Fire Department) for which the City has no continuing need, such property consisting of the following:

QUANTITY	DESCRIPTION
95 sections	2 ½" fire hose

WHEREAS, it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and hereby is directed to advertise a date for a sale at which said property may be offered for public sale through GOVDEALS. The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any bill of sale on such property upon receipt of payment of the purchase amount from the purchaser of said property. To the extent necessary, the Clerk is further directed and empowered to execute any other documents as necessary to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 26th day of October 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 October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-448-R

A RESOLUTION AUTHORIZING A FACILITY USE AGREEMENT WITH THE CITY OF MADISON BOARD OF EDUCATION FOR USE OF THE MADISON CITY SCHOOLS STADIUM PARKING LOT FOR THE TRASH PANDAS PARADE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to complete and execute by electronic signature, the City of Madison Board of Education's "Request for Use of Madison City School Facilities" digital form and workflow submitted through Droplet for the City's use of the Madison City Schools Stadium parking lot on April 1, 2027, from 4:00 p.m. to 7:00 p.m., for the Trash Pandas Parade, at no cost, said digital form to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Request for Use of Madison City School Facilities" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

REQUEST FOR USE OF MADISON CITY SCHOOL FACILITIES

Submitter Name *

Lee Shaw

Submitter Email *

lshaw@madisoncity.k12.al.us

Applicant Information

Applicant Name *

City of Madison

Applicant Email *

amanda.jarrett@madisonal.gov

Address *

100 Hughes Road Madison, AL, USA

Applicant Phone Number *

(256) 348-2026

Point of Contact for Applicant *

Amanda Jarrett

Point of Contact for City of Madison Board of Education *

Lee Shaw

Name

Point of Contact for City of Madison Board of Education *

lshaw@madisoncity.k12.al.us

Email

Facility Information

Rental type *

- (●) Single Day
- ( ) Multi-day

Facility *

Madison City Schools Stadium

Campus *

Madison City Schools-Other

Proposed use by Applicant *

Use of Stadium Parking lot for Trash Pandas Parade

Date of Event *

04/01/2027

Start Time *

4:00 PM

End Time *

7:00 PM

Briefly describe your needs for this event(Equipment, tables, chairs, custodial needs, lighting, sound, etc) *

Use of stadium parking lot

Additional Documents *

No files uploaded

School official to complete information below

School Facility Class Type *

Class A- Athletic fields, Track, Outdoor Classrooms, Parking Lots, Batting Cages

School Facility Usage Fee

Hours

3

Rate *

$0

$10-$25/hour

Total

$0.00

Additional usage fee based on event needs (price can vary) *

$0

Explanation for additional usage fee

Total Usage Fee

$0.00

Personnel Fees

Are Personnel Fees required? *

- ○ Yes
- ◉ No

Grand Total Fees

$0.00

Terms

Payment in advance: All usage fees must be paid by the Applicant in advance. The fees due in each month shall be paid in advance by no later than the first day of that month.

Board Policies: Applicant agrees to abide by all rules and regulations set forth in Policy IV. General Administration of the City of Madison Board of Education Policy manual, as the same exists or may hereafter be amended at any time by the board of education, and that Applicant has all obligations that are set forth in those policies with respect to "Third Parties." By signing this Application, the Applicant agrees and understands that it is bound by the terms of those school board policies. Policies can be found on the City of Madison Board of Education's website.

Discontinuance of use by Applicant: Applicant must give the City of Madison Board of Education a 30 day notice prior to discontinuance of use, but fees already paid to City of Madison Board of Education are non-refundable.

Discontinuance of use by City of Madison Board of Education: All special use permits are subject to immediate cancellation if it is discovered that information in an application for use was misrepresented. If the use of the School Facility is discovered to be contrary to board policy, the permit is subject to immediate cancellation by the Superintendent (and/or his designee(s)). Special use permits are subject to cancellation with a 30 day notice to the Applicant.

Use of lighting and A/V equipment: Applicants may utilize City of Madison Board of Education' lighting and audiovisual equipment in the auditorium and dining area of the School Facilities. Applicants have permission to "tie in" with their upgraded equipment and staff with their paid professional team.

Custodial Services: If, in the City of Madison Board of Education' discretion, custodial services are needed in connection with the use of the School Facilities, then the City of Madison Board of Education will require a fee for those services.

Promotional materials: Any advertisement or promotional materials relating to Applicant's use of the School Facilities will contain the following statement: "THIS IS NOT A FUNCTION OF _____SCHOOL OR THE CITY OF MADISON BOARD OF EDUCATION." advertising and promotional materials should list Applicant's phone number. The school's phone number may NOT be listed.

Applicant's personal property: City of Madison Board of Education will not assume any responsibility for the damage or loss to the personal property of Applicant (or any of its members, guests, employees, agents, and/or invitees) relating to Applicant's use of the School Facilities. The City of Madison Board of Education reserves the right to remove or discard any items left behind at the Applicant's expense.

Damages: Any damage to the School Facilities related to the Applicant's use are the responsibility of Applicant and will be charged to Applicant.

Use Area: Applicant's use will be restricted to the School Facilities and related hallways, entrances, and bathrooms.

Indemnification, Release of Claims, and Insurance Applicant does hereby release and hold harmless the City of Madison Board of Education (the "Board"), its individual board members, employees, officers, and agents, from any claims or causes of action for any injuries or damages to any persons or property, including but not limited to attorney's fees and court costs incurred by Board in defending any such claims, arising from or relating to the use and/or occupancy of any property of the Board by the Applicant, or any of its members, participants, and/or invitees, in connection with this "Request for Use of School Facilities," and Applicant does hereby release and hold harmless the Board, its individual board members, employees, officers, and agents from any such claims or causes. Applicant represents to the Board that it has acquired insurance that protects Applicant, the Board, and the Board's officers, agents, and employees from any liability relating to the Applicant's use of Board property. Such insurance has limits of liability that are not less than $1,000,000 per occurrence, bodily injury and property damage combined, and $1,000,000 in the aggregate. Applicant represents that the Board, its employees, officers, and agents are named as additional insureds with respect to such policy.

Cancellation of event: The City of Madison Board of Education reserves the right to cancel or postpone any reservation/facility use agreement in the event of safety, weather, unavoidable conflicts or at administrators discretion. If postponement or cancellation occurs, the facility use fee will be refunded or applied to another event.

Applicants must provide proof of such insurance at the time of the request. The Board of Education must be listed as an additional insured on the policy. The City of Madison Board of Education will not approve facility rental without this in place.

Please Attach Proof of Insurance *

Choose File or Drop Here

The uploaded file can be replaced by clicking the 'x' icon

Signature

Submitter Signature *

Lee Shaw

Date

10/12/2026

On behalf of the Applicant, I do hereby apply to the School Facilities as stated above, and do fully agree, for myself and on behalf of the Applicant, with all of the above.

Signature of Authorized Representative of Applicant: *

On behalf of the City of Madison Board of Education, Applicant's use of the School Facilities is approved subject to all of the above terms and conditions

Contract Number *

Date Approved by the City of Madison Board of Education: *

Final Approval Signature: *

Additional Docs *

No files uploaded

RESOLUTION NO. 2026-449-R

A RESOLUTION AUTHORIZING A FACILITY USE AGREEMENT WITH THE CITY OF MADISON BOARD OF EDUCATION FOR USE OF THE MADISON CITY SCHOOLS STADIUM PARKING LOT FOR THE 2026 CHRISTMAS PARADE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to complete and execute by electronic signature, the City of Madison Board of Education's "Request for Use of Madison City School Facilities" digital form and workflow submitted through Droplet for the City's use of the Madison City Schools Stadium parking lot on December 12, 2026, for the 2026 Christmas Parade, at no cost , said digital form to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Request for Use of Madison City School Facilities" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

REQUEST FOR USE OF MADISON CITY SCHOOL FACILITIES

Submitter Name *
Lee Shaw

Submitter Email *
lshaw@madisoncity.k12.al.us

Applicant Information

Applicant Name *
City of Madison

Applicant Email *
amanda.jarrett@madisonal.gov

Address *
100 Hughes Road Madison, AL, USA

Applicant Phone Number *
(256) 348-2026

Point of Contact for Applicant *
Amanda Jarrett

Point of Contact for City of Madison Board of Education *
Lee Shaw
Name

Point of Contact for City of Madison Board of Education *
lshaw@madisoncity.k12.al.us
Email

Facility Information

Rental type *

- (●) Single Day
- ( ) Multi-day

Facility *
Stadium Parking Lot

Campus *
Madison City Schools-Other

Proposed use by Applicant *

Use of Stadium Parking lot for Christmas Parade

Date of Event *

12/12/2026

Start Time *

3:45 PM

End Time *

7:00 PM

Briefly describe your needs for this event(Equipment, tables, chairs, custodial needs, lighting, sound, etc) *

City of Madison will use the stadium parking lot for the Annual Christmas Parade

Additional Documents *

No files uploaded

School official to complete information below

School Facility Class Type *

Class A- Athletic fields, Track, Outdoor Classrooms, Parking Lots, Batting Cages

School Facility Usage Fee

Hours

3.25

Rate *

$0

$10-$25/hour

Total

$0.00

Additional usage fee based on event needs (price can vary) *

$0

Explanation for additional usage fee

Total Usage Fee

$0.00

Personnel Fees

Are Personnel Fees required? *

- ○ Yes
- ◉ No

Grand Total Fees

$0.00

Terms

Payment in advance: All usage fees must be paid by the Applicant in advance. The fees due in each month shall be paid in advance by no later than the first day of that month.

Board Policies: Applicant agrees to abide by all rules and regulations set forth in Policy IV. General Administration of the City of Madison Board of Education Policy manual, as the same exists or may hereafter be amended at any time by the board of education, and that Applicant has all obligations that are set forth in those policies with respect to "Third Parties." By signing this Application, the Applicant agrees and understands that it is bound by the terms of those school board policies. Policies can be found on the City of Madison Board of Education's website.

Discontinuance of use by Applicant: Applicant must give the City of Madison Board of Education a 30 day notice prior to discontinuance of use, but fees already paid to City of Madison Board of Education are non-refundable.

Discontinuance of use by City of Madison Board of Education: All special use permits are subject to immediate cancellation if it is discovered that information in an application for use was misrepresented. If the use of the School Facility is discovered to be contrary to board policy, the permit is subject to immediate cancellation by the Superintendent (and/or his designee(s)). Special use permits are subject to cancellation with a 30 day notice to the Applicant.

Use of lighting and A/V equipment: Applicants may utilize City of Madison Board of Education' lighting and audiovisual equipment in the auditorium and dining area of the School Facilities. Applicants have permission to "tie in" with their upgraded equipment and staff with their paid professional team.

Custodial Services: If, in the City of Madison Board of Education' discretion, custodial services are needed in connection with the use of the School Facilities, then the City of Madison Board of Education will require a fee for those services.

Promotional materials: Any advertisement or promotional materials relating to Applicant's use of the School Facilities will contain the following statement: "THIS IS NOT A FUNCTION OF _____SCHOOL OR THE CITY OF MADISON BOARD OF EDUCATION." advertising and promotional materials should list Applicant's phone number. The school's phone number may NOT be listed.

Applicant's personal property: City of Madison Board of Education will not assume any responsibility for the damage or loss to the personal property of Applicant (or any of its members, guests, employees, agents, and/or invitees) relating to Applicant's use of the School Facilities. The City of Madison Board of Education reserves the right to remove or discard any items left behind at the Applicant's expense.

Damages: Any damage to the School Facilities related to the Applicant's use are the responsibility of Applicant and will be charged to Applicant.

Use Area: Applicant's use will be restricted to the School Facilities and related hallways, entrances, and bathrooms.

Indemnification, Release of Claims, and Insurance Applicant does hereby release and hold harmless the City of Madison Board of Education (the "Board"), its individual board members, employees, officers, and agents, from any claims or causes of action for any injuries or damages to any persons or property, including but not limited to attorney's fees and court costs incurred by Board in defending any such claims, arising from or relating to the use and/or occupancy of any property of the Board by the Applicant, or any of its members, participants, and/or invitees, in connection with this "Request for Use of School Facilities," and Applicant does hereby release and hold harmless the Board, its individual board members, employees, officers, and agents from any such claims or causes. Applicant represents to the Board that it has acquired insurance that protects Applicant, the Board, and the Board's officers, agents, and employees from any liability relating to the Applicant's use of Board property. Such insurance has limits of liability that are not less than $1,000,000 per occurrence, bodily injury and property damage combined, and $1,000,000 in the aggregate. Applicant represents that the Board, its employees, officers, and agents are named as additional insureds with respect to such policy.

Cancellation of event: The City of Madison Board of Education reserves the right to cancel or postpone any reservation/facility use agreement in the event of safety, weather, unavoidable conflicts or at administrators discretion. If postponement or cancellation occurs, the facility use fee will be refunded or applied to another event.

Applicants must provide proof of such insurance at the time of the request. The Board of Education must be listed as an additional insured on the policy. The City of Madison Board of Education will not approve facility rental without this in place.

Please Attach Proof of Insurance *

Choose File or Drop Here

The uploaded file can be replaced by clicking the 'x' icon

Signature

Submitter Signature *

Lee Shaw

Date

10/12/2026

On behalf of the Applicant, I do hereby apply to the School Facilities as stated above, and do fully agree, for myself and on behalf of the Applicant, with all of the above.

Signature of Authorized Representative of Applicant: *

On behalf of the City of Madison Board of Education, Applicant's use of the School Facilities is approved subject to all of the above terms and conditions

Contract Number *

Date Approved by the City of Madison Board of Education: *

Final Approval Signature: *

Additional Docs *

No files uploaded

RESOLUTION NO. 2026-452-R

A RESOLUTION ACCEPTING AN APPROPRIATION FROM THE ALABAMA TOURISM DEPARTMENT FOR FUNDING FOR THE SEC SOFTBALL TOURNAMENT TO PROMOTE TOURISM IN THE STATE OF ALABAMA

WHEREAS, the State of Alabama Tourism Department (the "Department") has allocated $75,000 in funding to the City of Madison from the Department's annual budget allocation; and

WHEREAS, the City of Madison desires to accept the funding for use for the SEC Softball Tournament to take place in the City in May of 2027; and

WHEREAS, the grant funds will be used to promote tourism in the State of Alabama;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby directed and authorized to execute all necessary documentation to accept the awarded funding, such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

READ, APPROVED, and ADOPTED this 26th day of October, 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

KAY IVEY
GOVERNOR

Alabama Tourism Department

GLENDA ALLRED
DIRECTOR

October 1, 2026

Ranae Bartlett, Mayor
City Of Madison
100 Hughes Road
Madison, AL 35758

Dear Mayor Bartlett:

In order to process the $75,000 funding allocated to the City Of Madison from the Alabama Tourism Department's (ADT) 2026-27 budget allocation to be provided for the Sec Softball Tournament, please sign and return the four enclosed original quarterly payment agreements **within 30 days** of receipt of this letter.

I am enclosing a copy of Act 2001-955 requiring performance-based budgeting of each State department. As a component of Act 2001-955, please complete the enclosed disclosure statement and return with signed original agreements.

Your funding request will be processed through the State Comptroller's Office and issued in quarterly payments. The checks will be mailed after October 1, 2026 - $18,750, January 1, 2027 - $18,750, April 1, 2027 - $18,750, and July 1, 2027 - $18,750. If you have any questions or need further information, please contact Grant Wallace at 334-242-4359.

I look forward to working with you in support of this effort to promote tourism in Alabama. Please feel free to call on me should you need additional information.

Sincerely,

Glenda Allred
Director

GA/lc
Enclosures

401 Adams Avenue Suite 126 • P.O. Box 4927 • Montgomery, AL 36103-4927 • 800ALABAMA • www.alabama.travel
Telephone 334-242-4169 • Fax 334-242-4554

KAY IVEY
GOVERNOR

Alabama Tourism Department

GLENDA ALLRED
DIRECTOR

October 1, 2026

LETTER OF UNDERSTANDING

It is hereby understood that the Alabama Tourism Department will appropriate $75,000 from Fiscal Year 2026-27 funds to the City Of Madison, Ranae Bartlett, Mayor, 100 Hughes Road, Madison, AL 35758. These funds are provided to assist with expenses involved with the Sec Softball Tournament.

Quarterly payments will be made after October 1, 2026 - $18,750, January 1, 2027 - $18,750, April 1, 2027 - $18,750, and July 1, 2027 - $18,750; upon the execution of this agreement. Payment rendered in this agreement provides assistance in continuing efforts to positively impact Alabama tourism.

Please indicate your agreement with the above by signing all enclosed agreements and by returning all originals to our office **within 30 days**.

In witness thereof, the parties hereto have executed this agreement on this _____ day of _____, 2026.

State of Alabama
Alabama Tourism Department, By:

_____
Glenda Allred, Director

City Of Madison, By:

_____
Ranae Bartlett, Mayor
City Of Madison

_____
STAARS Vendor Customer Number

KAY IVEY
GOVERNOR

Alabama Tourism Department

GLENDA ALLRED
DIRECTOR

January 1, 2027

Second Quarter

It is hereby understood that the Alabama Tourism Department will appropriate $75,000 from Fiscal Year 2026-27 funds to the City Of Madison, Ranae Bartlett, Mayor, 100 Hughes Road, Madison, AL 35758. These funds are provided to assist with expenses involved with the Sec Softball Tournament.

Quarterly payments will be made after October 1, 2026 - $18,750, January 1, 2027 - $18,750, April 1, 2027 - $18,750, and July 1, 2027 - $18,750; upon the execution of this agreement. Payment rendered in this agreement provides assistance in continuing efforts to positively impact Alabama tourism.

Please indicate your agreement with the above by signing all enclosed agreements and by returning all originals to our office **within 30 days**.

In witness thereof, the parties hereto have executed this agreement on this _____ day of _____, 2026.

State of Alabama
Alabama Tourism Department, By:

Glenda Allred, Director

City Of Madison, By:

_____
Ranae Bartlett, Mayor
City Of Madison

_____
STAARS Vendor Customer Number

KAY IVEY
GOVERNOR

Alabama Tourism Department

GLENDA ALLRED
DIRECTOR

April 1, 2027

Third Quarter

It is hereby understood that the Alabama Tourism Department will appropriate $75,000 from Fiscal Year 2026-27 funds to the City Of Madison, Ranae Bartlett, Mayor, 100 Hughes Road, Madison, AL 35758. These funds are provided to assist with expenses involved with the Sec Softball Tournament.

Quarterly payments will be made after October 1, 2026 - $18,750, January 1, 2027 - $18,750, April 1, 2027 - $18,750, and July 1, 2027 - $18,750; upon the execution of this agreement. Payment rendered in this agreement provides assistance in continuing efforts to positively impact Alabama tourism.

Please indicate your agreement with the above by signing all enclosed agreements and by returning all originals to our office **within 30 days**.

In witness thereof, the parties hereto have executed this agreement on this _____ day of _____, 2026.

State of Alabama
Alabama Tourism Department, By:

Glenda Allred

Glenda Allred, Director

City Of Madison, By:

_____

Ranae Bartlett, Mayor
City Of Madison

_____

STAARS Vendor Customer Number

KAY IVEY
GOVERNOR

Alabama Tourism Department

GLENDA ALLRED
DIRECTOR

July 1, 2027

Fourth Quarter

It is hereby understood that the Alabama Tourism Department will appropriate $75,000 from Fiscal Year 2026-27 funds to the City Of Madison, Ranae Bartlett, Mayor, 100 Hughes Road, Madison, AL 35758. These funds are provided to assist with expenses involved with the Sec Softball Tournament.

Quarterly payments will be made after October 1, 2026 - $18,750, January 1, 2027 - $18,750, April 1, 2027 - $18,750, and July 1, 2027 - $18,750; upon the execution of this agreement. Payment rendered in this agreement provides assistance in continuing efforts to positively impact Alabama tourism.

Please indicate your agreement with the above by signing all enclosed agreements and by returning all originals to our office **within 30 days**.

In witness thereof, the parties hereto have executed this agreement on this _____ day of _____, 2026.

State of Alabama
Alabama Tourism Department, By:

Glenda Allred, Director

City Of Madison, By:

_____
Ranae Bartlett, Mayor
City Of Madison

_____
STAARS Vendor Customer Number

RESOLUTION NO. 2026-455-R

AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR PURCHASE OF CHRISTMAS DECORATIONS FOR HOME PLACE 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 Christmas decorations for Home Place Park located in downtown Madison meets a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure not to exceed twenty one thousand four hundred ninety two dollars and fifty two cents ($21,492.52), is authorized from the Council Special Projects budget for the above-described decorations, as described in the attached quotation dated October 20, 2026, and the Finance Director is hereby authorized to forward payment for said decorations in the amount and manner authorized by this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 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 October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

ESTIMATE

Jubilee Decor
224 E Three Notch St
Andalusia, AL 36420-3123

admin@jubileedecor.com
+1 (334) 679-6682
www.jubileedecor.com

City of Madison, AL:Madison, AL 2026

Bill to
Ranae Bartlett
Madison, AL
100 Hughes Road
Madison, AL 35758

Ship to
Ranae Bartlett
Madison, AL
100 HUGHES RD
MADISON, AL 35758-1110 US

Estimate details
Estimate no.: 3415
Estimate date: 10/20/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**PVC-Tree-10**	10' Gold Tree with Lights and PVC Mesh.	2	$5,957.14	$11,914.28
2.	**14ft Pole Wrap Garland**	14ft Pole Wrap Garland, lit with WARM WHITE C7 LED Lights	12	$182.50	$2,190.00
3.	**FB-4-OCR**	18" 4-Loop Bow Outdura China Red Fabric	24	$52.26	$1,254.24
4.	**PVC-Gift Box Set**	PVC Mesh Gift Box Set with 5MM LED Lights (24", 30", 36", 42")	1	$4,714.00	$4,714.00
5.	**Freight**	Shipping charges will be added to final invoice.	1	$1,420.00	$1,420.00
6.	**Sales Tax**	Sales Tax calculated by AvaTax for 23255-V2 at Tue Oct 20 03:57:26 UTC 2026	1	$0.00	$0.00

Total **$21,492.52**

Note to customer

Please review the estimate below. When you are ready to proceed with the order, please use the review and approve button below.

Accepted date **Accepted by**

PROPOSED ORDINANCE NO. 2026-316

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 RC-2 (RESIDENTIAL CLUSTER 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 RC-2 (Residential Cluster District):

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58 minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

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 RC-2 (Residential Cluster 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, 26th day of October 2026.

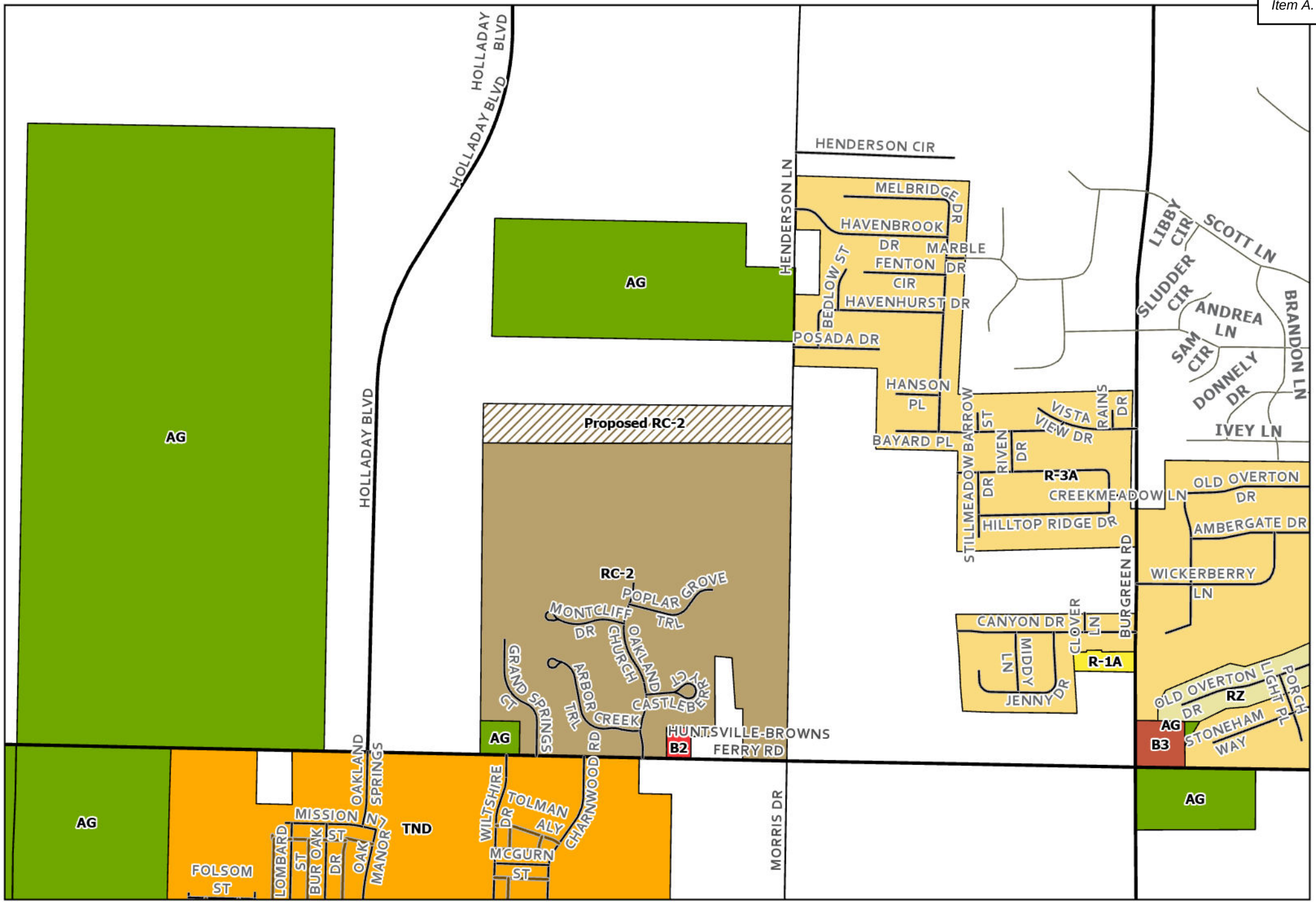
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



Proposed RC-2 Zoning

PROPOSED ORDINANCE NO. 2026-319

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 (SINGLE-FAMILY SUBURBAN 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 (Single-Family Suburban District):

139 Lewter Drive
(Parcel No: 16 01 02 0 002 043.001)
ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET 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-1A (Single-Family Suburban 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, 26th day of October 2026.

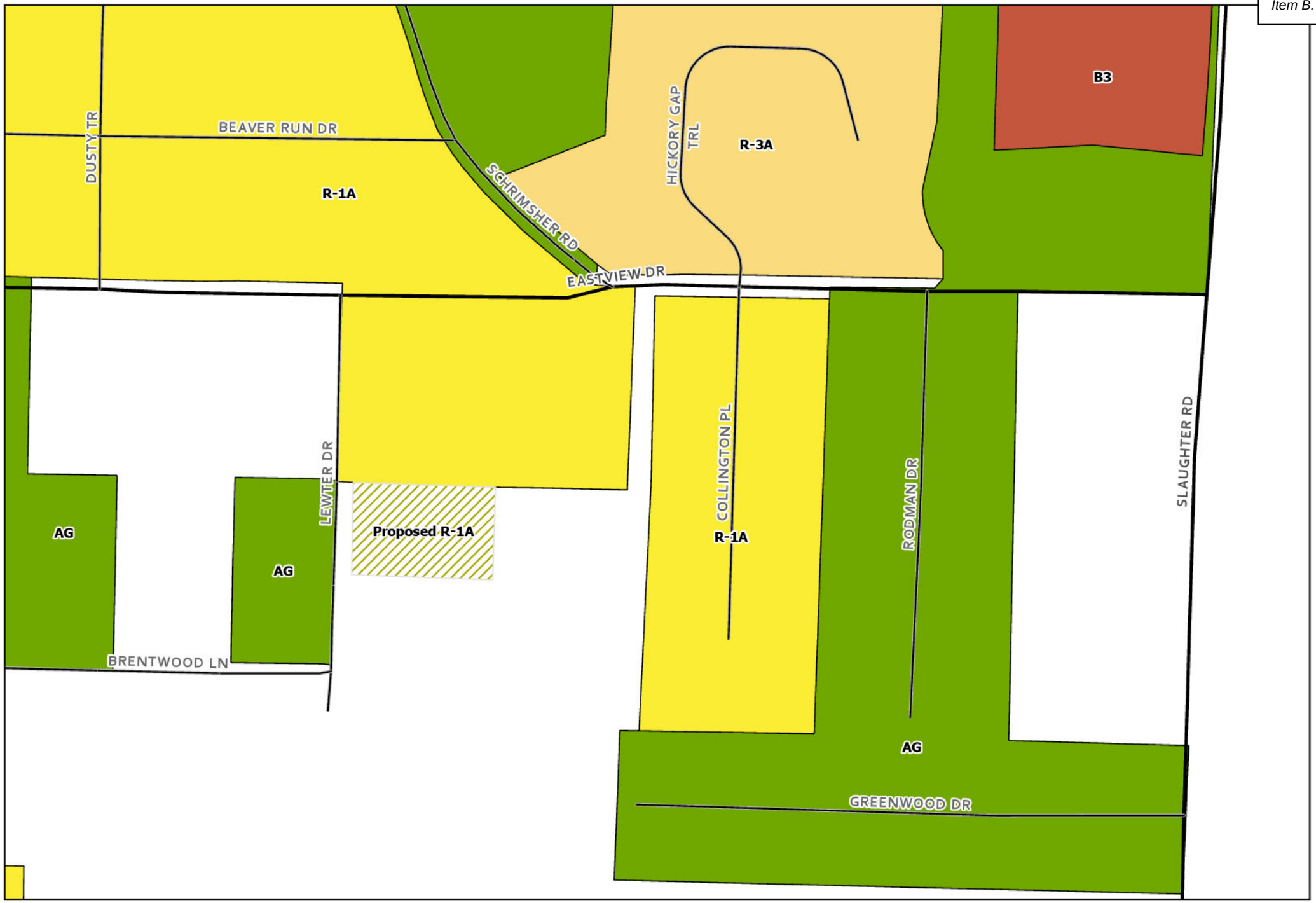
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



139 Lewter Dr - Proposed R-1A Zoning

RESOLUTION NO. 2026-425-R

A RESOLUTION AUTHORIZING INTELLIPAY FEE PROCESSING AGREEMENT AND MERCHANT PROCESSING APPLICATION AND AGREEMENT FOR PAYMENT PROCESSING SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City the Fee Processing Agreement with Convenient Payments, LLC, d/b/a IntelliPay, and the Merchant Processing Application and Agreement for payment processing services, including the related merchant processing arrangement with Priority Payment Systems, LLC, and Pinnacle Bank, a Tennessee bank, d/b/a Synovus Bank said Agreements to be substantially similar in purpose, intent, and composition to those certain documents attached hereto and identified as "Merchant Processing Application and Agreement," and "IntelliPay Fee Processing Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, based on information provided by the City Clerk-Treasurer, IntelliPay's separation from its current back-end processor and transition to the processor identified in the attached merchant processing application will result in no added cost to the City; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

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

ATTEST:

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

APPROVED this _____ day of _____ 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

IntelliPay

FEE PROCESSING AGREEMENT

This Agreement is made by and between Convenient Payments LLC, d/b/a "IntelliPay" ("**Company**") located at 12884 S. Frontrunner Blvd, Ste. 220, Draper, UT 84020 and "**Merchant**" whose name and address are shown on the Merchant ACH Processing Authorization Form attached to this Agreement.

DEFINITIONS:

"**Agreement**" shall mean this agreement, all of its Exhibits, attachments and Amendments.
"**Card Brands**" shall mean and refer to all credit card companies and payment networks including Visa, Mastercard, American Express, Discover, other credit card and debit card issuing companies.
"**Card Brand Fees**" shall mean additional fees charged by the Card Brands for access to their respective Networks and includes such fees as dues and assessments, FANF, NABU, and other like fees and as indicated on the Card Brands' regularly published Interchange tables.
"**Charge Backs**" shall mean and refer to Transactions disputed by Customer directly with the Customer's card issuing financial institution. For each Charge Back of a Transaction, the TPP or Settlement Bank assesses a fee to the Company or Merchant pursuant to the applicable merchant agreement.
"**Company**" shall mean and refer to Convenient Payments LLC, dba "**IntelliPay.**"
"**Customers**" shall mean and refer to the customers of Merchant that use the Software and Services provided by Company.
"**Industry Rules**" shall mean and refer to the rules established by the Card Brands that govern the activities of Merchants, Settlement Banks, Networks and cardholders that transact business on their respective platforms.
"**Interchange**" shall mean and refer to the system used by the Card Brands to receive Transaction data, remit authorizations, declines or returns, and the fees charged to Settlement Banks (including discount and per item fees) by the Card Brands on behalf of card issuing financial institutions.
"**IVR**" shall mean Interactive Voice Response system- a system for conducting automated transactions by phone.
"**Merchant**" shall mean and refer to the recipient of Transactions and Settlement Amounts from card payments performed by Customers using the Company's Services pursuant to this Agreement and the applicable merchant processing agreement between Company, Merchant and the applicable Vendor.
"**Merchant Deposit Account**" shall mean and refer to that certain bank deposit account designated by Merchant into which the Settlement Amount shall be deposited via the use of the Vendor Services or otherwise.
"**Monthly Access Fee**" shall mean a monthly fee charged to Merchant by Company for use of the Company's Software and Services.
"**NACHA**" shall mean and refer to the National Automated Clearing House Association that manages the development, administration, and governance of the ACH Network, the backbone for the electronic movement of money and data in the United States.
"**Networks**" shall mean the credit card and debit card payment processing systems used by the Card Brands and may be used interchangeably herein with the term Card Brands.
"**POS Device(s)**" shall mean any device, credit card terminal or other hardware apparatus used to connect to the Software and transmit data from card present Transactions.
"**Qualified Payment Options**" shall mean and refer to payments by Customer payments to Merchants from cards such as signature-based debit, credit, stored value electronic cards, and electronic checks that are authorized by the Company and listed on Exhibit A.
"**Retrievals**" shall mean and refer to a formal request from the Card Brands for data related to a specific Transaction.
"**Return Fees**" shall mean and refer to fees charged for the act of returning or refunding funds to a Customer's card and/or fees assessed to Merchant for the rejection of Transactions submitted by Merchant.
"**Service Fee**" shall mean a fee charged to a Customer or the Merchant for access and use of the Company's Software and Services.
"**Service(s)**" shall mean and refer to the provision of the Software, the use of the Vendor Services and the provision of access to the Networks, TPPs, and Settlement Bank providing Customers with the ability to pay Merchant.
"**Settlement Amount**" shall mean and refer to the amount of funds deposited to the Merchant Deposit Account as a result of a Transaction or an aggregate group of Transactions.
"**Settlement Bank**" shall mean the bank or financial institution authorized by the Card Brands and other Networks to receive funds from Networks and deposit Settlement Amounts via use of the Vendor Services or otherwise into the Merchant's Merchant

Deposit Account.
"**Software**" shall mean the proprietary Software as a Service ("**SaaS**") software provided by the Company to Merchant as part of the Services.
"**Third Party Processors (TPPs)**" shall mean and refer to payments companies that provide data processing services and connectivity between the Company and Networks including companies used by Company registered as Independent Sales Organizations (ISOs-Visa) and Member Service Providers (MSPs-MasterCard) and which have similar relations with other Card Brands.
"**Transaction**" shall mean and refer to sale or purchase payment transactions between Merchant and Customer.
"**Vendors**" shall mean third-party service providers engaged by the Company to provide technology or other goods or services used by the Company in its provision of the Services.
"**Vendor Services**" shall mean the technology or other goods or services provided by a Vendor.
"**Virtual Terminal(s)**" shall mean and refer to the Software interface that can be used on-line by Merchant to input Transactions.

1. **PURPOSE OF AGREEMENT**. This Agreement governs use of the Company's Software and Service to effectuate electronic payments for Merchant from Merchant's Customers.

2. **THE SERVICE.**

a. The Software provided pursuant to this Agreement is licensed for use by Merchant and its Customers and is not sold. The license is revocable by the Company at any time and will automatically terminate upon termination or expiration of this Agreement.

b. For use with POS Devices, the Software will be loaded onto a POS Device for use in card present Transactions and placed on premises of locations owned or controlled by Merchant. POS Devices may be used only at the locations identified on **the IP Equipment Form** hereto, which is incorporated herein by this reference, and which must be updated whenever Merchant adds new POS Devices to a location or adds new locations. When provided online, the Software will be available to Merchant's Customers as a SaaS application.

c. The Software will have access to the Networks, Third Party Processors (TPPs), Vendors and a Settlement Bank, each of which shall be selected by Company.

d. The Software will facilitate (at Company's option) some or all of the following: acceptance of signature-based debit, credit and stored value electronic transactions; use of electronic funds transfer, including electronic transfers from Customers' banks, electronic checks, and the transfer of funds from the Settlement Bank to the Merchant Deposit Account On file with the Company via use of the Vendor Services. The Software will calculate a Fee (Service) to be charged to Merchant's Customer at the same time Customer completes a Transaction.

e. Company's provision of the Software, use of the Vendor Services and the provision of access to the Networks, TPPs, and Settlement Bank is collectively referred to as the "**Service**".

3. **OBLIGATIONS OF THE PARTIES.**

a. Merchant may purchase POS Devices from Company (see **IP Equipment Form**). Company may reprogram hardware, equipment, and/or software as required by Networks, TPPs, Vendors or Settlement Banks and Merchant will assist Company when necessary. POS Device and other hardware warranties are solely subject to manufacturer's warranty. Company shall not be subject to or obligated for coverage of warranty repairs or replacements or costs of repairs or replacement beyond any warranty parameters or warranty period. Merchant shall be responsible for costs of repair or replacement of lost or damaged POS Devices.

b. Merchant is responsible for integration of the Services into existing their websites and/or phone systems. Merchant may choose to use Company's websites and or phone systems and Company will provide and allow for the use of Merchant's logos, trademarks and service marks in accordance with Company's policies.

c. Merchant is responsible for installation of POS Devices and interfaces/connections designated by Company. Merchant must provide those resources necessary for POS Device (s) to interface/connect to the Internet. Merchant will provide, pay for and allow Company access to all utility services required for use of the applicable POS Device or other hardware equipment.

d. Merchant shall immediately notify the Company of any interruptions in receipt or use of the Services.

e. Merchant shall honor only those Qualified Payment Options such as those listed on **Exhibit A hereto**, which is incorporated herein by this reference, as may be amended from time to time. Merchant may not complete and Company shall not be liable for the settlement of any Transaction unless a Qualified Payment Option was (i) used and the financial institution issuing the Qualified Payment Option provided an authorization number and (ii) swiped or dipped through the Company-provided POS Device (s), electronically transacted on the Company-provided website or through the Company provided IVR system, or otherwise agreed to the Transaction according to Industry Rules. Merchant shall retain original signed card receipts as required by Industry Rules and make receipts promptly available to the Company on demand so Company can provide authorization on unrecognized or disputed Transactions.

f. Company will provide links, phone numbers and code to enable Merchant to make the Software available to Customers online using a customized website or over the phone using a customized IVR system.

g. Company is not responsible for any Network or connectivity problems experienced by the Merchant or a Customer unless such connectivity problems are resulting from outages experienced by Company or related to the Services.

h. Company will provide marketing materials and signage to Signage related to the Services and/or Software. Merchant shall properly display all signs and static advertisement required to be displayed by the applicable Card Brands. Merchant shall adequately display the proper symbols, service marks and names on promotional materials to inform the public that Merchant will honor Qualified Payment Options and that a Fee shall be charged. In exchange for the Services, Merchant agrees it shall, to the best of its ability, aggressively market the Services.

i. Company is responsible for ensuring that Settlement Bank and applicable Vendor settle Transactions and deposits payments from Customers net of Fees. This net amount equals the whole payment made by Customer to Merchant for goods or services rendered to Customer by Merchant less applicable Fees. Company will make accessible to Merchant a daily transaction summary.

j. Each party will comply with all applicable laws and Industry Rules.

k. Merchant hereby authorizes Company to execute on Merchant's behalf any agreements necessary for Merchant to receive Services from Settlement Bank and/or any Vendor.

l. Merchant shall review all daily Transaction summaries and other data provided in statements of Merchant's Transactions. Merchant agrees that Company shall not be responsible or liable for any errors in Transactions or Settlement Amounts to Merchant for any Transactions or Settlement Amounts not brought to the Company's attention, in writing, within sixty (60) days following the month in which the disputed Transaction or Settlement Amount occurred.

m. Merchant hereby authorizes the Company to access and control any Settlement Amounts, via the Vendor Services or otherwise, and deduct any fees, including without limitation the Fees, payable to the Company pursuant to this Agreement prior to settlement to Merchant Deposit Account. Merchant further hereby authorizes and directs the Settlement Bank and any Vendor, as applicable, to comply with all instructions given by the Company to them, including, without limitation, instructions directing the disposition of any Settlement Amounts or as to any other matter relating to any Settlement Amounts, without further consent by Merchant.

n. Merchant shall not engage in the types of business listed on **Exhibit D** hereto (as it may be amended by Company or its Vendors from time to time) and may be prevented from using the Services if Company discovers Merchant is so engaged.

4. FEES.

a. Company shall act on Merchant's behalf with the Third-Party Processor (TPP), Vendor and Settlement Bank. As such, (i) card processing data will be received by Company and be made available to Merchant at https://intellipay.cpteller.com; (ii) Transactions are split-settled by Company where the payment amount is settled into the Merchant Account by the Settlement Bank, via the Vendor Services or otherwise, and the Fees are settled as separate Transactions with the Company.

b. Company may assess Fees to Customers as described in **Exhibit A**. Such Fees will be added to the amount a Customer pays for a Merchant's product or service. The total amount (amount due + fee) shall be processed as one transaction and settle into an FBO (For the Benefit Of) bank account owned by Priority Payment Systems. Upon settlement, Company will use the Passport Management APIs to split the amount due from the Fee that was added and disburse the amount due into the Merchant's bank account, minus the Fee. Company shall retain the Fee and use it to cover any costs associated for electronic payment processing, technical support, PCI security, and software development.

i. Company, in its sole discretion, reserves the right to modify the amount of the Fees charged, from time to time, for any of the following: (A) increases in or additions to Card Brand and Interchange Fees; (B) increased processing costs from TPP, Vendor and/or Settlement Banks; (C) changes in regulations resulting in greater costs to Company; (D) increases in operational costs required to provide the Service, including, but not limited to, increased costs of connectivity or cyber security; and (E) if Service Fees charged are not adequate to cover the Company's costs and reasonably expected operating margins.

ii. In the event Company determines that it must increase the Fees, Company shall provide a minimum of ten (10) days' notice to Merchant of Company's intent to increase the Fees. Merchant shall have the option, but not the obligation, to amend this Agreement in a way that enables Merchant to separately pay Company the increased amount of Services Fees to be billed.

iii. All Fees assessed and collected by Company hereunder are non-refundable. Merchant shall post language on Merchant's payment site that Fees are non-refundable, and that any dispute of Fees shall result in loss of privileges by Customer to transact with Merchant. Merchant may, at its own discretion, elect to refund a Fee to its own Customer. In such instances, Merchant shall request Company refund a specific Fee, and such refunded amount shall be billed by Company to Merchant.

c. If Company or Merchant are assessed for a Charge Back, Retrieval, or Return, as outlined in Exhibit A, for either of a Transaction or the assessment and collection of a Fee, Merchant shall bear sole responsibility for the amounts of such Charge Backs or Returns and all associated fees as described in Exhibit A, including, but not limited to, any Charge Back, Retrieval, or Return fees billed by the TPP or Settlement Bank to Company. Company may immediately, and without notice, debit the Merchant Deposit Account for the full amount of the Chargeback or Return and any associated fees.

d. All other fees that Company may assess for Services to Merchant shall be described in **Exhibit B** and incorporated herein by this reference.

5. TERM AND TERMINATION.

a. The initial term ("**Initial Term**") of this Agreement shall begin on the date of its execution by the Company and shall continue for an initial term of five (5) years from the date of the first authorized Transaction processed by Merchant's Customers.

b. If neither party notifies the other of its intent to terminate this Agreement at least sixty (60) days prior to the end of the Initial Term, or prior to the end of any Renewal Term this Agreement will automatically renew for one (1) year ("**Renewal Term**").

c. Either party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not reasonably cured within thirty (30) days following receipt of written notice of such breach being received by the party being notified of such breach.

d. Company may terminate this Agreement at any time upon written notice to the Merchant for the following: (i) if the provision of the Services is determined by Company, in its sole discretion, to violate any statute, law, regulation, rule, Industry Rule, order or operating procedure existing or newly enacted by a governmental authority, judicial authority of competent jurisdiction, Card Brands, Settlement Bank policies, NACHA (or any similar industry organization with authority over the Services) or Vendor or if such statute, law, regulation, rule, Industry Rule, order or operating procedure shall exist or be enacted which shall materially affect or reduce the Company's ability to provide the Services; (ii) if there are excessive Charge Backs. Excessive Charge Backs shall be defined as Merchant having a number of disputed Transactions resulting in Charge Backs that exceeds three (3) month average of one percent (1%) of Visa Transactions and/or two percent (2%) of MasterCard Transactions; and (iii) Company determines, in its sole discretion, that Merchant's business activity is a cause of undue risk and Charge Back exposure to Company.

6. INDEMNIFICATION. Each party agrees to indemnify, hold harmless, and defend the other from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to the indemnifying party's breach of this Agreement or violation of applicable law, to the extent permitted by law. Merchant will indemnify, hold harmless, and defend Company from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees relating to civil or regulatory actions connected with Merchant's Customers and the products and/or services provided by Merchant; and any and all activities related to Merchant's business practices, including, but not limited to, any damaging impact resulting to Company resulting from Merchant's lapse in cyber security customary best practices.

7. LIMITATION OF LIABILITY. Company shall not be liable to Merchant for any indirect, special, incidental, exemplary punitive, treble, or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, use, data, or other economic advantage), whether based on breach of contract, tort, product liability, or otherwise, and whether or not a party has previously been advised of the possibility of such damages. To the fullest extent permitted by law, Company's total liability to Merchant under this Agreement will not exceed the lesser of six (6) months of fees billed directly to Merchant or one thousand dollars ($1,000).

8. CONFLICT OF INTEREST. Company warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the Services required under the provisions of this Agreement a violation of any applicable law. Company further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Company shall promptly notify Merchant of the existence of such conflict of interest so that Merchant may determine whether to terminate this agreement. Company further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) that apply to Company as the result of Company's performance of the work or services pursuant to the terms of this Agreement.

9. GOVERNING LAW AND VENUE, JURY TRIAL WAIVER, ATTORNEY'S FEES. The laws of State of Utah (without regard to its conflicts of law provisions) govern all matters arising out of or relating to this Agreement. The parties each consent to the exclusive jurisdiction and venue of the federal or state courts located in Salt Lake County, State of Utah for any legal suit, action, or proceeding arising out of or relating to this Agreement. The parties waive any right to trial by jury in any action arising out of, in connection with, or in any way related to this Agreement. The prevailing party in an action brought against the other to enforce the terms of this Agreement or any rights or obligations hereunder, will be entitled to receive its reasonable costs and expenses of bringing such action including its reasonable attorney's fees in addition to any other recoverable damages.

10. LICENSES. If a license of any kind, which term is intended to include evidence of registration, is required of Company, its representatives, agents or subcontractors by law, Company warrants that such license has been obtained, is valid and in good

standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

11. CONFIDENTIAL INFORMATION.

a. The parties agree that they may exchange confidential, proprietary information related to this Agreement, including email addresses, trade secrets, know-how and confidential information (collectively "**Confidential Information**"). Each party agrees to use the other party's Confidential Information solely for the purposes contemplated by this Agreement. Confidential Information shall include the terms and existence of this Agreement. During the Term of this Agreement and at all times after its termination, each party and its employees and agents shall maintain the confidentiality of the Confidential Information of the other party and not sell, license, publish, display, distribute, disclose or otherwise make available such Confidential Information to any third party nor use such Confidential Information except as authorized by this Agreement. Neither party shall disclose any such Confidential Information other than to employees, agents and permitted contractors of such party who reasonably need to know such Confidential Information in connection with the exercise of rights or the performance of obligations under this Agreement without the prior written consent of the other party. For purposes of this Agreement, the identity of Company's service providers, clients and business partners and relationships is Company's Confidential Information and shall be treated in accordance with this section.

b. Notwithstanding the foregoing, provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure, either party may disclose Confidential Information: (i) as required by a properly authorized and authenticated governmental request; (ii) in response to a subpoena or court order; (iii) to comply with applicable laws, rules or regulations; or (iv) in response to an investigation of fraud regarding a specific consumer. The obligations of the parties set forth herein shall not apply to any information that: (a) is in the public domain at or after the time it was disclosed by the disclosing party to the receiving party through no fault of the receiving party; (b) was rightfully in the receiving party's possession free of any obligation of confidentiality at or after the time it was communicated to by the disclosing party; (c) is disclosed with the prior written approval of the disclosing party; (d) is independently developed by the receiving party without reference to or use of the Confidential Information; (e) is or becomes available to the receiving party from a person other than the disclosing party or any of its representatives who is not bound by an obligation to maintain the confidentiality of such information; (f) is necessary to disclose in order to establish the rights of either party under this Agreement; or (g) is required to be disclosed pursuant to an order or requirement of a court, administrative agency or governmental body, provided that the receiving party shall promptly notify the disclosing party of the facts thereof to enable the disclosing party to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the disclosing party, shall reasonably cooperate with the disclosing party (at the disclosing party's sole cost and expense) to obtain such protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or the disclosing party waives compliance (in whole or in part) with the terms and conditions of this Agreement, the receiving party shall disclose only that portion of the Confidential Information that is required to be disclosed and shall use all reasonable efforts to ensure that all Confidential Information that is disclosed, shall be accorded confidential treatment.

12. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY. Except as expressly set forth in this Agreement, Company makes no warranties and expressly disclaims all warranties, express or implied, as to the subject matter of this Agreement, including implied warranties of merchantability and fitness for a particular purpose. Company shall not be liable for any Services provided, including but not limited to the content thereof. COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS AND SUPPLIERS PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to Merchant. This warranty gives Merchant specific legal rights and you may also have other legal rights that vary from state to state.

IN ADDITION, COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND DISCLAIMS ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF COMPANY. NOTWITHSTANDING COMPANY WILL EMPLOY CURRENT "BEST PRACTICES."

IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND/OR USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE. COMPANY'S LIABILITY IS LIMITED TO THE LESSER OF (A) THE PAYMENTS MADE BY MERCHANT TO COMPANY IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE-THOUSAND DOLLARS

($1,000.00).

13. RELATIONSHIP BETWEEN THE PARTIES. This Agreement does not create an agency, joint venture, partnership, fiduciary relationship, or any similar relationship between the parties, and neither party has the right or authority to act for, or on behalf of, the other party.

14. PROPRIETARY RIGHTS. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and tradenames, commercial symbols, trade secrets, and information embodying proprietary data existing and owned by Company as of the date of this Agreement shall be and remain the sole and exclusive property of Company. Merchant acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Merchant further acknowledges and agrees that the content or information presented to the Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Company, nothing in the Service or the Agreement shall be construed to confer any license or any intellectual property rights to Merchant or any of Merchant's Customers, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any names or trademarks of the Software and Services, Company service marks, logos and product service names are marks of Company. Merchant agrees not to display or use the Company marks except in accordance to the provisions of this Agreement.

15. NON-COMPETITION. In consideration of the terms of this Agreement, Merchant agrees that during the one (1) year period immediately following the termination of this Agreement, Merchant shall not engage in any business or practice that competes with the business of Company. For the purposes of this Agreement, the phrase "engage in any business or practice that competes with the business of Company" means and includes Merchant engaging in the Company's business: (a) as an individual anywhere in the Restricted Area, or (b) directly or indirectly as a proprietor, owner, partner, principal, agent, member, director, manager, employee, independent contractor of any entity, group or person that comprises or engages in the Company's business anywhere in the Restricted Area. The term "**Restricted Area**" means the United States of America.

16. NON-SOLICITATION. Merchant shall not, directly or indirectly, during any portion of the Term or during one (1) year period immediately after the end of the Term and termination of this Agreement, call on, solicit, or transfer any of Company's customers, vendors, clients, employees, independent contractors, resources, personnel, Vendors, Settlement Banks, other downline referred business entities or otherwise to any office of Company which is engaged in a business or practice that competes with the business of Company. In the event Merchant violates this section of the Agreement, Company has the right to obtain injunctive relief and any financial gain made by Merchant from the breach of this section.

17. SURVIVAL. Any term or provision of this Agreement, the survival of which is necessary in order that such terms and provisions are given full force and effect and afforded any and all remedies set forth herein or therein, or templated thereby, including not limited to Confidentiality and Proprietary Rights, will survive the termination of this Agreement, regardless of the date, cause, or manner of such termination.

18. NOTICES. All notices provided for in this Agreement shall be given in writing and shall be effective as follows: (a) when served by personal delivery; (b) three (3) days following deposit, postage prepaid by United States registered or certified mail addressed as provided herein; (c) one (1) day following dispatch via an overnight delivery service such as UPS, Federal Express or similar carrier; or (d) when dispatched via facsimile or other electronic transmission provided that the means of delivery requires a signature or other confirmation of delivery.

Notice shall be given at the following addresses:

Convenient Payments LLC
d/b/a "IntelliPay"
12884 S Frontrunner Blvd Ste 220
Draper, UT 84020

Merchant Name:
_____
_____
_____
_____

19. GENERAL. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of fact or any other right, unless otherwise expressly provided herein. Merchant may not assign, delegate, or subcontract any rights, obligations or duties hereunder without Company's prior written consent. With the exception of those fees listed in Exhibit A which may be modified by Company in its sole discretion, this Agreement may only be amended or modified by a written agreement between the parties; provided however, notwithstanding the foregoing, this Agreement may be unilaterally amended by Company if such amendment is mandated by a Card Brand, NACHA, any Settlement Bank, its Vendors or by law. If any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed

that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this agreement so as to render it valid, reasonable and enforceable. The obligations the incurred prior to the termination date of this Agreement shall survive the termination of this Agreement. Neither party is liable or responsible for any failure or delay in performance caused by acts of God, strikes, flood, fire, war, public enemy, electrical or equipment failure, failures by third parties, or other events beyond its control. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein. The parties are deemed independent contractors and will not be considered agents, joint ventures, or partners of the other. Nothing in this Agreement or in the course of the dealing of the parties will be construed as authorizing either party to obligate or bind contractually, in liability, or otherwise, the other party with the exception of the obligations of this Agreement. Any notice or other communication given under this Agreement will be sent via hand-delivery or nationally-recognized courier and addressed and sent to that party at its address as specified in this agreement. Notices and communications will be effective on the date of actual receipt.

20. **Money Transmission** - Money transmission services provided by Priority Technology Holdings, Inc., directly or through its subsidiary Finxera, Inc. (NMLS #1168701), or its authorized affiliates and contractors.

The parties have executed this agreement as of the dates set forth below:

Convenient Payments, LLC, d/b/a "IntelliPay"	**Merchant:**
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Merchant ACH Processing Authorization Form

The undersigned hereby authorizes the Company to credit or debit the following bank account(s) during the term of this authorization for cash receipts, adjustments, chargebacks, returns, rejects, processor fees, damaged, lost, or stolen equipment provided by the Company to Merchant, communication expenses and or other miscellaneous fees and expenses from the operation of an electronic data capture device (ATM/POS/EBT/Currency/Stored Value/eCheck or other items of value). These credits and debits will be facilitated by use of the Automated Clearing House (ACH). Point of Service (POS) transactions are settled by Company where the payment amount is directly settled into the Merchant's business checking account (DDA) by the Settlement Bank. This authorization is valid from the effective date hereof until such time as this authorization is terminated in writing by the undersigned and shall remain effective after termination with respect to amounts owed by Merchant to the Company on the date of termination. The entity whose merchant name appears below hereby indemnifies the named financial institution harmless of any and all such claims made or asserted by either party hereto. This authorization may be assigned in whole to a third party to this agreement.

The undersigned hereby represents and warrants the following signature(s) have been authorized to execute and deliver bank drafts from the following bank account.

Agreed to on this_____day of_____, 2026.

Merchant Information

Merchant Legal Name:_____

Tax ID #: _____

Address: _____

Phone: _____ Fax: _____

Contact Name: _____ Title: _____

Email:_____

ACH/DDA Information: Financial Institution

Financial Institution Name: _____

ABA/RT#: _____

Account #: _____

Authorized Signature on above Bank Account

X_____

Second Authorized Signature on above Bank Account (if applicable)

X_____

Please attach Voided Check or Bank Letter (Signed by Bank Rep)

Exhibit A: Payment Types and Fees

Check the box for the payment options Company is requesting:

Chargeback/Return

Credit card, debit card, electronic check, and IVR fees are those fees incurred by the Company on each transaction which are comprised of interchange, assessments, and transaction fees levied collectively by the Card Brands, Settlement Bank and Third- Party Processor. Company agrees to substantially defray these third party-processing fees with Merchant only being responsible to pay Company that portion of these fees as shown below, "Fees Paid by Merchant per Transaction."

Fees Paid by Merchant			
Fee Description	ACH or eCheck	Visa/Mastercard	All Other Card Types
Insufficient Funds (per occurrence)	$5.00		
ACH Reject Fee (per occurrence)	$25.00		
Card Retrievals (per occurrence)		$15.00	$15.00
Card Chargebacks (per occurrence)		$30.00	$30.00

Payment Type Selection & Fee Schedule

The amount of the consumer fees (Fees) that are charged separately to Customer from amounts due to Merchant and may change from time to time. However, if a change is necessary, the Company will provide notification to the Merchant in no less than ten (10) business days prior to any such changes to consumer fees.

Card Fee:
$1.50 under $60
2.49% over $60.01

Card Types - Visa, Mastercard, Discover and American Express

ACH Processing: $1.50

Business Type: Government / Education

Exhibit B: Software Access Fee

Company will provide payment applications to the Merchant for a monthly fee. These applications may include in-person, over-the-phone, virtual, online, or interactive payment options.

- Software Fee per Merchant Account: $0.00/Mo.

Exhibit C: Equipment & IntelliPay Configuration

Equipment: If ordering equipment, the individual IntelliPay Equipment form must be completed.

Requested Intellipay Solutions	Yes or No ? (x)
Online Payment Page	
One Terminal – Ecomm (Keyed in Payments)	
One Terminal – Retail (Augusta EMV Reader)	
One Link – Emailed Link (Included with services)	
One Link – Text to Pay (Require additional costs)	
Custom Integration	
Mobile App	
Does this merchant need NDF for Credit Card? If so, please provide batch close time: _____	

ACH/ Echeck Information	Answers
# of Transactions a month	
Average Transaction amount	
Largest One-time Transaction amount	
Transaction volume per month	
ACH Descriptor (Max 16 Characters)	
ACH Transaction Types	Mark the type of ACH transactions below
PPD – Prearranged Consumer Debits	
CCD – Corporate Credit or Debit	
TEL – Received via Phone	
WEB – Received via Online	

Exhibit D: Prohibited and Restricted Business Types

The following Business types are prohibited

1. Adoption Agencies (non or for profit)
2. Adult Entertainment / Pornographic / Adult Material
3. Collection Agencies
4. Companies headquartered outside the United States
5. Companion or Escort Services / Sexual Encounter Agencies
6. Consulting Firms Operating in get rich schemes, credit repair, & debt reduction, mortgage reduction services, investment programs
7. Credit Restoration / Repair Services
8. Door-to-Door Sales
9. Drug Paraphernalia
10. E-Cigs / Tobacco Distributor
11. Factoring
12. Flea Markets
13. Gambling / Lotteries / Raffles
14. Gun Sales
15. Law Firms engaged in bankruptcy
16. Mailing Lists
17. Massage Parlors
18. Mortgage Companies
19. Neighborhood Party Sales
20. Nutraceutical Companies
21. Online Customer Finance
22. Online Dating Services
23. Outbound Telemarketing
24. Payday Lending
25. Protection Services
26. Pseudo - Pharmaceuticals
27. Psychics
28. Pyramid / Mid-Level Sales
29. Sports Forecasting
30. Tattoo Parlors
31. Tax Anticipation Programs
32. Time Share
33. Travel Agencies
34. Virtual Coin / Bit Coin

The following company types are restricted and require additional underwriting by Company

1. Airlines
2. As Seen on TV/Lifetime Guarantees
3. Auctions
4. Auto Rental Agencies & Auto Sales
5. Bail Bond Services
6. Bars/Tavern (not serving food)
7. Business Loans
8. Cable Boxes
9. Checking Cashing Institutions
10. Computer Hardware & Software (Retail)
11. Consignment Stores
12. Consumer Loans/Leases
13. Contractors/Home Repairs
14. Cooperative Discount Groups
15. Credit Card Protection
16. Employment Agencies
17. Forward Deliveries
18. Forward Delivery Providers
19. Freight Forwarders
20. Furniture Sales
21. Hair Growth and/or Replacement / Vitamin & Supplement Sales
22. Health Spas / Clubs (Except Country Clubs)
23. Home Based Charities
24. Import/Export
25. Inbound Telemarketing
26. Internet Fulfillment Houses
27. Investment Opportunities
28. Limousine or Tax Services
29. Long Distance Providers / Network Providers
30. Mall Kiosks
31. Merchant Cash Advance
32. Modeling Agencies / Talent Booking Agencies
33. Network Providers
34. Novelty/Replica Collectibles
35. Pawn Shops
36. Precious Metal or Stamps
37. Prepaid Services
38. Real Estate Services
39. Resort Land Promotions / Sale of Real Estate
40. Resume Preparers
41. Student Loan Assistance Companies / Government Grants
42. Talent Booking Agencies
43. Technology Support/Cloud Storage
44. Telephone Cards
45. Third Party Processor / Third Party Sender
46. Water Purification

RESOLUTION NO. 2026-407-R

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO AGREEMENT WITH ROGERS GROUP, INC.

WHEREAS the City Council authorized an agreement with Rogers Group, Inc., ("Rogers Group") on January 12, 2026, by Resolution 2026-035-R, for Bid No. 2025-021-ITB | County Line Road & Royal Drive Improvements Phase 1 ("the Project"); and

WHEREAS, Rogers Group has submitted Change Order No. 1 to the City for modifications to the base bid for the Project in an amount not to exceed one hundred seventy-eight thousand sixty-one dollars and eighty cents ($178,061.80); and

WHEREAS, the City Engineer, in requesting the Change Order, has provided Council with a signed statement indicating the need and justification for the proposed addition to price;

NOW BE IT HERBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council finds that the justifications set forth establish that proposed Change Order No. 1 is appropriate; 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 to execute any and all documentation necessary to enforce and comply with the terms of Change Order No. 1; and

BE IT FURTHER RESOLVED that the original contract between the City and Contractor is hereby amended to authorize the work described in the proposed Change Order No. 1, and that all other actions taken prior to the date of this resolution are ratified, and the provisions of the original contract remain unchanged.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Rogers Group, Inc
2512 Triana Boulevard SW

ROGERS GROUP INC.

Job Name: Royal Drive Extension
Quote To: City of Madison
Attention: Kyle Macomber
Date: 9/28/2026
Contact: Tyler Ramsey
Phone: 256-783-8784
Email: tyler.ramsey@rogersgroupinc.com

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Undercut	1,271.87	CY	$ 140.00	$ 178,061.80
	1,907.80 TN of Shot Rock				
	2,578.30 TN of #2s				
	Total Quote				$ 178,061.80

NOTES:

Exclusions

Rogers Group Inc.

Project Manager Tyler Ramsey

SIGNATURE

City of Madison, Alabama

INVITATION TO BID

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

Issued November 19, 2025

STATEMENT OF SUPPORT FOR CHANGE ORDER NO. 1

The following is offered in support of Contract Change Order No. 1 to Bid Number 2025-021-ITB as it was awarded to Rogers Group, Inc. on January 12, 2026, by Resolution 2026-035-R:

1. The requested change order lists modifications that will result in an increase to the awarded Contract Sum and includes the following modifications:
   - Roadway undercut and backfilled with stone and geotextile fabric due to the presence of soils unsuitable for roadway construction.

2. The requested change order has been instituted by the undersigned for the following reasons:

   The original contract documents did not have undercut quantities identified. Once construction began there were 550 linear feet of the 3,175 linear foot roadway project that required undercutting. The undercut was performed in four sections, each 26 feet wide and excavated to a depth of 4 feet: 50' x 26', 100' x 26', 100' x 26', and 300' x 26'. After the geotextile fabric was placed, each section was backfilled with 2.5 to 3 feet of shot rock (6" to 18" rock or larger), then capped with 1 to 1.5 feet of #2 rock to bring the subgrade back to grade.

3. Implementation of this change order will not exceed one hundred seventy-eight thousand sixty-one dollars and eighty cents ($178,061.80). This change order represents an approximately 10.49% increase in the awarded contract price. However, extraordinary circumstances justify this change order. After construction began, the Contractor discovered that the subgrade for approximately 550 linear feet of the proposed roadway was unsuitable to support road construction and needed to be undercut and replaced to provide structural integrity for a safe and stable roadway. Furthermore, it makes fiscal and administrative sense to make these modifications via change order rather than through competitive bidding.

4. I have reviewed the pricing submitted by the Contractor and found it to be reasonable, fair, and equitable and recommend approval of the same.

Michael Johnson
City Engineer

Date:

10/19/2026

Witness:

City of Madison, Alabama
INVITATION TO BID
#2025-021-ITB | County Line Road & Royal Drive Improvements Phase 1
Issued November 19, 2025

AMENDMENT TO AGREEMENT

This Amendment to the Agreement dated January 13, 2026 ("Amendment") is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the "City," and **Rogers Group, Inc.,** located at 2512 Triana Blvd. SW, Huntsville, Alabama 35805, hereinafter referred to as the "Contractor."

RECITALS:

WHEREAS, by virtue of passage of Resolution Number 2026-035-R, the City Council of the City of Madison awarded the Bid for the County Line Road and Royal Drive Improvements Project, Phase 1 (the "Project") in the amount of **one million six hundred ninety-eight thousand dollars ($1,698,000.00*);*** and

WHEREAS, on January 13, 2026, the parties entered into an Agreement for the Project (the "Agreement") pursuant to such award; and

WHEREAS, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

WHEREAS, the Agreement allows for amendments and change orders to the original contract as stated in Article II, Section G; and

WHEREAS, the City Engineer has recommended certain modifications to the contract, which are described in the Change Order attached hereto as Attachment A; and

WHEREAS, the City Engineer, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work attached hereto as Attachment B; and

WHEREAS, although the Change Order is an approximately 10.49% addition to the Contract price, the contemplated addition to the Agreement was not foreseen when the plans and specifications were prepared, and the City Engineering Department has determined and documented in Attachment B that extraordinary circumstances justify the need for this change order; and

WHEREAS, the City Council has approved of this Amendment via Resolution No. 2026-407-R; and

WHEREAS, the City and Contractor mutually desire to amend the Agreement as described above, pursuant to Article II, Section G of the Agreement;

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

A. Amendment to Agreement:

1. Article II, Section A is hereby amended as follows:

A. **Contract Price**. The City will pay, and the Contractor will accept in full consideration for the performance of the Project, payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation subject to additions and deductions as provided in this Agreement not to exceed one million eight hundred seventy-six thousand sixty-one dollars and eighty cents ($1,876,061.80).

2. Change Order No. 1 is hereby incorporated into the Agreement as an Addendum.

B. Remainder.

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

C. Effective Date.

The foregoing amendments shall be effective as of the date of final execution by the parties.

IN WITNESS WHEREOF, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this ___day of_____, 2026.

_____
Notary Public

Rogers Group, Inc.

By: _____

Its: _____

Date: _____

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

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Rogers Group, Inc., is signed to the foregoing instrument, and who is known to me, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

_____
Notary Public

RESOLUTION NO. 2026-408-R

AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH MULLINS, LLC

WHEREAS, pursuant to Resolution No. 2026-200-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Mullins, LLC (herein "Mullins") for professional services necessary for the surveying and design of the Greenway Trail extension along Town Madison Boulevard and Graphics Drive (the "Project"); and

WHEREAS, the original agreement was entered for an amount not to exceed ninety-three thousand five hundred dollars ($93,500.00); and

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

WHEREAS, the original plan preparation must be revised to meet federal funding requirements applicable to the City's grant application, and Mullins, LLC has submitted Revised Change Order 01, dated September 25, 2026, in accordance with the terms of the Agreement, the parties desire to amend the Agreement to increase the design fee to one hundred fourteen thousand five hundred dollars ($114,500.00), representing an increase of twenty-one thousand dollars ($21,000.00);

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Mullins, LLC, for revised design and planning services related to the Greenway Trail Extension along Town Madison Boulevard and Graphics Drive, said Amendment to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment to Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Mullins, LLC, in an additional amount not to exceed twenty-one thousand dollars ($21,000.00) in accordance with the terms of the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT DESIGN
SURVEYING, LANDSCAPE ARCHITECTURE
2101 West Clinton Avenue, Suite 503, Huntsville, AL 35805
(256) 690-5312

September 25, 2026

City of Madison
Attn: Michael L. Johnson, P.E., CFM
City Engineer
100 Hughes Road
Madison, AL 35758

Subject: REVISED – CHANGE ORDER 01 - Proposal for Surveying and Design Services for the Greenway Trail Project beginning at Town Madison Boulevard at Rampart Street along Town Madison Boulevard and Graphics Drive to Duluth Trading Company Store on Graphics Drive

Dear Mr. Johnson,

This REVISED Proposal outlines the project scope, methodology, timeline, and budget for the surveying and design of the new Greenway trail segment ultimately connecting Toyota Field to the Duluth Trading Company store. The trail length is estimated at approximately 0.85 miles based on preliminary route analysis, providing a safe, multi-use path for pedestrians, cyclists, and recreational users.

1. Project Overview

The proposed Greenway trail will extend from approximately the Town Madison Boulevard and Rampart Street junction westward along the North side of Town Madison Boulevard and Graphics Drive and terminate into the existing path near the existing Duluth Trading Company store.

2. Scope of Work

Our services will encompass comprehensive surveying and design phases, divided into the following key components:

2.1 Surveying

- **Topographic Survey:** Conduct a detailed topographic survey of the 1.0-mile route, including elevation data, existing utilities, drainage patterns, vegetation, etc.
- **Boundary and Right-of-Way Survey:** Identify property boundaries, easements, and any encroachments along Town Madison Boulevard and Graphics Drive. Coordinate with adjacent landowners (e.g., Town Madison developers) to secure necessary permissions.
- **Utility Locates and Coordination:** Map underground and overhead utilities, coordinating with Alabama One Call and local providers to avoid conflicts.

2.2 Design

The design will adhere to Singing River Trail guidelines ensuring consistency with the regional system. Primary design elements include:

- **Trail Configuration:** A shared-use path with a standard width of 8 to 10 feet.
- **Surface Materials:** Paved with concrete for durability and all-weather use, meeting ADA requirements.

- **Accessibility Standards:** Full ADA compliance. Running slopes of a 5% maximum will be held where achievable. In areas where this cannot be achieved, ADA standards will apply. Additionally, maximum cross slopes of 2% and resting areas every 300 feet will be included. Curb ramps, detectable warning surfaces, and clear widths of at least 5 feet will be integrated at crossings.
- **ALDOT Standards:** This project will adhere to any applicable ALDOT regulations and design standards.

The design will include preliminary and final plans, specifications, and construction documents suitable for bidding and permitting.

2.3 Railroad Design and Coordination – Norfolk Southern Railroad

The project corridor is in proximity to facilities owned and operated by Norfolk Southern Railroad (NSRR). As such, coordination with NSRR will be required to ensure compliance with railroad engineering standards, safety requirements, and review procedures.

Services associated with railroad coordination will include the following:

- **Railroad Coordination:** Coordinate with Norfolk Southern Railroad representatives to establish project requirements, review processes, and applicable design criteria for improvements located within or adjacent to railroad right-of-way or influence areas.
- **Design Compliance:** Prepare design elements affecting railroad property in accordance with current Norfolk Southern design guidelines, clearance requirements, and applicable industry standards. This may include horizontal and vertical clearances, drainage considerations, grading limits, and protection measures near railroad operations.
- **Permitting Support:** Assist the City in coordinating railroad agreements or permits required for construction activities near railroad property; however, application fees, railroad review fees, flagging services, insurance requirements, and construction-phase coordination are excluded unless specifically authorized as an additional service.

2.4 ADEM/NPDES Permitting

This scope includes preparation/submittal of the Notice of Intent to the Alabama Department of Environmental Management (ADEM), inspections and reporting on a minimum monthly basis, and proper paperwork required for termination of the NPDES permit.

Permit Issuance/Submittal

- This does not include ADEM's application fee of $1,385.00. The permittee will pay the fee electronically to ADEM. Mullins is not liable for any fees associated with ADEM's review process for submittals or monetary fines to ADEM associated with Consent or Lateral Orders.

Site Inspections

The reports associated with NPDES compliance are to be submitted to ADEM upon termination and made available to ADEM inspectors.

The comprehensive site inspections required by this permit must be performed by a qualified credentialed inspector, qualified credentialed professional, or a person under the direct supervision of a qualified credentialed professional. These inspections are to ensure that effective Best Management Practices are properly designed, implemented and consistently maintained.

The NPDES permit requires that complete and comprehensive inspections be performed as follows.

- A minimum of once a month.
- Following any precipitation (rainfall event) of 0.75 inches or greater in any 24-hour period since the last

inspection, commencing as promptly as possible, but no later than 48-hours after resuming or continuing active construction or disturbance, but no later 72-hours following the qualifying precipitation event. If no qualifying precipitation event occurs, the required monthly inspection will be conducted during the last week of each month.

- At least once a week or as often as necessary for all active disturbance, dredging, excavation, work, or construction undertaken or located within the banks of a waterbody.
- As often as is necessary, until any non-compliant BMP's, discharges, or any deficiencies observed during a prior inspection are corrected and documented as being in compliance with the ADEM requirements.

If ADEM Site Inspections are required for a period longer than the included in this proposal, then additional cost will be invoiced based on the monthly fee above.

Permit Closeout

It should be noted that in order to terminate the NPDES permit, a request for termination, prepared by and certified by a Qualified Credentialed Professional, must be submitted to ADEM confirming that stormwater discharges associated with the construction activity have been achieved, permanent vegetation has been established, or the operator no longer has control of the site.

3. Budget Estimate

We propose a lump-sum fee of $93,500 for the 0.85-mile trail design, including all surveying, design, management, labor, equipment, and deliverables.

Category	Original Cost	Revised Cost
Surveying	$20,000	$20,000
Design Services	$50,000	$73,000
Norfolk Southern Design/Permitting	$18,500 (Optional)	$18,500
Project Management & Contingencies	$5,000	$0
ADEM/NPDES Permitting	$0	$3000
Total	**$93,500**	**$114,500**

4. Bidding Process

Upon completion of the design phase, Mullins LLC will provide comprehensive bid documents, including detailed plans, specifications, and quantity estimates, to facilitate a competitive bidding process for construction. We recommend the City issue an Invitation to Bid (ITB) through public advertisement in accordance with Alabama state procurement laws (e.g., Alabama Code §39-2-2), targeting qualified contractors experienced in trail and infrastructure projects.

5. Exclusions

The following services are not included in the scope of this proposal unless specifically requested and authorized by the City as an additional service:

- **Geotechnical Engineering Services:** Subsurface investigations, soil borings, laboratory testing, geotechnical analysis, and foundation or pavement design recommendations.
- **Norfolk Southern:** flagging costs, insurance requirements, construction coordination services, and railroad construction engineering or inspection services.
- **Environmental Engineering Services and/or Permitting:** Any/all environmental services or permitting required as part of this project or required for approvals.

- **Material Testing:** Any/all material testing

Thank you again for the opportunity. Please let me know if you have any questions or would like to schedule a quick call.

Sincerely,
Mullins LLC



Jeff Mullins, P.E.
Managing Member

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2026-200-R, the City Council of the City of Madison, Alabama, authorized the City's entry into a Professional Services Agreement ("Agreement") with Consultant for professional surveying and design services of the Greenway Trail extension along Town Madison Boulevard and Graphics Drive; and

WHEREAS, the City has requested additional work to include a detailed cost estimate which is required for submission of the Rebuild Alabama Grant, and such work will require additional funds pursuant to the Agreement, which is described in the change order request dated September 25, 2026, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of twenty-one thousand dollars ($21,000.00) to cover additional expenses described in Exhibit A.

B. Remainder.

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

C. Effective Date.

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

Mullins, LLC

By: _____
Signature

_____
Print name

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

RESOLUTION NO. 2026-412-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OMI, INC. FOR INCLINOMETER MONITORING OF PROJECT 17-030, THE SOUTHEAST BRIDGE SLOPE OF HUGHES ROAD

WHEREAS, the City of Madison, Alabama (the "City"), desires to obtain professional services for inclinometer monitoring of the southeast bridge slope of Hughes Road, or Project 17-030;

NOW, THEREFORE, 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 OMI, Inc., for the inclinometer monitoring of Project 17-030, 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 issue payment to OMI, Inc., in accordance to the terms in the Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____
Maura Wroblewski, President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "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 (the "City"), and OMI, Inc., an Alabama corporation located at 5151A Research Drive NW, Suite A, Huntsville, Alabama 35805 (the "Consultant"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Madison, Alabama (the "City") desires to obtain professional services for inclinometer monitoring of Project 17-030 the Southeast Bridge Slope of Hughes Road;

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

WHEREAS, OMI, Inc. (the "Consultant") is an experienced and qualified provider of the services required and is capable of providing the same in a professional and timely manner; and

WHEREAS, the services to be provided by the Consultant constitute professional services under the Alabama Competitive Bid Law, ALA. CODE § 41-16-50 et seq., and are therefore exempt from the competitive bidding requirements set forth therein; and

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

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

Section 1. Scope of Work.

The Consultant will provide the services described in the Consultant's proposal, attached as Exhibit A and incorporated herein by reference (the "Work"), and shall complete the Work in accordance with the terms set forth therein.

The 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. The 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. The 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.

Throughout the term of this Agreement, the Consultant shall provide the City reasonable and meaningful access via telephone and e-mail to the Consultant's principals for the purpose of fulfilling the Agreement. Any and all information provided to the Consultant by the 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. The Consultant will not develop such original information unless specifically included in Exhibit A.

Section 2. Compensation.

The total compensation for services rendered by the Consultant pursuant to this Agreement. shall be an amount not to exceed **Thirty-Three Thousand Six Hundred Eighty-Seven Dollars ($33,687.00)**, payable on a monthly basis as services are rendered and invoiced to the City. The Consultant is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the City, terms net thirty (30) days from the date of receipt. All fees and expenses related to the Consultant's

performance are included in the total compensation set forth in this Agreement, and the Consultant shall not be compensated for any additional expenses. All taxes applicable to payments made to the Consultant under this Agreement shall be the sole responsibility, obligation, and liability of the Consultant. Payment of the compensation set forth in herein shall vest in the City complete and irrevocable ownership of all paid-for deliverables created by the Consultant, and the City shall be perpetually vested with full usage rights to the same.

Section 3. Commencement; Term.

This Agreement shall become effective as of the date it has been duly executed by the authorized representatives of each Party. Where the Parties execute this Agreement on different dates, the date of the latest signature shall constitute the effective date hereof. This Agreement shall expire upon the City's acknowledgement of the Consultant's fulfillment of the terms of the Work as described herein.

Section 4. Additional Services.

In the event that the Consultant determines that additional services are necessary, the Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide any additional services until the Consultant receives written authorization of the City. Any additional services will be performed according to the Consultant's usual and customary rates as set forth in Exhibit A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

Section 5. Indemnification.

To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the City, its officials, employees, agents, and representatives from and against any and all claims, suits, injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent acts, errors, omissions, willful misconduct, or bad faith of the Consultant, its employees, agents, subcontractors, or representatives in connection with the performance of this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless the Consultant, its employees, agents, and representatives from and against any and all claims, suits, injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the willful malfeasance, bad faith, or gross negligence on the part of the City or its individual officials, employees, agents, or representatives in connection with the performance of this Agreement.

Section 6. Insurance.

The Consultant shall maintain and keep in full force and effect, at all times during the term of this Agreement and any extensions thereof, the following insurance coverage. All insurance policies required of the Consultant under this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. The Consultant shall name the City, and its officials, employees, agents, and representatives, as additional insureds under all policies described below, except workers' compensation and professional liability insurance, and shall provide endorsements evidencing such coverage upon the City's request.

A. Commercial General Liability Insurance, including coverage for the Consultant's officers, agents, and employees, with limits of not less than:
   i. Two million dollars ($2,000,000.00) per occurrence and in the aggregate for bodily injury and property damage;
   ii. Two million dollars ($2,000,000.00) Products/Completed Operations Aggregate; and
   iii. One million dollars ($1,000,000.00) Personal and Advertising Injury, combined single limit or equivalent;

B. Automobile Liability Insurance, covering owned and rented vehicles operated by the Consultant, with limits of not less than one million dollars ($1,000,000.00) combined single limit and aggregate for bodily injury and property damage;

C. Workers' Compensation Insurance, with limits of not less than one million dollars ($1,000,000.00);

D. Umbrella/Excess Liability Insurance, with limits of not less than one million dollars ($1,000,000.00); and

E. Professional Liability Insurance, covering the Consultant's negligent acts, errors, and omissions in the performance of professional services, with limits of not less than one million dollars ($1,000,000.00) per claim and two million dollars ($2,000,000.00) in the aggregate.

The Consultant shall promptly file certificates evidencing all coverage required hereunder with the City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide that the policy may not be cancelled or non-renewed by the insurer until at least thirty (30) days after the insurer has given written notice to the City in accordance with the notice provision in this Agreement. The insurance required under this Section shall be primary to, and shall not require contribution from, any insurance or self-insurance maintained by the City. Any insurance or self-insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it. The Consultant shall require its insurance carriers, with respect to all insurance policies required under this Section, to waive all rights of subrogation against the City, its officials, employees, agents, and representatives.

Section 7. Termination.

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

Section 8. Force Majeure.

If performance of any term or provision of this Agreement is delayed or prevented due to compliance with any law, decree, or order of any governmental agency or authority (whether federal, state, or local), or due to riots, war, public disturbances, strikes, lockouts, labor disputes, fires, floods, acts of God, or any other cause beyond the reasonable control of the affected Party that such Party is unable to prevent through the exercise of reasonable diligence, the affected Party may, at its option and without liability, suspend performance of its obligations under this Agreement for the duration of such event**.**

Section 9. Independent Contractor Relationship.

The Parties mutually understand, agree, and intend that this Agreement establishes an independent contractor relationship. Employees of the Consultant shall not be deemed employees of the City, and employees of the City shall not be deemed employees of the Consultant.

Section 10. Entire Agreement; Waiver.

This Agreement constitutes the entire Agreement between the Parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. This Agreement supersedes all other agreements between the Parties. 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 the Consultant and the City. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right of such Party to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Section 11. Notices.

All notices, requests, and communications required or permitted under this Agreement 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: Director of Engineering
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

If to the Consultant:

OMI, Inc.
5151A Research Dr. NW, Suite A
Huntsville, AL 35805

Section 12. Alabama Immigration Law Compliance.

The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). 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.

Section 13. Miscellaneous Provisions.

A. *Order of Precedence.* 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.

B. *Governing Law.* This Agreement shall be governed by the laws of the State of Alabama. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Madison, Alabama, and the Parties consent to the personal jurisdiction of such courts.

C. *Compliance with Laws.* The Consultant agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to those governing environmental protection, permitting, workplace safety, and labor standards. The Consultant shall obtain, at its own expense, all permits, licenses, and approvals required to perform the services described herein, unless otherwise expressly provided in this Agreement.

D. *Assignment.* Neither Party may assign or transfer this Agreement or any part thereof without the express, written consent of the other Party.

E. *Third Party Beneficiaries.* Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

G. *Headings/Captions.* 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.

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

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

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 CONSULTANT:
OMI, INC.
An Alabama corporation.

By: _____

Printed: _____

Its: _____

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____, of OMI, 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 or she, 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: _____

June 29, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

ATTN: Ms. Michelle Dunson

SUBJECT: Proposal for Continued Inclinometer Monitoring
Hughes Road Railroad Overpass Embankment
Madison, Alabama
OMI Proposal No. P.8127.G.2

To Whom It May Concern:

OMI, Inc. is pleased to present this proposal for continued monitoring of the Hughes Road railroad overpass embankment slope. This proposal is for the continuation of the previously established program of regular inclinometer readings and review of surface conditions. This proposal describes the project information and presents a planned scope of work, fee consideration, and a schedule for performing the work.

PROJECT INFORMATION

In 2013, OMI was contracted to perform a geotechnical study and install two inclinometer pipes beside the northbound lane of Hughes Road, on the northeast side of the embankment to the south of the railroad overpass. The results of that initial study were included in the report for OMI Job No. 6722, January 6, 2014. OMI did not find evidence of slope failure or continued rapid movement and recommended additional monitoring of the slope. We performed additional monitoring and provided updated reports in 2016, 2019, 2021, and 2024. Small, mostly negligible slope movements were measured during the two-to-three- year monitoring intervals. The surface asphalt pavement has continued during that time, however. The current state of road deformation in that area was described in our report of September 30, 2024.

Subsequent to a conversation between representatives of OMI and the City of Madison in October of 2024, OMI was contracted by the City of Madison to install two new inclinometers on the northeast

side of the Hughes Road embankment in the vicinity of the railroad overpass. The OMI report dated June 15, 2026 (OMI Job No. 8127.G.1) also included six intervals of bi-monthly inclinometer readings. OMI understands that the City of Madison wishes to continue the bi-monthly monitoring of the four inclinometers and pavement conditions.

SCOPE OF SERVICES

Provide a yearly program of regular inclinometer monitoring.

OMI proposes to continue bi-monthly data collection from each of the four existing inclinometer pipes. Six readings will be obtained from each inclinometer and will be compared with earlier readings. Additionally, OMI will review and take photos of the pavement conditions along the roadway embankment and review the surface conditions across the northeast embankment slope for indications of a slope failure. At the end of the one-year data collection period, OMI will issue a report of the findings and recommendations.

OMI will notify the City of Madison immediately if any indications of an incipient failure are identified. Findings of incipient slope failure may require a separate contract between the City and OMI to deal with slope-failure analyses and mitigation actions or development of a design for repair.

COST ESTIMATE AND SCHEDULE

OMI, Inc., can provide these services for a total fee of $33,687.00. In order to maintain the previously established bi-monthly data collection frequency, our first data collection event would be in early August 2026. Subsequent data collection trips would take place in October 2026, December 2026, February 2027, April 2027, and June 2027. We anticipate the final report can be provided about one to two weeks following the final data collection trip. Other services which are required or requested will be performed in accordance with our standard Fee Schedule. Naturally, additional work will not be performed without proper authorization.

AUTHORIZATION

To authorize OMI, Inc., to provide these services, please execute and return the attached Work Authorization Sheet or issue a purchase order. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this proposal.

* * * * * *

OMI, Inc., appreciates the opportunity to provide this proposal for services to The City of Madison. Please direct any questions regarding this proposal to the undersigned.

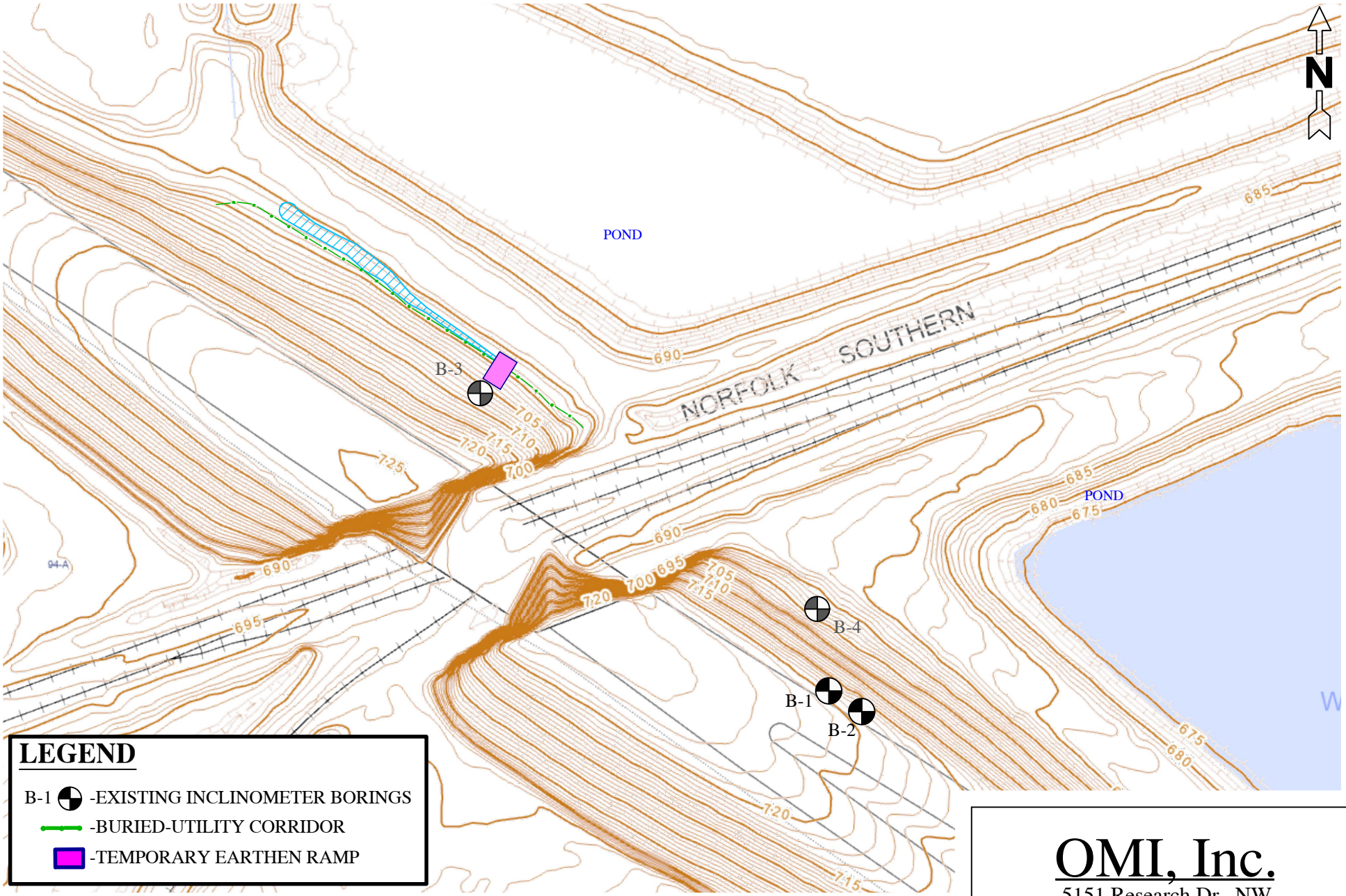
Respectfully submitted,
OMI, Inc.

Tyler A. White, P. E.
Geotechnical Engineer

Keith J. Mandel, P. E.
Principal Engineer

Distribution via email to: michelle.dunson@madisonal.gov

Attachments: Inclinometer Location Plan
General Conditions
Work Authorization Sheet
Property Access Authorization



NOTE: BASEMAP OBTAINED FROM HUNTSVILLE INTERACTIVE MAPS

JOB NAME:
HUGHES RD INCLINOMETER MONITORING
MADISON, ALABAMA

BORING LOCATION MAP

DRAWING NO: 8127.G.2

JOB N0: 8127.G.2
DATE: 05/07/2026
SCALE:1"=100'
DRAWN BY: AGH

OMI, Inc.
5151 Research Dr. NW
Huntsville, AL 35805
PH: (256) 837-7664 FAX (256)837-7677

WORK AUTHORIZATION SHEET

The Terms and Conditions of OMI Proposal No. P.8127.G.2, dated June 29, 2026, including the General Conditions, are accepted this _____ day of _____, 2026, by:

_____
Print or Type individual, firm, or corporate body name

_____
Signature of authorized representative

_____
Print or Type name of authorized representative and title

PAYMENT OF CHARGES (Charge the invoice to the account of):

FIRM: _____

ADDRESS: _____

City: _____State:____ Zip Code: _____ Phone No._____

ATTN: _____TITLE: _____

EMAIL_____

APPROVAL OF CHARGES (If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice):

FIRM: _____

ADDRESS: _____

City: _____State:____ Zip Code: _____ Phone No._____

ATTN: _____TITLE: _____

PROPERTY OWNER (If other than above):

NAME: _____

ADDRESS: _____

City: _____State:____ Zip Code: _____ Phone No._____

ATTN: _____TITLE: _____

SPECIAL INSTRUCTIONS_____

PROPERTY ACCESS

Date: _____

FACILITY OWNER

Facility Name: _____

_____

Facility Location: _____

_____

Authorized Representative: _____

I, _____, authorize OMI, Inc., and its personnel access to the above referenced property for the purpose of conducting a Geotechnical Engineering Study and Subsurface Exploration. Furthermore, I hereby waive any claim against and hold harmless OMI, Inc. and its employees from any liability or loss which may result from the discovery and report of any adverse environmental conditions identified at the above referenced site.

_____ _____

Signature of authorized representative Title

RESOLUTION NO. 2026-429-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH WHITWORTH CONCRETE WORKS, LLC FOR PROJECT NO. 27-005

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Whitworth Concrete Works, LLC, for the removal of the grass center and installation of stamped concrete center at the Balch and Gillespie Roundabout Center Island, said agreement 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 payment have been satisfied, the Finance Director is hereby authorized to issue payment to Whitworth Concrete Works, LLC, in accordance with the amount(s) and terms authorized in the Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT for contractor services (the "Agreement") is made by and between the City of Madison, Alabama, an Alabama municipal corporation (the "City" or "Owner"), and Whitworth Concrete Works, LLC, an Alabama limited liability company (the "Contractor"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the City of Madison, Alabama (the "City") desires to implement Project No. 27-005 by installing stamped concrete at the center of the roundabout at Balch and Gillespie; and

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

WHEREAS, Whitworth Concrete Works, LLC (the "Contractor"), is an experienced and qualified provider of the services required and is capable of providing the same in a professional and timely manner; and

WHEREAS, the services to be provided by the Contractor constitute professional services under the Alabama Competitive Bid Law, ALA. CODE § 41-16-50 et seq., and are therefore exempt from the competitive bidding requirements set forth therein; and

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

WITNESSETH:

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

Section 1. Scope of Work.

In consideration of the payment to be made by the Owner as hereinafter provided, the Contractor agrees to provide the services described in the Contractor's proposal, attached as Exhibit A and incorporated herein by reference (the "Work"), and shall complete the Work in accordance with the terms set forth therein.

Section 2. Compensation.

For the above-described work as and when satisfactorily performed, the Owner agrees to pay the Contractor a total sum not to exceed **Sixty-One Thousand Six Hundred Dollars ($61,600.00)**. Contractor is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the Owner, terms net thirty (30) days from the date of receipt. The Owner will withhold ten percent (10%) retainage until final acceptance of the Work. The Contractor will furnish the Owner with partial lien waivers on the Owner's forms with each draw request. The Owner will pay the remaining amount to the Contractor only after the Owner has inspected and accepted all work to be completed and upon the receipt of a final invoice from the Contractor, terms net thirty (30) days. Prior to release of retainage, the Contractor will furnish the Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from the Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

Section 3. Commencement & Term.

This Agreement shall become effective as of the date it has been duly executed by the authorized representatives of each Party. Where the Parties execute this Agreement on different dates, the date of the latest signature shall constitute the effective date hereof. This Agreement shall expire one year after the effective date of this Agreement, or upon the Owner's acknowledgement of the Contractor's fulfillment of the terms of the Work as described herein.

Section 4. Additional Services.

The 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 the Owner, and the Owner shall not be held liable to the Contractor for any extra work, alterations or changes furnished without such written order. No officer, employee, or agent of the Owner has any authority to direct any extra work alterations or changes by oral order.

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, the Contractor shall be entitled to payment only for services rendered as of the date of termination, and the Owner shall be entitled to receive only that work product created by the Contractor as of the date of 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 the 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 the 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 the Owner and shall otherwise be reimbursed by the Contractor and its surety.

Section 6. Time of the Essence.

Time is of the essence in the Contractor's performance of its work. The Contractor shall perform in in strict accordance with any timeline or schedule detailed in Exhibit A or furnished by the Owner. The schedule may be updated or revised by the Owner, and the Contractor shall perform accordingly. Should the 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 the Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

Section 7. Subcontractors.

The 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, the Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. The 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.

Section 8. Work Conditions.

All construction and work performed hereunder by the Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. The Contractor shall, at the 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. The 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.

Section 9. Owner Suspension of Work.

The 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, the Owner shall not be liable for unearned anticipated profit on the Work not performed as of the termination date, nor shall the Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

Section 10. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor shall obtain, at its own expense, all permits, licenses, and approvals required to perform the services described herein, unless otherwise expressly provided in this Agreement.

A. *Wage and Labor Laws.* The 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. The 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.

B. *Occupational Safety & Health Act of 1970*. The Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. The Contractor shall defend, indemnify and hold the Owner harmless from any claims or charges of any kind by reason of the 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. The Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

C. Immigration Law Compliance. The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). 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 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.

The Contractor hereby represents, warrants and covenants to the Owner as follows: The 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 the 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.

Section 11. 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 the Owner, or any of the Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

Section 12. Insurance & Indemnification.

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

Section 13. Governing Law & Dispute Resolution.

This Agreement shall be governed by the laws of the State of Alabama. All claims, disputes, and any other matters in question between the 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.

Section 14. 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. This Agreement supersedes all other agreements between the Parties. 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 the Contractor and the Owner. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right of such Party to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Section 15. Notices.

All notices, requests, and communications required or permitted under this Agreement 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: Director of Engineering
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

All notices to the Contractor shall be addressed as follows:

Whitworth Concrete Works, LLC
515 ST. Clair Lane
Huntsville, Alabama 35811

Section 16. Miscellaneous Provisions.

A. *Open Trade.* The 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.

B. *Order of Precedence.* 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.

C. *Assignment.* Neither Party may assign or transfer this Agreement or any part thereof without the express, written consent of the other Party.

D. *Third Party Beneficiaries.* Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

F. *Headings/Captions.* 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.

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

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

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY ACKNOWLEDGMENT

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
My Commission Expires: _____

FOR THE CONTRACTOR:
WHITWORTH CONCRETE WORKS, LLC
An Alabama limited liability company.

_____

By: _____

Its: _____

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF MADISON)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Whitworth Concrete Works, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, 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 _____ 2026.

_____

Notary Public
My Commission Expires: _____

Whitworth Concrete Works, LLC

256.714.7755
whitworth17@yahoo.com

Date	Quote #
10/7/2026	235

Name / Address
City of Madison *JOB: Balch and Gillespie* *Email: kyle.macomber@madisonal.gov*

Description	Qty	Cost	Total
Concrete Material and Labor: Grade, Form and Pour stamped concrete for the center of the roundabout (same pattern as Browns Ferry)	1	*61,600.00*	61,600.00

Contractor Signature _____

Customer Signature _____

Total **$61,600.00**

RESOLUTION NO. 2026-433-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BIG RIVER ELECTRIC INC. LLC TO PERFORM UPGRADES TO THE TRAFFIC SIGNAL AT THE MADISON BOULEVARD AND COUNTY LINE ROAD INTERSECTION

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Big River Electric, LLC, for the rewiring and upgrade of the traffic signal at the Madison Boulevard and County Line Road intersection, said agreement 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 payment have been satisfied, the Finance Director is hereby authorized to issue payment to Big River Electric, LLC, in accordance with the amount(s) and terms authorized in the Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT for contractor services (the "Agreement") is made by and between the City of Madison, Alabama, an Alabama municipal corporation (the "City" or "Owner"), and Big River Electric, Inc., an Alabama corporation (the "Contractor"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the City of Madison, Alabama (the "City") desires to rewire and upgrade the radar detection on the traffic signal at the intersection of Madison Boulevard and County Line Road; and

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

WHEREAS, Big River Electric, Inc. (the "Contractor") is an experienced and qualified provider of the services required and is capable of providing the same in a professional and timely manner; and

WHEREAS, the total value of the services to be provided under this Agreement does not meet or exceed the dollar threshold amount that would otherwise require competitive bidding under the Alabama Public Works Law, ALA. CODE § 39-2-1, et seq., and this Agreement is therefore not subject to the competitive bidding requirements set forth therein; and

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

WITNESSETH:

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

Section 1. Scope of Work.

In consideration of the payment to be made by the Owner as hereinafter provided, the Contractor agrees to provide the services described in the Contractor's proposal, attached as Exhibit A and incorporated herein by reference (the "Work"), and shall complete the Work in accordance with the terms set forth therein.

Section 2. Compensation.

For the above-described work as and when satisfactorily performed, the Owner agrees to pay the Contractor a total sum not to exceed **Sixty Thousand Dollars ($60,000.00)**. The Contractor is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the Owner, terms net thirty (30) days from the date of receipt. The Owner will withhold ten percent (10%) retainage until final acceptance of the Work. The Contractor will furnish the Owner with partial lien waivers on the Owner's forms with each draw request. The Owner will pay the remaining amount to the Contractor only after the Owner has inspected and accepted all work to be completed and upon the receipt of a final invoice from the Contractor, terms net thirty (30) days. Prior to release of retainage, the Contractor will furnish the Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from the Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

Section 3. Commencement & Term.

This Agreement shall become effective as of the date it has been duly executed by the authorized representatives of each Party. Where the Parties execute this Agreement on different dates, the date of the latest signature shall constitute the effective date hereof. This Agreement shall expire one year after the

effective date of this Agreement, or upon the Owner's acknowledgement of the Contractor's fulfillment of the terms of the Work as described herein.

Section 4. Additional Services.

The 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 the Owner, and the Owner shall not be held liable to the Contractor for any extra work, alterations or changes furnished without such written order. No officer, employee, or agent of the Owner has any authority to direct any extra work alterations or changes by oral order.

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, the Contractor shall be entitled to payment only for services rendered as of the date of termination, and the Owner shall be entitled to receive only that work product created by the Contractor as of the date of 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 the 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 the 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 the Owner and shall otherwise be reimbursed by the Contractor and its surety.

Section 6. Time of the Essence.

Time is of the essence in the Contractor's performance of its work. The Contractor shall perform in in strict accordance with any timeline or schedule detailed in Exhibit A or furnished by the Owner. The schedule may be updated or revised by the Owner, and the Contractor shall perform accordingly. Should the 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 the Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

Section 7. Subcontractors.

The 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, the Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. The 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.

Section 8. Work Conditions.

All construction and work performed hereunder by the Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. The Contractor shall, at the 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. The 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.

Section 9. Owner Suspension of Work.

The 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, the Owner shall not be liable for unearned anticipated profit on the Work not performed as of the termination date, nor shall the Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

Section 10. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor shall obtain, at its own expense, all permits, licenses, and approvals required to perform the services described herein, unless otherwise expressly provided in this Agreement.

A. *Wage and Labor Laws.* The 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. The 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.

B. *Occupational Safety & Health Act of 1970*. The Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. The Contractor shall defend, indemnify and hold the Owner harmless from any claims or charges of any kind by reason of the 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. The Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

C. Immigration Law Compliance. The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). 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 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.

The Contractor hereby represents, warrants and covenants to the Owner as follows: The 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 the 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.

Section 11. 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 the Owner, or any of the Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

Section 12. Insurance & Indemnification.

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

Section 13. Governing Law & Dispute Resolution.

This Agreement shall be governed by the laws of the State of Alabama. All claims, disputes, and any other matters in question between the 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.

Section 14. 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. This Agreement supersedes all other agreements between the Parties. 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 the Contractor and the Owner. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right of such Party to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Section 15. Notices.

All notices, requests, and communications required or permitted under this Agreement 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: [Name of Department]
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

All notices to the Contractor shall be addressed as follows:

Big River Electric, Inc.
5945 Highway 72
Killen, Alabama 35645

Section 16. Miscellaneous Provisions.

A. *Open Trade.* The 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.

B. *Order of Precedence.* 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.

C. *Assignment.* Neither Party may assign or transfer this Agreement or any part thereof without the express, written consent of the other Party.

D. *Third Party Beneficiaries.* Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

F. *Headings/Captions.* 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.

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

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

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY ACKNOWLEDGMENT

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
My Commission Expires: _____

FOR THE CONTRACTOR:
BIG RIVER ELECTRIC, INC.,
An Alabama corporation.

_____

By: _____

Its: _____

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Big River Electric, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, 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 _____ 2026.

_____

Notary Public
My Commission Expires: _____

Big River ELECTRIC, Inc.

Date: 10/12/2026
Name: Chase Cosby
Customer:
REF: Project Description: Madison Blvd and County Line Rd

Big River Electric, Inc., would like to submit a base bid in the amount of $***60,000.00*** for the Electrical portion of the above-mentioned project. This price will be for the complete intersection re-wire and radar detection upgrade.

BASE SCOPE

CLARIFICATIONS

- Acceptance of this proposal indicates acceptance of all clarifications and conditions as described below. If a formal contract is required, then these clarifications and conditions are to be incorporated into said contract.
- All work is to be performed Monday through Friday 6am till 4:00 pm. No Saturdays, Sundays, No Holidays, No Night Shift or shift differential is included. In the event any excluded time is necessary it will be covered separately from this quote. A 4-10's schedule will be utilized if mutually agreeable.
- All engineering, drawing services, studies, calculations, commissioning, and fees are excluded.
- No bonding is included.
- No aid to construction, utility deposits or power usage charges are included.
- Big River Electric, Inc. will not be responsible for delays to the schedule, which are not within our contract.

- Once items are installed, they become the property of the owner. Big River Electric, Inc. is not responsible for any damage to installed items caused by others. All repair costs for these items will be covered separately if repairs are necessary.

GENERAL CONDITIONS

1) All applicable taxes are included in our submission. If the project has a tax reduction/abatement certification, it must be provided at the time of issuing the purchase order.
2) The Electrical contractor shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
3) Equipment and materials supplied by the Electrical contractor are warranted only to the extent that the same are warranted by the manufacturer.
4) The Electrical contractor shall not be liable for indirect loss or damage.
5) If a formal contract is required, its' conditions must not deviate from this proposal without our prior approval.

Thank you for the opportunity to quote this project to you. Feel free to contact me with any questions you may have.

Chase Cosby
CELL: (256)810-3026
Big River Electric, Inc.
Chase.cosby@bigriverelectric.net

RESOLUTION NO. 2026-434-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH BIG RIVER ELECTRIC, INC., TO REPLACE THE TRAFFIC SIGNAL POLE AND OVERHEAD LINES AT THE MADISON BOULEVARD AND RESEARCH BOULEVARD INTERSECTION

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Big River Electric, Inc., for the replacement of the traffic signal and overhead lines at the Madison Boulevard and Research Boulevard intersection, said agreement 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 payment have been satisfied, the Finance Director is hereby authorized to issue payment to Big River Electric, Inc., in accordance with the amount(s) and terms authorized in the Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT for contractor services (the "Agreement") is made by and between the City of Madison, Alabama, an Alabama municipal corporation (the "City" or "Owner"), and Big River Electric, Inc., an Alabama corporation (the "Contractor"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the City of Madison, Alabama (the "City") desires to replace the traffic signal pole and overhead lines at the intersection of Madison Boulevard and Research Boulevard; and

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

WHEREAS, Big River Electric, Inc. (the "Contractor") is an experienced and qualified provider of the services required and is capable of providing the same in a professional and timely manner; and

WHEREAS, the total value of the services to be provided under this Agreement does not meet or exceed the dollar threshold amount that would otherwise require competitive bidding under the Alabama Public Works Law, ALA. CODE § 39-2-1, et seq., and this Agreement is therefore not subject to the competitive bidding requirements set forth therein; and

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

WITNESSETH:

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

Section 1. Scope of Work.

In consideration of the payment to be made by the Owner as hereinafter provided, the Contractor agrees to provide the services described in the Contractor's proposal, attached as Exhibit A and incorporated herein by reference (the "Work"), and shall complete the Work in accordance with the terms set forth therein.

Section 2. Compensation.

For the above-described work as and when satisfactorily performed, the Owner agrees to pay the Contractor a total sum not to exceed **Fifteen Thousand Dollars ($15,000.00)**. The Contractor is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the Owner, terms net thirty (30) days from the date of receipt. The Owner will withhold ten percent (10%) retainage until final acceptance of the Work. The Contractor will furnish the Owner with partial lien waivers on the Owner's forms with each draw request. The Owner will pay the remaining amount to the Contractor only after the Owner has inspected and accepted all work to be completed and upon the receipt of a final invoice from the Contractor, terms net thirty (30) days. Prior to release of retainage, the Contractor will furnish the Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from the Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

Section 3. Commencement & Term.

This Agreement shall become effective as of the date it has been duly executed by the authorized representatives of each Party. Where the Parties execute this Agreement on different dates, the date of the latest signature shall constitute the effective date hereof. This Agreement shall expire one year after the

effective date of this Agreement, or upon the Owner's acknowledgement of the Contractor's fulfillment of the terms of the Work as described herein.

Section 4. Additional Services.

The 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 the Owner, and the Owner shall not be held liable to the Contractor for any extra work, alterations or changes furnished without such written order. No officer, employee, or agent of the Owner has any authority to direct any extra work alterations or changes by oral order.

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, the Contractor shall be entitled to payment only for services rendered as of the date of termination, and the Owner shall be entitled to receive only that work product created by the Contractor as of the date of 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 the 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 the 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 the Owner and shall otherwise be reimbursed by the Contractor and its surety.

Section 6. Time of the Essence.

Time is of the essence in the Contractor's performance of its work. The Contractor shall perform in in strict accordance with any timeline or schedule detailed in Exhibit A or furnished by the Owner. The schedule may be updated or revised by the Owner, and the Contractor shall perform accordingly. Should the 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 the Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

Section 7. Subcontractors.

The 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, the Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. The 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.

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All construction and work performed hereunder by the Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. The Contractor shall, at the 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. The 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.

Section 9. Owner Suspension of Work.

The 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, the Owner shall not be liable for unearned anticipated profit on the Work not performed as of the termination date, nor shall the Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

Section 10. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor shall obtain, at its own expense, all permits, licenses, and approvals required to perform the services described herein, unless otherwise expressly provided in this Agreement.

A. *Wage and Labor Laws.* The 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. The 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.

B. *Occupational Safety & Health Act of 1970*. The Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. The Contractor shall defend, indemnify and hold the Owner harmless from any claims or charges of any kind by reason of the 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. The Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

C. Immigration Law Compliance. The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). 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 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.

The Contractor hereby represents, warrants and covenants to the Owner as follows: The 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 the 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.

Section 11. 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 the Owner, or any of the Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

Section 12. Insurance & Indemnification.

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

Section 13. Governing Law & Dispute Resolution.

This Agreement shall be governed by the laws of the State of Alabama. All claims, disputes, and any other matters in question between the 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.

Section 14. 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. This Agreement supersedes all other agreements between the Parties. 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 the Contractor and the Owner. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right of such Party to subsequently enforce and compel strict compliance with every provision of this Agreement. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

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All notices, requests, and communications required or permitted under this Agreement 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: [Name of Department]
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

All notices to the Contractor shall be addressed as follows:

Big River Electric, Inc.
5945 Highway 72
Killen, Alabama 35645

Section 16. Miscellaneous Provisions.

A. *Open Trade.* The 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.

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F. *Headings/Captions.* 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.

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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.

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY ACKNOWLEDGMENT

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
My Commission Expires: _____

FOR THE CONTRACTOR:
BIG RIVER ELECTRIC, INC.,
An Alabama corporation.

_____

By: _____

Its: _____

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF _____)

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Big River Electric, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, 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 _____ 2026.

_____

Notary Public
My Commission Expires: _____

Big River ELECTRIC, Inc.

Date: 10/12/2026
Name: Chase Cosby
Customer:
REF: Project Description: Madison Blvd and Research Blvd

Big River Electric, Inc., would like to submit a base bid in the amount of $***15,000.00*** for the Electrical portion of the above-mentioned project. This price will be for the swap out of the damaged signal pole with one from your yard and overhead cable rework.

BASE SCOPE

CLARIFICATIONS

- Acceptance of this proposal indicates acceptance of all clarifications and conditions as described below. If a formal contract is required, then these clarifications and conditions are to be incorporated into said contract.
- All work is to be performed Monday through Friday 6am till 4:00 pm. No Saturdays, Sundays, No Holidays, No Night Shift or shift differential is included. In the event any excluded time is necessary it will be covered separately from this quote. A 4-10's schedule will be utilized if mutually agreeable.
- All engineering, drawing services, studies, calculations, commissioning, and fees are excluded.
- No bonding is included.
- No aid to construction, utility deposits or power usage charges are included.
- Big River Electric, Inc. will not be responsible for delays to the schedule, which are not within our contract.

- Once items are installed, they become the property of the owner. Big River Electric, Inc. is not responsible for any damage to installed items caused by others. All repair costs for these items will be covered separately if repairs are necessary.

GENERAL CONDITIONS

1) All applicable taxes are included in our submission. If the project has a tax reduction/abatement certification, it must be provided at the time of issuing the purchase order.
2) The Electrical contractor shall not be held liable for errors or omissions in the designs of others, nor inadequacies of materials and equipment specified or supplied by others.
3) Equipment and materials supplied by the Electrical contractor are warranted only to the extent that the same are warranted by the manufacturer.
4) The Electrical contractor shall not be liable for indirect loss or damage.
5) If a formal contract is required, its' conditions must not deviate from this proposal without our prior approval.

Thank you for the opportunity to quote this project to you. Feel free to contact me with any questions you may have.

Chase Cosby
CELL: (256)810-3026
Big River Electric, Inc.
Chase.cosby@bigriverelectric.net

RESOLUTION NO. 2026-435-R

A RESOLUTION AUTHORIZING COMMERCIAL AID-TO-CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Commercial Aid-to-Construction Quote with the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, a municipal corporation, for electrical services at the Wall-Triana Highway and Gooch Lane traffic signal, said agreement to be substantially similar in purpose, intent, and composition to that certain document identified as "Commercial Aid-to-Construction Invoice," 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 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 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

HUNTSVILLE UTILITIES

Commercial Aid-to-Construction Invoice

ELECTRIC DEPARTMENT

(Requires Customer Signature to Begin Construction or Issue Materials)

Developer/Customer Name:

Mailing Address:

Name of Building/Subdivision: CITY OF MADISON

Meter Location: 328 GOOCH LN TRAFFIC

NOTE I: The following steps must be completed before our work will be scheduled:

1. The Aid-to-Construction in this invoice is paid.
2. Acceptance of invoice and conditions by signing and returning this invoice sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
4. For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10′) either side of line].
5. Easement Required: No (if yes, contact Engineering Services for details)

NOTE II: These steps must be completed before your service can be turned on:

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317). **Deposit amount below will be paid at the time service is applied for.**
2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special circumstances.
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

Aid-to-Construction Invoice: $3,959.57

Invoice Order #

Work Order #: E4100

Engineer: Justin Sanders

Date: 10/13/2026

This invoice will remain in effect for 90 days only from the date shown above unless paid within the 90-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction. During the work order closeout process, the actual costs will be compared to this prepared estimate and any amount underpaid or overpaid, as determined by Huntsville Utilities, will be billed and/or refunded according to Huntsville Utilities Policies and Procedures.

Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:

FAX: Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445

Mail: Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805

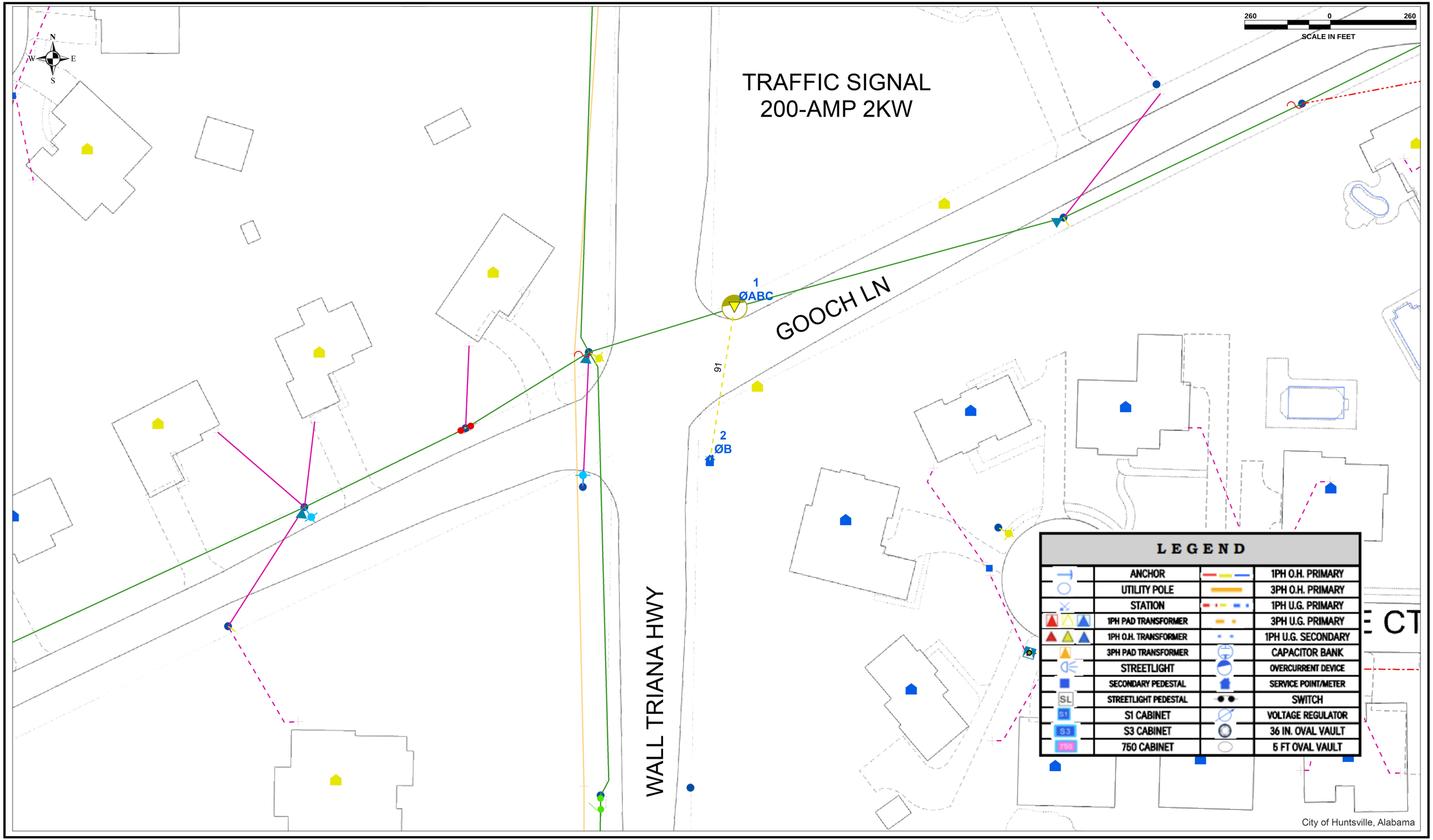
Personal Delivery: Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)

Customer Signature:_____ **Print Name:**_____ **Date:**_____

Phone Number: _____ **Email:** _____

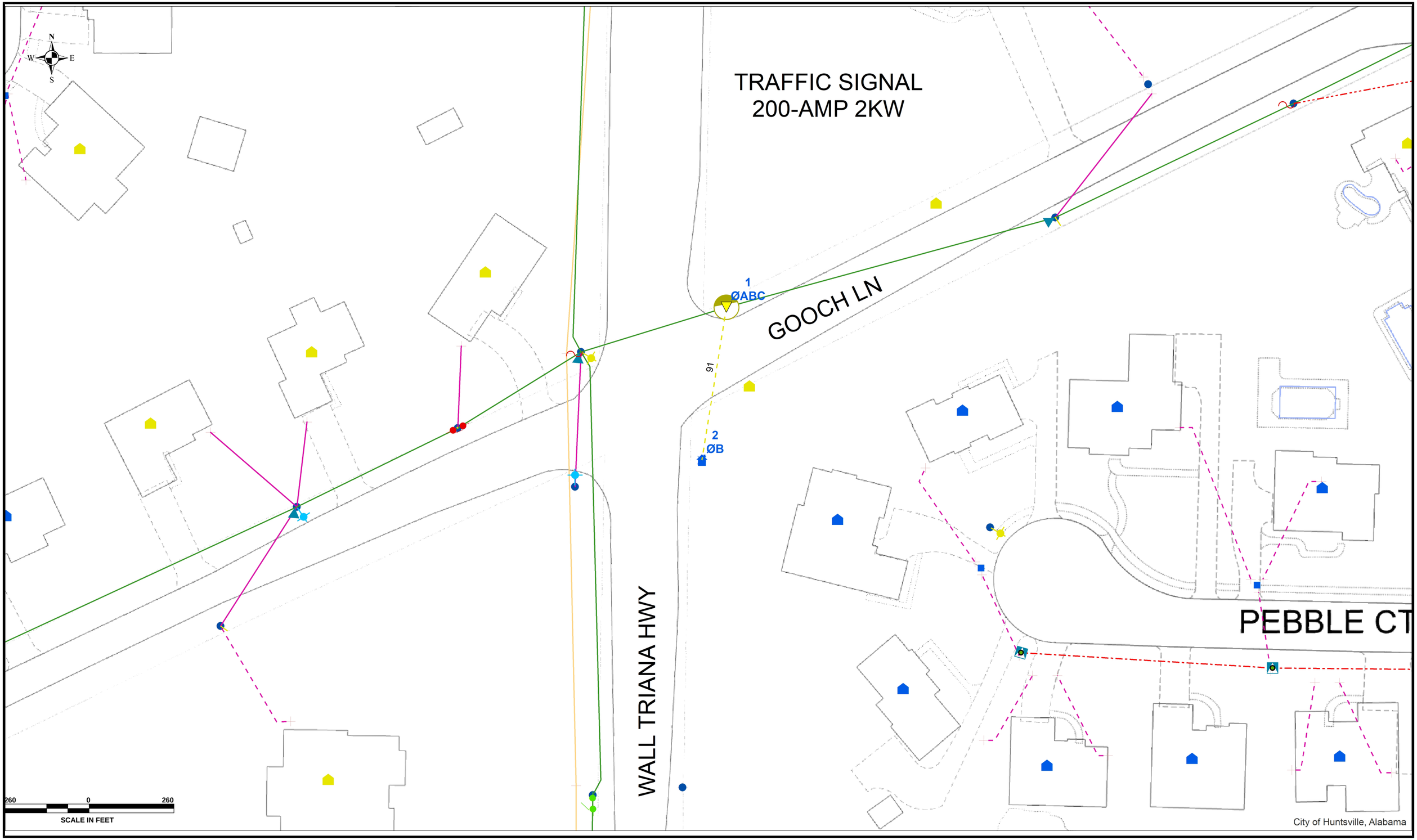
Payment Amount: Date: Check #: Received by:

Name: CITY OF MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 328 GOOCH LN TRAFFIC **Work Order:** E4100



Justin.Sanders **Loan Project:** **Sub/Fdr/Phs:** 490/WAL244/ABC **TRS:** 3S-2W-28 **Staked By:** JUSTIN A SANDERS **Description:** CITY OF MADISON TRAFFIC SIGNAL

Name: CITY OF MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 328 GOOCH LN TRAFFIC **Work Order:** E4100



Justin.Sanders **Loan Project:** **Sub/Fdr/Phs:** 490/WAL244/ABC **TRS:** 3S-2W-28 **Staked By:** JUSTIN A SANDERS **Description:** CITY OF MADISON TRAFFIC SIGNAL

Name: CITY OF MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 328 GOOCH LN TRAFFIC **Work Order:** E4100

Huntsville Utilities
ELECTRICITY • NATURAL GAS • WATER

Area Person:
Office:
Crew:
Phone:
WBS:
Printed Date: 10/13/2026

Description: CITY OF MADISON TRAFFIC SIGNAL
TWP: 3S **RNG:** 2W **SEC:** 28
Staked: JUSTIN A SANDERS
Released: JUSTIN A SANDERS
Reviewed:

Print Image 811.png Here

Comments: SET NEW OH XFMR - CUSTOMER TO BORE NEW UG SVC
Directions:

Station 1: 1 **Backspan To:**

*	QTY / Actual	Assembly	Description	Comment
C	1	E-3IN-WRISE-SVC	RISER,WOOD POLE,CONDUIT,PVC,3",SVC	
C	1	E-4/0T-RISWIR-SVC	CABLE,AL,600V,SEC,TRI,4/0, RISER,SVC	
C	1	E-408065	10KVA,OH,1PH,CONV,DUAL,25/15KV 120/240	
			Company #: _____	
			Serial #: _____	
			KVA: 10	
C	1	E-66SLEEVE-1	SLEEVE,SERVICE,VCSE66,1PH	
C	1	E-CUT_ARR-25K	CUTOUT,100A,25KV,18KV ARR	
C	1	E-FUSE,6K	6K FUSE LINK	
C	1	E-OHXFB-CON1	OHXFB-CON1	
C	1	E-OHXFB-HDW1	OHXFB-HDW1	
C	1	E-OHXFLEAD1	OHXFLEAD1	
C	1	E-OHXFU-CON1	OHXFU-CON1	

Station 2: 2 **Backspan To: 1** **Backspan:** 91

*	QTY / Actual	Assembly	Description	Comment
C	1	E-4/0T-SLK-UGSVC	CABLE,AL,600V,SEC,TRI,4/0, SLACK,UGSVC	
C	91	E-CABLE-4/0TPL	CABLE,AL,600V,SEC,TRI,4/0	
			Number of Lines: 1	
C	1	E-FAXEG,SD,2S,	200AMP,3WIRE,1PH METER	

Name: CITY OF MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 328 GOOCH LN TRAFFIC **Work Order:** E4100

Comments: SET NEW OH XFMR - CUSTOMER TO BORE NEW UG SVC
Directions:

*	Assembly	QTY	Lines	Actual	Calc.
C	E-CABLE-4/0TPLX	91	1	91	91

Assembly Group Summary

Group	Const	Ret	Total
UG Secondary Wire	91	0	91
UG Secondary Wire Calc	91	0	91
UG Secondary Wire Act.	91	0	91
Transformer	1	0	1
Secondary	1	0	1
Meters	1	0	1

Recap

*	Units	Req.
E	E-PD45W3 - POLE,WOOD,45',CLASS 3	1
C	E-3IN-WRISE-SVC - RISER,WOOD POLE,CONDUIT,PVC,3", SVC	1
C	E-4/0T-RISWIR-SVC - CABLE,AL,600V,SEC,TRI,4/0, RISER, SVC	1
C	E-4/0T-SLK-UGSVC - CABLE,AL,600V,SEC,TRI,4/0, SLACK, UGSVC	1
C	E-408065 - 10KVA,OH,1PH,CONV,DUAL,25/15KV 120/240	1
C	E-66SLEEVE-1PH - SLEEVE,SERVICE,VCSE66,1PH	1
C	E-CABLE-4/0TPLX - CABLE,AL,600V,SEC,TRI,4/0	91
C	E-CUT_ARR-25KV - CUTOUT,100A,25KV,18KV ARR	1
C	E-FAXEG,SD,2S,CL200 - 200AMP,3WIRE,1PH METER	1
C	E-FUSE,6K - 6K FUSE LINK	1
C	E-OHXFB-CON1 - OHXFB-CON1	1
C	E-OHXFB-HDW1 - OHXFB-HDW1	1
C	E-OHXFLEAD1 - OHXFLEAD1	1
C	E-OHXFU-CON1 - OHXFU-CON1	1

Foreign Attachments

Owner	Count
ATT	1
Knology	1

Open Fields:
DEPARTMENT: Electric
INSPECTOR:
NOTES:
PERSON RESPONSIBLE: JUSTIN A SANDERS
WORK ORDER CREATED: Oct 13, 2026
PROJECT INITIATION FORM SENT: Oct 13, 2026
CUSTOMER INFO RECEIVED: Oct 13, 2026
DESIGN COMPLETED: Oct 13, 2026

RESOLUTION NO. 2026-436-R

A RESOLUTION AUTHORIZING COMMERCIAL AID-TO-CONSTRUCTION AGREEMENT WITH HUNTSVILLE UTILITIES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Commercial Aid-to-Construction Quote with the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, a municipal corporation, for electrical services at the County Line Road and Royal Drive traffic signal, said agreement to be substantially similar in purpose, intent, and composition to that certain document identified as "Commercial Aid-to-Construction Invoice," 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 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 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

HUNTSVILLE UTILITIES

Commercial Aid-to-Construction Invoice

ELECTRIC DEPARTMENT

(Requires Customer Signature to Begin Construction or Issue Materials)

Developer/Customer Name:

Mailing Address:

Name of Building/Subdivision: CITY OF MADISON

Meter Location: 10471 County Line Road

NOTE I: The following steps must be completed before our work will be scheduled:

1. The Aid-to-Construction in this invoice is paid.
2. Acceptance of invoice and conditions by signing and returning this invoice sheet.
3. For underground line construction, the customer/developer must furnish and install required conduits and concrete transformer pad and must install other required facilities (per Huntsville Utilities specifications) as shown on drawing furnished by Engineering Department.
   For overhead line construction, the developer/customer is required to cut/trim trees per Huntsville Utilities specifications [ten feet (10') either side of line].
4. Easement Required: No (if yes, contact Engineering Services for details)

NOTE II: These steps must be completed before your service can be turned on:

1. Application for service made, security deposit and construction fees paid. (This is addition to any Aid-to-Construction cost.) Load information must be made available to the Electric Engineering Services Department before deposits can be quoted. Contact the Commercial Industrial group in the Customer Service Department (256-535-1317). **Deposit amount below will be paid at the time service is applied for.**
2. Customer must purchase and install a Huntsville Utilities approved meterbase at a location approved by the Huntsville Utilities Engineer. Customer should be aware that many meterbases are UL approved and/or would be approved by the Inspection Department that are NOT on Huntsville Utilities approved meterbase list. Enclosed meter rooms or meter closets are NOT standard and should only be built with prior approval by Huntsville Utilities which will only be granted under special circumstances.
3. Customer's service cables must be pulled after transformer is placed by Huntsville Utilities. Maximum size 500 mcm for single phase transformers and 750 mcm for three phase transformers.
4. Any inspections required by the appropriate Inspection Department must be obtained and delivered to Huntsville Utilities' Operations Department (normally delivered by the Inspection Department).

Aid-to-Construction Invoice: **$3,464.93**

Invoice Order #

Work Order #: E4117

Engineer: Justin Sanders **Date:** 10/14/2026

This invoice will remain in effect for 90 days only from the date shown above unless paid within the 90-day period; wherein, it will remain in effect for a period of 90 days provided the customer is ready for Huntsville Utilities to begin construction. During the work order closeout process, the actual costs will be compared to this prepared estimate and any amount underpaid or overpaid, as determined by Huntsville Utilities, will be billed and/or refunded according to Huntsville Utilities Policies and Procedures.

Signature indicates acceptance to these terms. Please sign and return this form to Huntsville Utilities:

FAX: Sign and FAX to Huntsville Utilities Electric Engineering Services, Attention (Engineer) 256-535-1445

Mail: Sign and mail with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services, PO Box 2048, Huntsville, AL 35805

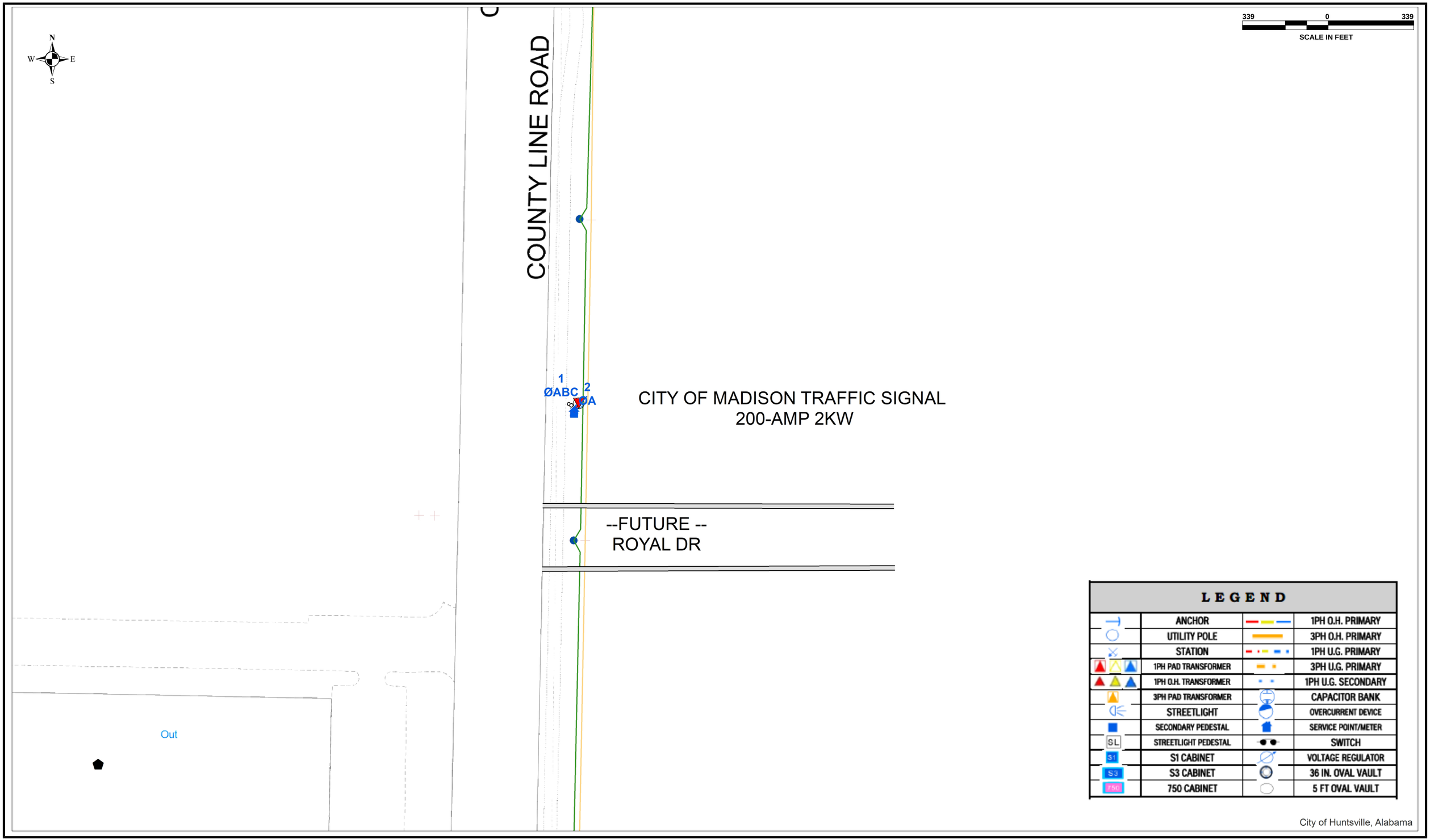
Personal Delivery: Sign and bring with ATC payment (check made to Huntsville Utilities) to Huntsville Utilities Electric Engineering Services at 112 Spragins Street, Huntsville, AL (second floor)

Customer Signature:_____ **Print Name:**_____ **Date:**_____

Phone Number: _____ **Email:** _____

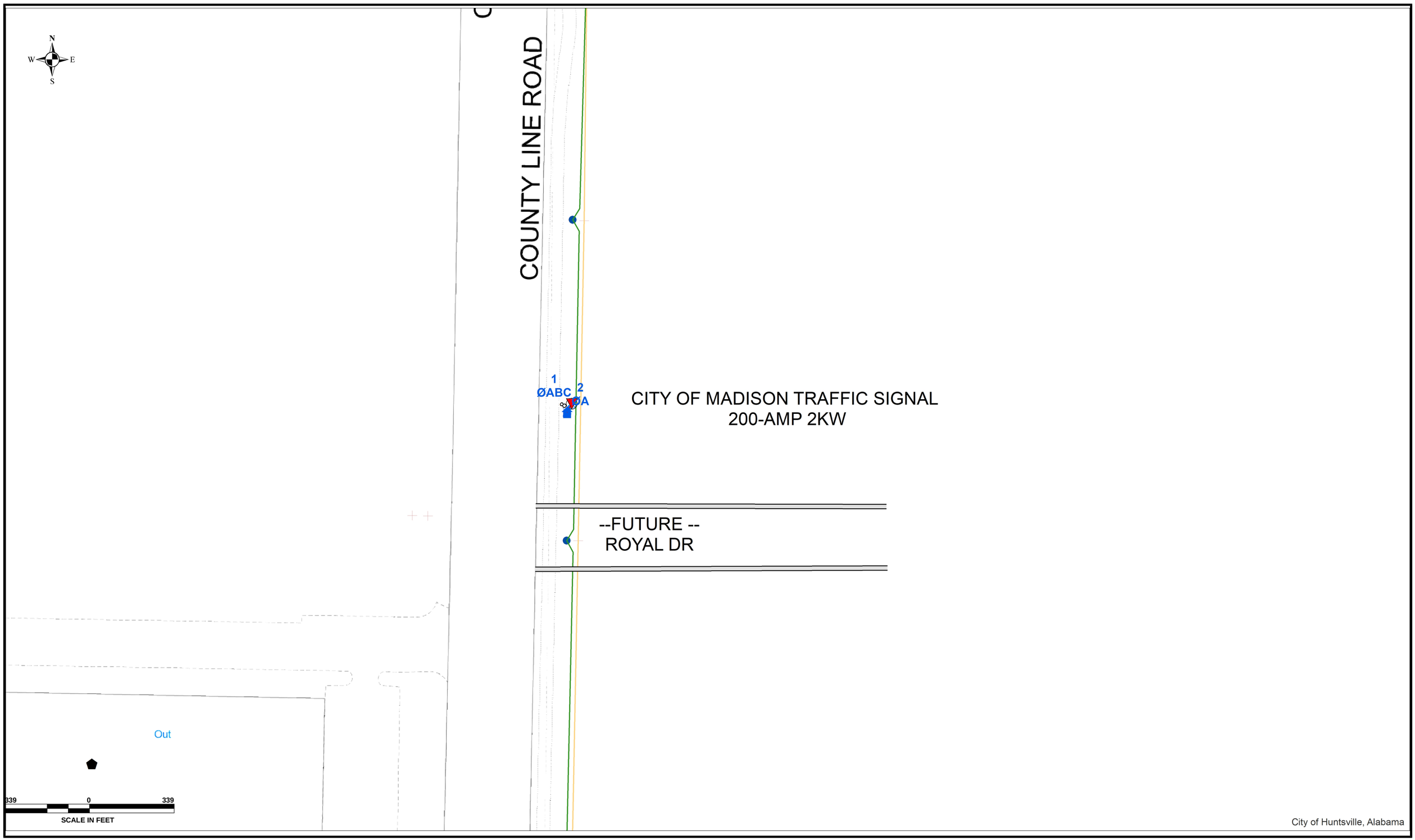
Payment Amount: Date: Check #: Received by:

Name: MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 10471 County Line Road **Work Order:** E4117



Justin.Sanders **Loan Project:** **Sub/Fdr/Phs:** 11/COUL214/ABC **TRS:** 4S-2W-19 **Staked By:** JUSTIN A SANDERS 10/14/2026 **Description:** CITY OF MADISON TRAFFIC SIGNAL

Name: MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 10471 County Line Road **Work Order:** E4117



Justin.Sanders **Loan Project:** **Sub/Fdr/Phs:** 11/COUL214/ABC **TRS:** 4S-2W-19 **Staked By:** JUSTIN A SANDERS 10/14/2026 **Description:** CITY OF MADISON TRAFFIC SIGNAL

Name: MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 10471 County Line Road **Work Order:** E4117

Huntsville Utilities
ELECTRICITY • NATURAL GAS • WATER

Area Person:
Office:
Crew:
Phone:
WBS:
Printed Date: 10/14/2026

Description: CITY OF MADISON TRAFFIC SIGNAL
TWP: 4S **RNG:** 2W **SEC:** 19
Staked: JUSTIN A SANDERS 10/14/2026
Released: JUSTIN A SANDERS
Reviewed:

Print Image 811.png Here

Comments:
Directions:

Station 1: 1 **Backspan To:**

*	QTY / Actual	Assembly	Description	Comment
C	1	E-3IN-CRISE-SVC	RISER, CONCRETE POLE,CONDUIT,PVC,3", SVC	
C	1	E-4/0T-RISWIR-SVC	CABLE,AL,600V,SEC,TRI,4/0, RISER, SVC	
C	1	E-408065	10KVA,OH,1PH,CONV,DUAL,25/15KV 120/240	

Company #: _____
Serial #: _____
KVA: 10

C	1	E-66SLEEVE-1	SLEEVE,SERVICE,VCSE66,1PH	
C	1	E-CUT_ARR-25K	CUTOUT,100A,25KV,18KV ARR	
C	1	E-FUSE,6K,TRAN	6K FUSE LINK, TRANS	
C	1	E-OHXFB-CON2	OHXFB-CON2	
C	1	E-OHXFB-HDW2	OHXFB-HDW2	
C	1	E-OHXFLEAD1	OHXFLEAD1	
C	1	E-OHXFU-CON1	OHXFU-CON1	

C-A-B

Station 2: 2 **Backspan To: 1** **Backspan:** 7

*	QTY / Actual	Assembly	Description	Comment
C	1	E-4/0T-SLK-UGSVC	CABLE,AL,600V,SEC,TRI,4/0, SLACK, UGSVC	
C	7	E-CABLE-4/0TPL	CABLE,AL,600V,SEC,TRI,4/0	

Number of Lines: 1

C	1	E-FAXEG,SD,2S,	200AMP,3WIRE,1PH METER	

Name: MADISON TRAFFIC **Print Area:** WO Boundary **Map Loc:** 10471 County Line Road **Work Order:** E4117

Comments:
Directions:

*	Assembly	QTY	Lines	Actual	Calc.
C	E-CABLE-4/0TPLX	7	1	7	7

Assembly Group Summary

Group	Const	Ret	Total
UG Secondary Wire	7	0	7
UG Secondary Wire Calc	7	0	7
UG Secondary Wire Act.	7	0	7
Transformer	1	0	1
Secondary	1	0	1
Meters	1	0	1

Recap

*	Units	Req.
E	E-PT75C - POLE,CONCRETE,75'	1
C	E-3IN-CRISE-SVC - RISER, CONCRETE POLE,CONDUIT,PVC,3", SVC	1
C	E-4/0T-RISWIR-SVC - CABLE,AL,600V,SEC,TRI,4/0, RISER, SVC	1
C	E-4/0T-SLK-UGSVC - CABLE,AL,600V,SEC,TRI,4/0, SLACK, UGSVC	1
C	E-408065 - 10KVA,OH,1PH,CONV,DUAL,25/15KV 120/240	1
C	E-66SLEEVE-1PH - SLEEVE,SERVICE,VCSE66,1PH	1
C	E-CABLE-4/0TPLX - CABLE,AL,600V,SEC,TRI,4/0	7
C	E-CUT_ARR-25KV - CUTOUT,100A,25KV,18KV ARR	1
C	E-FAXEG,SD,2S,CL200 - 200AMP,3WIRE,1PH METER	1
C	E-FUSE,6K,TRANS - 6K FUSE LINK, TRANS	1
C	E-OHXFB-CON2 - OHXFB-CON2	1
C	E-OHXFB-HDW2 - OHXFB-HDW2	1
C	E-OHXFLEAD1 - OHXFLEAD1	1
C	E-OHXFU-CON1 - OHXFU-CON1	1

Foreign Attachments

Owner	Count
COH Fiber	1

Open Fields:
DEPARTMENT: Electric
INSPECTOR:
NOTES:
PERSON RESPONSIBLE: JUSTIN A SANDERS
WORK ORDER CREATED: Oct 14, 2026
PROJECT INITIATION FORM SENT: Oct 14, 2026
CUSTOMER INFO RECEIVED: Oct 14, 2026
DESIGN COMPLETED: Oct 14, 2026

RESOLUTION NO. 2026-427-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH TRANE U.S., INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Trane U.S., Inc., for the performance of HVAC maintenance services, 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 payment have been satisfied, the Finance Director is hereby authorized to forward payment to Trane U.S., Inc., in the amount(s) and manner authorized by the agreement 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 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and Trane U.S., Inc., 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 perform monitoring, maintenance and remote inspections on one (1) HVAC unit located at the Madison Public Library, which is located at 142 Plaza Boulevard, Madison, AL 35758, as specified in Exhibit A (the "Work") in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor's proposal dated October 8, 2026

2. **Compensation**: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **eight thousand five hundred sixty three dollars and no cents ($8,563.00)**. 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 **three (3) years** 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:
City of Madison 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:
Trane U.S., Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, Alabama 35824

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

TRANE U.S., Inc.
CONTRACTOR

By: * Peggy Dawson

Printed: Peggy Dawson

Its: Contract Administrative Assistant - Southeast Region

Date: 10/20/2026

*NOTE: Subject to your acceptance of Trane Terms and Conditions as referenced in Trane Proposal dated 10/08/2026

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 Trane U.S., 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 and official seal this _____ day of _____ 2026.

_____
Notary Public

Connected Building Service Agreement

Service Proposal For
Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Site Address
Madison Library
142 Plaza Dr
Huntsville, AL 35811

Service Contract Number
8687716A

Proposal ID
8687716

Date: October 08, 2026

Local Trane Office
Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824

Local Trane Representative
Eli Elkins
Cell:
Office: (256) 850-7600



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Confidential and Proprietary Information of Trane U.S. Inc.

Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824
Phone: (256) 850-7600

October 08, 2026

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Site Address:
Madison Library
142 Plaza Dr
Huntsville, AL 35811

ATTENTION:

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

This **Connected Building Service Agreement** from Trane provides a more proactive approach to maintaining and optimizing your building. Using your building's data and Trane's analytics, you'll receive dashboards in Trane Connect™ that help you understand how your building is performing. We can also establish an energy use and cost baseline, because the first step to improvement is knowing where things currently stand.

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance through the use of dashboards and other reports
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights into your building performance
- Understand how HVAC performance impacts your energy profile with utility data assessment
- Remote inspections to enhance performance visibility and schedule on-demand virtual maintenance and troubleshooting as well as having more facts to assess operational decisions and service/maintenance trade-offs

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (FEMP O&M Guide 2010)

EQUIPMENT LIST

Madison Library

The following "Covered Equipment" will be serviced at Madison Library:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E25M18177	

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 1)	3
Mapping and Tuning of Analytics and Data in Cloud (Service 2)	1
Connected Controls - Operating Inspection - Onsite (Service 3)	3
Order SMP (Service 4)	1

Maintenance Months: December / June

REFRIGERANT MANAGEMENT COMPLIANCE

The following Refrigerant Management features will be included:

Standard Agreement
Trane will provide the EPA Standard data to Customer via our Field Report and Refrigerant Activity Report. This option does not include reports supplied in the future. Customer (Owner/Operator) has been made aware that the regulatory responsibility to keep the records remains with them and not the Service Provider (Trane).

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PRICING AND ACCEPTANCE

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Site Address:
Madison Library
142 Plaza Dr
Huntsville, AL 35811

TOTAL PRICE:.....$8,563.00 USD

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice
- Any service not listed is not included
- Work will be performed during normal Trane business hours
- This proposal is valid for 30 days from October 08, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Eli Elkins
Cell:
Office: (256) 850-7600

TARRIFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Eli Elkins
_____ Printed Name	Proposal Date: October 08, 2026 Cell: Office: (256) 850-7600 License Number:
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 3 years, beginning December 1, 2026.
Total Contract Amount: $8,563.00 USD.

Trane Service Agreement

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This Service Agreement consists of the pages beginning with the title page entitled “Connected Building Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	3,895.00	1,947.50	Semi-Annual
Year 2	2,288.00	1,144.00	Semi-Annual
Year 3	2,380.00	1,190.00	Semi-Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning December 1, 2026. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on November 30, 2029, this Agreement shall renew automatically for successive periods of 3 years (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 301 James Record Road, Building 200, Suite 100, Huntsville, AL 35824.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms or Telematics Devices, both as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to per¬form or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing

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Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY.

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers' Compensation	Statutory Limits

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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government**. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual

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is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0326)
Supersedes 1-26.130-7 (0225)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

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9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls- Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    a. Data backups; and
    b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an anual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Connected Controls - Annual Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 2: Mapping and Tuning of Analytics and Data in Cloud
Description

- Mapping and Tuning 001 - Data points are mapped and analytics are tuned to match custom nature of customer's building automation system to maximize value of advanced analytics package.

Service 3: Connected Controls - Operating Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.

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- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Order SMP
Description

- Order SMP

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RESOLUTION NO. 2026-428-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH TRANE U.S., INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Trane U.S., Inc., for the performance of HVAC maintenance services, 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 payment have been satisfied, the Finance Director is hereby authorized to forward payment to Trane U.S., Inc., in the amount(s) and manner authorized by the agreement 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 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of October 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and Trane U.S., Inc., 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 perform monitoring, maintenance and remote inspections, and biannual onsite inspections, on five (5) total HVAC units across various locations as specified in Exhibit A (the "Work") in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor's proposal dated October 8, 2026

2. **Compensation**: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **fifty seven thousand four hundred ninety seven dollars and no cents ($57,497.00)**. 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 **three (3) years** 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:
City of Madison 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:
Trane U.S., Inc.
301 James Record Road.
Building 200, Suite 100
Huntsville, Alabama 35824

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

Trane U.S., Inc.
CONTRACTOR

By: *Peggy Dawson

Printed: Peggy Dawson
Its: Contract Administrative Assistant - Southeast Region

Date: 10/20/2026

*Note: Subject to your acceptance of Trane Terms and Conditions as referenced in Trane Proposal dated 10/08/2026

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 Trane U.S., 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 and official seal this _____ day of _____ 2026.

_____
Notary Public

Connected Building Service Agreement

Service Proposal For

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Sites Included

Madison City Hall
Madison City Public Safety Annex
Madison Community Center
Madison Wellness Center
Public Works Building

Master Agreement

8687716

Proposal ID

8687716

Date: October 08, 2026

Local Trane Office

Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824

Local Trane Representative

Eli Elkins
Cell:
Office: (256) 850-7600



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Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824
Phone: (256) 850-7600

October 08, 2026

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Sites Included:
Refer to the Site Coverage Page

ATTENTION:

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

This **Connected Building Service Agreement** from Trane provides a more proactive approach to maintaining and optimizing your building. Using your building's data and Trane's analytics, you'll receive dashboards in Trane Connect™ that help you understand how your building is performing. We can also establish an energy use and cost baseline, because the first step to improvement is knowing where things currently stand.

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems for remote monitoring, building management and routine maintenance through the use of dashboards and other reports
- Digital Analytics are running 24/7/365, collecting data from your connected equipment and better arming your technician with added insights into your building performance
- Understand how HVAC performance impacts your energy profile with utility data assessment
- Remote inspections to enhance performance visibility and schedule on-demand virtual maintenance and troubleshooting as well as having more facts to assess operational decisions and service/maintenance trade-offs

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (FEMP O&M Guide 2010)

EQUIPMENT LIST

Madison City Hall

The following "Covered Equipment" will be serviced at Madison City Hall:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BM X136516	E21J05809	

Service Description	Quantity Per Term
Order SMP (Service 1)	1
Connected Controls - Annual Inspection - Onsite (Service 2)	3
Mapping and Tuning of Analytics and Data in Cloud (Service 3)	1
Connected Controls - Operating Inspection - Onsite (Service 4)	3

Madison City Public Safety Annex

The following "Covered Equipment" will be serviced at Madison City Public Safety Annex:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E25D63564	

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 2)	3
Mapping and Tuning of Analytics and Data in Cloud (Service 3)	1

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Connected Controls - Operating Inspection - Onsite (Service 4)	3
Order SMP (Service 5)	1

Madison Community Center

The following "Covered Equipment" will be serviced at Madison Community Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E24B06687	
Tracer SC	1	Trane	X136516950	E24B11072	

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 2)	3
Mapping and Tuning of Analytics and Data in Cloud (Service 3)	1
Connected Controls - Operating Inspection - Onsite (Service 4)	3
Order SMP (Service 5)	1

Madison Wellness Center

The following "Covered Equipment" will be serviced at Madison Wellness Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSB001	E18F01025	WELLNESS CENTER SC+

Service Description	Quantity Per Term
Order SMP (Service 1)	1
Connected Controls - Annual Inspection - Onsite (Service 2)	3
Mapping and Tuning of Analytics and Data in Cloud (Service 3)	1
Connected Controls - Operating Inspection - Onsite (Service 4)	3

Public Works Building

The following "Covered Equipment" will be serviced at Public Works Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E23K00941	
Tracer SC	1	Trane	X136516950	E24D07346	

Service Description	Quantity Per Term
Connected Controls - Annual Inspection - Onsite (Service 2)	3
Mapping and Tuning of Analytics and Data in Cloud (Service 3)	1
Connected Controls - Operating Inspection - Onsite (Service 4)	3
Order SMP (Service 5)	1

Maintenance Months: December / June

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SITE COVERAGE

The following Sites are included:

Madison City Hall	100 Hughes Rd, Madison, AL 35758
Madison City Public Safety Annex	230 Business Park Boulevard, Madison, AL 35758
Madison Community Center	1329 Browns Ferry Road, Madison, AL 35758
Madison Wellness Center	190 Graphics Drive, Madison, AL 35758
Public Works Building	240 Palmer Road, Madison, AL 35758

REFRIGERANT MANAGEMENT COMPLIANCE

The following Refrigerant Management features will be included:

Standard Agreement
Trane will provide the EPA Standard data to Customer via our Field Report and Refrigerant Activity Report. This option does not include reports supplied in the future. Customer (Owner/Operator) has been made aware that the regulatory responsibility to keep the records remains with them and not the Service Provider (Trane).

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PRICING AND ACCEPTANCE

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Sites Included:
Refer to the Site Coverage Page

Master Agreement: 8687716

TOTAL PRICE:.....$57,497.00 USD

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice
- Any service not listed is not included
- Work will be performed during normal Trane business hours
- This proposal is valid for 30 days from October 08, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Eli Elkins
Cell:
Office: (256) 850-7600

TARRIFS
Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Eli Elkins
_____ Printed Name	Proposal Date: October 08, 2026 Cell: Office: (256) 850-7600
_____ Title	License Number:
_____ Purchase Order	_____ Authorized Representative
	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 3 years, beginning December 1, 2026.
Total Contract Amount: $57,497.00 USD.

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Connected Building Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the

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Confidential and Proprietary Information of Trane U.S. Inc.

Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	26,451.00	13,225.50	Semi-Annual
Year 2	15,218.00	7,609.00	Semi-Annual
Year 3	15,828.00	7,914.00	Semi-Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning December 1, 2026. However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on November 30, 2029, this Agreement shall renew automatically for successive periods of 3 years (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 301 James Record Road, Building 200, Suite 100, Huntsville, AL 35824.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

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TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms or Telematics Devices, both as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to per¬form or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing

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Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY.

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers' Compensation	Statutory Limits

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If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government**. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual

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is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0326)
Supersedes 1-26.130-7 (0225)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

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9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls- Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    a. Data backups; and
    b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an anual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

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CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Order SMP
Description

- Order SMP

Service 2: Connected Controls - Annual Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 3: Mapping and Tuning of Analytics and Data in Cloud
Description

- Mapping and Tuning 001 - Data points are mapped and analytics are tuned to match custom nature of customer's building automation system to maximize value of advanced analytics package.

Service 4: Connected Controls - Operating Inspection - Onsite
Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.

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- Alarm Log Review - Technician reviews alarm log and captures current status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 5: Order SMP
Description

- Order SMP

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RESOLUTION NO. 2026-441-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, APPROVING AMENDMENT # 3 TO THE CITY OF MADISON'S GENERAL CAPITAL IMPROVEMENT FUND (FUND 38) PROJECT LIST & AUTHORIZING TRANSFER OF FUNDS

WHEREAS on September 24, 2024, the City Council of the City of Madison, Alabama, adopted Resolution No. 2024-290-R approving the budget for the General Capital Improvement Fund (Fund 38); and

WHEREAS on December 8, 2025, the City Council of the City of Madison, Alabama, amended said capital improvement plan by Resolution No. 2025-398-R approving the budget for the General Capital Improvement Fund (Fund 38), which represents the current list of approved projects; and

WHEREAS it is the desire of the City Council of the City of Madison, Alabama, to amend the list of projects known as the General Capital Improvement Fund (Fund 38) to close out projects that were completed as of September 30, 2026, to add the Courtroom Renovation Project, and to add the Madison Sportsplex project; and

WHEREAS the General Capital Improvement Fund (38) has interest earnings in the amount of $142,481 that properly belong in the Bond Capital Improvement Fund (Fund 39);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the *General Capital Improvement Fund (Fund 38) List of Approved Budgeted Projects*, is amended in full as provided in the attachment to this Resolution and is hereby adopted, and that it is the intent of Council to further the list of projects herein with subsequent funding and other support.

BE IT FURTHER RESOLVED that that interest earnings in the General Capital Improvement Fund appropriately belonging in the Bond Capital Improvement Fund be budgeted, appropriated, and transferred from the General Capital Improvement Fund (38) to the Bond Capital Improvement Fund (39).

BE FURTHER RESOLVED that the Finance Director is hereby authorized and directed to take all necessary actions to effectuate payments for the listed projects in accordance with the terms and conditions thereof, subject to funding availability.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th of October 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 October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

ATTACHMENT TO
RESOLUTION NO. 2025-441-R
CAPITAL IMPROVEMENT FUND (FUND # 38)
LIST OF APPROVED BUDGETED PROJECTS

Project Identifier	Description	Revised Capital Budget - Resolution No. 2025-398-R	Revised Capital Budget - Resolution No. 2026-441-R
21 024	PUMPHOUSE ROAD - STORM PIPE	$ 605,000	$ -
22 008	BRADLEY STREET	$ 675,000	$ 675,000
22 016	HUGHES RD / PORTAL/MILL SIGNAL-ADA UPGRADE	$ 505,000	$ -
22 022	MADISON BLVD RESURFACING	$ 1,250,000	$ 1,250,000
22 023	WALL TRIANA / GOOCH TRAFFIC SIGNAL AND SIDEWALK	$ 700,000	$ 700,000
22 024	MILL ROAD SIGNAL AND DITCH IMPROVEMENTS	$ 2,850,000	$ -
22 036	HSV BROWNSFERRY / BURGREEN ROUNDABOUT	$ 1,840,000	$ -
22 038	BURGREEN / HARDIMAN TRAFFIC SIGNAL	$ 420,000	$ 420,000
22 039	SEGERS / MAECILLE WIDENING	$ 2,180,000	$ 2,180,000
22 040	WALL TRIANA/GILLESPIE INTERSECTION IMPROVEMENTS	$ 425,000	$ -
23 008	ROYAL DRIVE SIGNAL	$ 780,000	$ 780,000
23 010	OLD MADISON PIKE / HUGHES ROAD WIDENING	$ 2,200,000	$ 2,200,000
23 011	BALCH / GOOCH ROUNDABOUT	$ 1,100,000	$ 1,100,000
23 012	BALCH / BROWNSFERRY ROUNDABOUT	$ 250,000	$ 250,000
23 014	MILL SIDEWALK TO TRAILHEAD	$ 270,000	$ -
99 001	ROYAL DRIVE - CONSTRUCTION	$ 2,500,000	$ 2,500,000
99 013	ANIMAL CONTROL BUILDING - CELTIC DRIVE	$ 645,000	$ -
99 014	MAIN BUILDING - ELECTRIC WORK - CELTIC DRIVE	$ 150,000	$ 150,000
99 015	PALMER PARK UPGRADES	$ 1,900,000	$ 1,900,000
99 016	BATTING CAGES - WELLNESS CENTER	$ 350,000	$ 350,000
99 017	CITY HALL RENOVATION	$ 1,000,000	$ 148,750
CELTIC TRAINING	TRAINING COMPLEX - CELTIC DRIVE	$ 1,000,000	$ 1,000,000
HEXAGON	HEXAGON - PUBLIC SAFETY ANNEX	$ 5,845,000	$ -
WAYFINDING	WAYFINDING PROJECT	$ 300,000	$ 300,000
SEC	MADISON SPORTSPLEX PROJECT	$ -	$ 85,000
26 032	COURTROOM RENOVATIONS	$ -	$ 945,077
	TOTALS	**$ 29,740,000**	**$ 16,933,827**

RESOLUTION NO. 2026-446-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, ADOPTING THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2027 THROUGH 2031

WHEREAS, Section 16-197 of the Code of Ordinances of the City of Madison, Alabama, requires the City to maintain a capital improvements program plans for future years; and

WHEREAS, said ordinance provides that the planning period should normally cover at least five years; and

WHEREAS, the City Council desires to adopt a capital improvements plan covering the five-year period of Fiscal Years 2027 through 2031;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the attached Five-Year Capital Improvement Plan for Fiscal Years 2027 through 2031 is hereby adopted to assist in prioritizing future capital outlay; and

BE IT FURTHER RESOLVED that all prior resolutions adopting capital improvements program plans are hereby rescinded and superseded by this resolution.

READ, APPROVED, AND ADOPTED this 26th day of October 2026.

_____
Maura Wroblewski, President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

THE CITY OF MADISON ALABAMA
plant your roots

Five-Year Capital Improvement Plan

FY2027 through FY2031
As of October 2026

1. The Plan

The Five-Year Capital Improvement Plan (CIP) is the City's roadmap for planning major investments in streets, bridges, facilities, parks, vehicles, equipment and technology over fiscal years 2027 through 2031. It brings the capital requests into one place, matches them to possible funding sources, and shows where needs exceed the resources currently identified.

The CIP is a planning document. It is not a budget, an appropriation, or a commitment of City funds, and including a project in this plan does not authorize the project or obligate the City to fund it in any amount or in any year. Projects shown as Funding Source Unknown do not have an identified funding source at this time and are included to present the City's full capital needs.

2. Operating Budget Estimates

The three projects below are expected to have the most significant effect on the operating budget once they are completed. Other projects in the plan will also add operating costs as they come online.

Project	Annual Recurring Cost	One-Time Cost	First-Year Total	Notes
Fire Station 5	$757,500	$352,641	$1,110,141	Salaries for 12 firefighters. One-time costs are equipment and training ($277,641) and furnishings ($75,000).
Ladder Truck	$379,000	$168,570	$547,570	Salaries for 6 firefighters to staff the new ladder. One-time costs are equipment and training.
Aquatic Center	$188,313	$18,180	$206,493	One-time cost is preliminary and still under development.
Total	**$1,324,813**	**$539,391**	**$1,864,204**	

Recurring costs are annual salary and operating costs and should be built into the multi-year operating forecast beginning in the year each project comes online. One-time costs are budgeted only in the year incurred. Fire Station 5 furnishings ($75,000) are also carried as a capital line in the project listing.

3. Project Listing

Projects that span more than one year appear on a separate line for each year, and projects funded from more than one source appear on a separate line for each source. Estimates are preliminary and subject to change.

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2027	Building	Trucks	$41,000	Fleet & Equipment	Funding Source Unknown
FY2027	Engineering	Design – Wall-Triana Widening (Grant Funding 80/20 – $700K Grant-Eligible)	$200,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Design – Wall-Triana Widening (Grant Funding 80/20 – $700K Grant-Eligible)	$560,000	Streets & Bridges	Grant/Donation
FY2027	Engineering	Mill Road/Sullivan Road Turn Lanes & Signal *	$2,300,000	Streets & Bridges	Gas Tax Fund (20) – 2¢
FY2027	Engineering	Design – Royal Drive Extension Phase 2	$500,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Design – Bradford Creek Greenway Extension (Palmer Park to Kyser Blvd)	$50,000	Streets & Bridges	Funding Source Unknown
FY2027	Engineering	Grade-Separated Crossing & Infrastructure Study	$350,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Design – Hughes East Embankment Correction (17-030)	$80,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Town Madison Blvd & I-565 (CE&I) – Project #26-003	$100,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Center Pave Balch & Gillespie RA	$150,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Center Pave Hardiman & Halsey RA	$150,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Rewire Madison Blvd and County Line Road	$75,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Greenway Paving East of Lower Palmer Park Soccer Fields	$50,000	Parks & Trails	General Fund (10)
FY2027	Engineering	Powell Road/Burgreen Road Signal	$890,000	Streets & Bridges	Gas Tax Fund (20) – 7¢
FY2027	Engineering	Town Madison/I-565 Ramp/Stadium Signal & Turn Lanes (MPO Funding – $650K Total)	$200,000	Streets & Bridges	Gas Tax Fund (20) – 2019 Gas Tax
FY2027	Engineering	Town Madison/I-565 Ramp/Stadium Signal & Turn Lanes (MPO Funding – $650K Total)	$50,000	Streets & Bridges	General Fund (10)
FY2027	Engineering	Town Madison/I-565 Ramp/Stadium Signal & Turn Lanes (MPO Funding – $650K Total)	$400,000	Streets & Bridges	Grant/Donation
FY2027	Engineering	Town Madison Multi-Use Trail (TAP Grant 80%)	$634,400	Parks & Trails	Grant/Donation
FY2027	Engineering	Town Madison Multi-Use Trail (20% Match)	$158,600	Parks & Trails	General Fund (10)
FY2027	Engineering	Paving – Church, Arnett, College, Front and Maple Streets	$200,000	Streets & Bridges	Gas Tax Fund (20) – 4¢
FY2027	Engineering	Resurfacing County Line Road (Production Ave to RR Overpass)	$400,000	Streets & Bridges	Gas Tax Fund (20) – 2019 Gas Tax
FY2027	Engineering	Resurfacing – Old Madison Pike (Hughes to Shelton)	$200,000	Streets & Bridges	Gas Tax Fund (20) – 4¢
FY2027	Engineering	Resurfacing – Portal Lane (Hughes to Shelton)	$120,000	Streets & Bridges	Gas Tax Fund (20) – 4¢
FY2027	Facilities & Grounds	FS4 Ladder Bay	$750,000	Facilities	2016-C G.O. Warrant Fund (39)
FY2027	Facilities & Grounds	HSV Brownsferry Soccer Fields, Playground & Dog Park	$1,200,000	Parks & Trails	2016-C G.O. Warrant Fund (39)
FY2027	Facilities & Grounds	City Hall Renovations	$851,250	Facilities	2016-C G.O. Warrant Fund (39)
FY2027	Facilities & Grounds	City Hall Renovations	$700,000	Facilities	2016-C G.O. Warrant Fund (39)
FY2027	Facilities & Grounds	Court/Council Chambers Renovations	$144,923	Facilities	2016-C G.O. Warrant Fund (39)
FY2027	Facilities & Grounds	Court/Council Chambers Renovations	$717,767	Facilities	Judicial Administration Fee Fund (74)

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2027	Facilities & Grounds	Court/Council Chambers Renovations	$137,310	Facilities	G.O. Bond Collection Fund (71)
FY2027	Facilities & Grounds	Rock Quarry	$100,000	Facilities	General Fund (10)
FY2027	Facilities & Grounds	Archery Range	$300,000	Facilities	Funding Source Unknown
FY2027	Facilities & Grounds	Madison Sportsplex Entrance *	$85,000	Facilities	Capital Improvement Fund (38)
FY2027	Facilities & Grounds	FS1 Interior Paint	$90,000	Facilities	General Fund (10)
FY2027	Facilities & Grounds	HVAC Replacement	$100,000	Facilities	General Fund (10)
FY2027	Facilities & Grounds	Wellness Center HVAC	$80,000	Facilities	General Fund (10)
FY2027	Facilities & Grounds	Fire Alarm Systems	$40,000	Facilities	General Fund (10)
FY2027	Facilities & Grounds	Crew Cab Trucks	$64,000	Fleet & Equipment	Funding Source Unknown
FY2027	Facilities & Grounds	Utility Trucks	$75,000	Fleet & Equipment	Funding Source Unknown
FY2027	Facilities & Grounds	3/4-Ton Trucks	$70,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Facilities & Grounds	1/2-Ton Trucks	$55,000	Fleet & Equipment	Funding Source Unknown
FY2027	Facilities & Grounds	Pressure Washer Trailer	$20,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Facilities & Grounds	Playground Equipment	$200,000	Parks & Trails	General Fund (10)
FY2027	Facilities & Grounds	Brush Cutter	$45,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Facilities & Grounds	Side-by-Side ATV	$28,000	Fleet & Equipment	Funding Source Unknown
FY2027	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Funding Source Unknown
FY2027	Fire	Fire Station 5 – Land	$500,000	Land Acquisition	Grant/Donation
FY2027	Fire	Pickup Trucks & Tahoes	$65,000	Fleet & Equipment	Funding Source Unknown
FY2027	Fire	Pickup Trucks	$65,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	General Services	Upgrade Old Madison Pike	$3,000,000	Streets & Bridges	Funding Source Unknown
FY2027	Information Technology	Nutanix Cluster Hardware End-of-Life Replacement	$267,099	Technology	G.O. Bond Collection Fund (71)
FY2027	Information Technology	Network Switch Replacement	$35,000	Technology	General Fund (10)
FY2027	Information Technology	Citywide Wi-Fi Upgrades	$35,000	Technology	General Fund (10)
FY2027	Information Technology	Construct Two New IT Offices at PSA	$6,500	Facilities	Funding Source Unknown
FY2027	Parks & Recreation	Aquatic Center	$368,349	Facilities	G.O. Bond Collection Fund (71)
FY2027	Parks & Recreation	Covered Pickleball Courts at Town Madison	$3,000,000	Parks & Trails	Funding Source Unknown
FY2027	Parks & Recreation	Reel Mowers	$72,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Parks & Recreation	MARS Bus Replacement	$140,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Parks & Recreation	Field Drag	$33,000	Fleet & Equipment	Funding Source Unknown
FY2027	Parks & Recreation	Field Turf Replacement (Dublin/Palmer)	$165,000	Parks & Trails	General Fund (10)
FY2027	Parks & Recreation	Palmer Park Baseball/Softball Fencing	$400,000	Parks & Trails	Funding Source Unknown
FY2027	Parks & Recreation	Town Madison Batting Cages – SEC	$350,000	Parks & Trails	Capital Improvement Fund (38)
FY2027	Parks & Recreation	Palmer Park Batting Cages	$329,000	Parks & Trails	Capital Improvement Fund (38)
FY2027	Parks & Recreation	Palmer Park Batting Cages	$400,000	Parks & Trails	Grant/Donation
FY2027	Planning	Replace 2015 Ford Escape with Ford Explorer	$42,000	Fleet & Equipment	Funding Source Unknown
FY2027	Police	Ford Explorer Pursuit-Rated Vehicles (20, Fully Equipped)	$465,655	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Police	Ford Explorer Pursuit-Rated Vehicles (20, Fully Equipped)	$72,524	Fleet & Equipment	G.O. Bond Collection Fund (71)

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2027	Police	Ford Explorer Pursuit-Rated Vehicles (20, Fully Equipped)	$300,000	Fleet & Equipment	Grant/Donation
FY2027	Public Works	CAT 308 Mini-Excavator	$138,000	Fleet & Equipment	Funding Source Unknown
FY2027	Public Works	Ford F-150 SuperCrew (4 at $53,379)	$213,516	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Public Works	CAT 285 Skid Steer	$106,020	Fleet & Equipment	G.O. Bond Collection Fund (71)
FY2027	Public Works	Toro Dingo TX1000 Wide Track with Smooth Bucket	$39,418	Fleet & Equipment	Capital Replacement Fund (12)
FY2027	Public Works	Paving – Gillespie Road (Balch to County Line)	$250,000	Streets & Bridges	Gas Tax Fund (20) – 4¢
FY2027	Public Works	Paving – Production Ave (County Line to Madison Blvd)	$200,000	Streets & Bridges	Gas Tax Fund (20) – 4¢
		Total FY2027	**$24,810,331**		
FY2028	Building	Trucks	$90,000	Fleet & Equipment	Funding Source Unknown
FY2028	Engineering	Hughes Road Sidewalk Extension to Conger Road (TAP Grant 80/20)	$704,000	Parks & Trails	Grant/Donation
FY2028	Engineering	Hughes Road Sidewalk Extension to Conger Road (TAP Grant 80/20)	$176,000	Parks & Trails	G.O. Bond Collection Fund (71)
FY2028	Engineering	Mill Road Bridge Replacement & Sidewalk Extension	$1,012,000	Streets & Bridges	New G.O. Warrants
FY2028	Engineering	Ford Escape	$45,000	Fleet & Equipment	Funding Source Unknown
FY2028	Engineering	Madison Blvd Bridge Replacement (BUILD Grant 80/20 – $3.5M Grant-Eligible)	$1,500,000	Streets & Bridges	New G.O. Warrants
FY2028	Engineering	Madison Blvd Bridge Replacement (BUILD Grant 80/20 – $3.5M Grant-Eligible)	$2,800,000	Streets & Bridges	Grant/Donation
FY2028	Engineering	Balch Road/Brownsferry Road Roundabout	$1,200,000	Streets & Bridges	Funding Source Unknown
FY2028	Engineering	Garner Extension to Madison Blvd & Signal	$2,100,000	Streets & Bridges	New G.O. Warrants
FY2028	Engineering	Resurfacing County Line Road (Madison Blvd to Production Ave)	$350,000	Streets & Bridges	Gas Tax Fund (20) – 5¢
FY2028	Facilities & Grounds	HSV Brownsferry Soccer Fields, Playground & Dog Park	$600,000	Parks & Trails	Sale of Assets
FY2028	Facilities & Grounds	City Hall Renovations	$1,300,000	Facilities	New G.O. Warrants
FY2028	Facilities & Grounds	Rock Quarry	$300,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	Celtic Drive Madison Police Department and Fire Department Bay	$1,400,000	Facilities	Funding Source Unknown
FY2028	Facilities & Grounds	City Hall Server Room	$650,000	Facilities	Funding Source Unknown
FY2028	Facilities & Grounds	Public Library Flooring	$450,000	Facilities	Library Fund (70)
FY2028	Facilities & Grounds	FS3 Paint & Carpet	$80,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	HVAC Replacement	$100,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	HVAC Controls	$175,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	Parking Lot Lights	$55,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	FS2 HVAC	$65,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	Wellness Center HVAC	$80,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	Fire Alarm Systems	$55,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	HVAC	$50,000	Facilities	General Fund (10)
FY2028	Facilities & Grounds	3/4-Ton Trucks	$70,000	Fleet & Equipment	Funding Source Unknown
FY2028	Facilities & Grounds	Bucket Truck	$90,000	Fleet & Equipment	Funding Source Unknown

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2028	Facilities & Grounds	Skid Steer	$85,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Facilities & Grounds	Mower Trailer	$10,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Facilities & Grounds	Playground Equipment	$200,000	Parks & Trails	General Fund (10)
FY2028	Facilities & Grounds	Platform Lift	$35,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Facilities & Grounds	Mowers	$40,000	Fleet & Equipment	Funding Source Unknown
FY2028	Facilities & Grounds	Mini Excavator	$85,000	Fleet & Equipment	Funding Source Unknown
FY2028	Facilities & Grounds	Equipment Trailer	$22,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Fire	Fire Station 5	$8,500,000	Facilities	New G.O. Warrants
FY2028	Fire	Radios	$864,500	Fleet & Equipment	G.O. Bond Collection Fund (71)
FY2028	Fire	Pickup Trucks & Tahoes	$65,000	Fleet & Equipment	Funding Source Unknown
FY2028	Fire	Fire Engine	$1,068,410	Fleet & Equipment	Municipal Government Capital Improvement Fund (76)
FY2028	Fire	Engine Equipment	$100,000	Fleet & Equipment	General Fund (10)
FY2028	Fire	Ladder Truck	$1,806,391	Fleet & Equipment	Municipal Government Capital Improvement Fund (76)
FY2028	Fire	Ladder Truck Equipment	$125,000	Fleet & Equipment	General Fund (10)
FY2028	General Services	Upgrade Madison Blvd	$7,500,000	Streets & Bridges	New G.O. Warrants
FY2028	Information Technology	Network Switch Replacement	$35,000	Technology	General Fund (10)
FY2028	Parks & Recreation	Aquatic Center	$368,349	Facilities	G.O. Bond Collection Fund (71)
FY2028	Parks & Recreation	Miracle League Field at Palmer Park	$2,000,000	Parks & Trails	Grant/Donation
FY2028	Parks & Recreation	Field Drag	$34,693	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Parks & Recreation	Zero-Turn Mowers	$66,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Parks & Recreation	Top Dresser	$35,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Parks & Recreation	Restroom at Westco Complex, Palmer Park	$280,000	Parks & Trails	Funding Source Unknown
FY2028	Parks & Recreation	Palmer Westco Fields 5 & 6 LED Conversion	$250,000	Parks & Trails	Funding Source Unknown
FY2028	Parks & Recreation	Half-Ton Maintenance Truck	$50,000	Fleet & Equipment	Funding Source Unknown
FY2028	Planning	Wayfinding Signage	$150,000	Streets & Bridges	Funding Source Unknown
FY2028	Police	Ford Explorer Pursuit-Rated Vehicles (20, Fully Equipped)	$465,655	Fleet & Equipment	Capital Replacement Fund (12)
FY2028	Police	Ford Explorer Pursuit-Rated Vehicles (20, Fully Equipped)	$558,786	Fleet & Equipment	Municipal Government Capital Improvement Fund (76)
FY2028	Police	Taser 10 Units (100) with Holsters, Training Aids, Cartridges & Other Equipment	$129,996	Technology	Capital Replacement Fund (12)
FY2028	Police	Interview Room Axon Camera System	$98,000	Technology	Funding Source Unknown
FY2028	Public Works	CAT 308 Mini-Excavator	$149,040	Fleet & Equipment	Funding Source Unknown
FY2028	Public Works	CAT 285 Skid Steer	$114,501	Fleet & Equipment	Funding Source Unknown
FY2028	Public Works	Tri-Axle Dump Truck	$206,208	Fleet & Equipment	Funding Source Unknown
FY2028	Public Works	Ford F-450 Crew Cab	$85,438	Fleet & Equipment	Funding Source Unknown
FY2028	Public Works	Ford F-150 SuperCrew	$54,042	Fleet & Equipment	Funding Source Unknown
		Total FY2028	**$41,154,009**		
FY2029	Building	Trucks	$45,000	Fleet & Equipment	Funding Source Unknown
FY2029	Engineering	F-150	$60,000	Fleet & Equipment	Funding Source Unknown

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2029	Engineering	Wall-Triana Widening (3 Lanes – Midtown to Gooch) (Grant Funding 80/20 – $3.6M Total)	$1,500,000	Streets & Bridges	New G.O. Warrants
FY2029	Engineering	Wall-Triana Widening (3 Lanes – Midtown to Gooch) (Grant Funding 80/20 – $3.6M Total)	$2,100,000	Streets & Bridges	Grant/Donation
FY2029	Engineering	Design – Hughes Road Widening (Eastview to Gillespie)	$350,000	Streets & Bridges	Funding Source Unknown
FY2029	Engineering	Palmer Bridge Replacement	$3,000,000	Streets & Bridges	Grant/Donation
FY2029	Engineering	Design – Church Street Improvements	$450,000	Streets & Bridges	Funding Source Unknown
FY2029	Facilities & Grounds	Madison Sportsplex Roof	$800,000	Facilities	G.O. Bond Collection Fund (71)
FY2029	Facilities & Grounds	FS2 Roof	$90,000	Facilities	G.O. Bond Collection Fund (71)
FY2029	Facilities & Grounds	Facilities Storage Building – Sunshine Oaks	$375,000	Facilities	Funding Source Unknown
FY2029	Facilities & Grounds	Palmer Park Roof Replacement	$225,000	Facilities	G.O. Bond Collection Fund (71)
FY2029	Facilities & Grounds	HVAC Replacement	$118,000	Facilities	General Fund (10)
FY2029	Facilities & Grounds	Sprinkler Systems	$150,000	Facilities	General Fund (10)
FY2029	Facilities & Grounds	City Hall Boiler	$125,000	Facilities	General Fund (10)
FY2029	Facilities & Grounds	Parking Lot Lights	$85,000	Facilities	General Fund (10)
FY2029	Facilities & Grounds	HVAC	$12,000	Facilities	General Fund (10)
FY2029	Facilities & Grounds	Crew Cab Trucks	$67,000	Fleet & Equipment	Funding Source Unknown
FY2029	Facilities & Grounds	3/4-Ton Trucks	$70,000	Fleet & Equipment	Funding Source Unknown
FY2029	Facilities & Grounds	1/2-Ton Trucks	$120,000	Fleet & Equipment	Funding Source Unknown
FY2029	Facilities & Grounds	Mulching Head	$55,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2029	Facilities & Grounds	Tractor	$90,000	Fleet & Equipment	Funding Source Unknown
FY2029	Facilities & Grounds	Playground Equipment	$200,000	Parks & Trails	General Fund (10)
FY2029	Facilities & Grounds	Boom Lift	$90,000	Fleet & Equipment	Funding Source Unknown
FY2029	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2029	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Funding Source Unknown
FY2029	Fire	Pickup Trucks & Tahoes	$130,000	Fleet & Equipment	Funding Source Unknown
FY2029	Parks & Recreation	Aquatic Center	$368,349	Facilities	G.O. Bond Collection Fund (71)
FY2029	Parks & Recreation	MARS Bus Replacement	$135,000	Fleet & Equipment	Funding Source Unknown
FY2029	Parks & Recreation	Field Drag	$15,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2029	Parks & Recreation	Tractor	$45,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2029	Parks & Recreation	Palmer Park Baseball/Softball 4-Plex (Fields 7 & 8)	$11,000,000	Facilities	Funding Source Unknown
FY2029	Parks & Recreation	Dublin Tennis/Pickleball Fencing	$50,000	Parks & Trails	Funding Source Unknown
FY2029	Parks & Recreation	Park Land Purchase – 60 Acres Adjacent to Palmer Park	$7,000,000	Land Acquisition	Funding Source Unknown
FY2029	Planning	Wayfinding Signage	$150,000	Streets & Bridges	Funding Source Unknown
FY2029	Police	Ford Explorer Pursuit-Rated Vehicles (5 per Year)	$465,655	Fleet & Equipment	Capital Replacement Fund (12)
FY2029	Police	Taser 10 Units (100) with Holsters, Training Aids, Cartridges & Other Equipment	$129,996	Technology	Capital Replacement Fund (12)
FY2029	Police	VirTra Virtual Interactive System & Training	$74,742	Technology	Funding Source Unknown
FY2029	Public Works	CAT 308 Mini-Excavator	$160,963	Fleet & Equipment	G.O. Bond Collection Fund (71)

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2029	Public Works	CAT 285 Skid Steer	$123,661	Fleet & Equipment	Funding Source Unknown
FY2029	Public Works	Tri-Axle Dump Truck	$222,782	Fleet & Equipment	Capital Replacement Fund (12)
FY2029	Public Works	Ford F-450 Crew Cab	$92,273	Fleet & Equipment	Funding Source Unknown
FY2029	Public Works	Ford F-150 SuperCrew	$58,365	Fleet & Equipment	Funding Source Unknown
		Total FY2029	**$30,438,786**		
FY2030	Building	Trucks	$45,000	Fleet & Equipment	Funding Source Unknown
FY2030	Engineering	Church Street Improvements	$750,000	Streets & Bridges	Funding Source Unknown
FY2030	Engineering	Royal Drive Extension Phase 2 (Westchester to Jetplex) (Industrial Access Grant 100%)	$4,500,000	Streets & Bridges	Grant/Donation
FY2030	Engineering	Design – Royal Drive Improvements (Sullivan to Westchester)	$125,000	Streets & Bridges	Funding Source Unknown
FY2030	Engineering	Brownsferry Road/Sullivan Road Turn Lane & Sidewalk Extension	$1,200,000	Streets & Bridges	Funding Source Unknown
FY2030	Facilities & Grounds	FS1 Roof	$150,000	Facilities	General Fund (10)
FY2030	Facilities & Grounds	Madison Sportsplex Renovation	$1,000,000	Facilities	Funding Source Unknown
FY2030	Facilities & Grounds	Palmer Park Storage Building	$400,000	Facilities	Funding Source Unknown
FY2030	Facilities & Grounds	City Hall Cooling Tower	$175,000	Facilities	General Fund (10)
FY2030	Facilities & Grounds	FS2 HVAC	$23,000	Facilities	General Fund (10)
FY2030	Facilities & Grounds	Wellness Center HVAC	$130,000	Facilities	General Fund (10)
FY2030	Facilities & Grounds	HVAC	$12,000	Facilities	General Fund (10)
FY2030	Facilities & Grounds	1-Ton Truck	$85,000	Fleet & Equipment	Funding Source Unknown
FY2030	Facilities & Grounds	3/4-Ton Trucks	$70,000	Fleet & Equipment	Funding Source Unknown
FY2030	Facilities & Grounds	Mower Trailer	$14,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2030	Facilities & Grounds	Playground Equipment	$200,000	Parks & Trails	General Fund (10)
FY2030	Facilities & Grounds	Side-by-Side ATV	$34,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2030	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2030	Facilities & Grounds	Mowers	$20,000	Fleet & Equipment	Funding Source Unknown
FY2030	Fire	Pickup Trucks & Tahoes	$65,000	Fleet & Equipment	Funding Source Unknown
FY2030	Fire	Fire Engine	$1,100,000	Fleet & Equipment	Municipal Government Capital Improvement Fund (76)
FY2030	Fire	Engine Equipment	$150,000	Fleet & Equipment	General Fund (10)
FY2030	Fire	Fire Station 5 Furnishings	$75,000	Facilities	General Fund (10)
FY2030	Parks & Recreation	Aquatic Center	$368,349	Facilities	G.O. Bond Collection Fund (71)
FY2030	Parks & Recreation	Field Drag	$16,500	Fleet & Equipment	Capital Replacement Fund (12)
FY2030	Parks & Recreation	Backhoe	$150,000	Fleet & Equipment	Funding Source Unknown
FY2030	Parks & Recreation	Zero-Turn Mowers	$66,000	Fleet & Equipment	Funding Source Unknown
FY2030	Parks & Recreation	Senior Center Bus	$140,000	Fleet & Equipment	Funding Source Unknown
FY2030	Parks & Recreation	Madison Park Tennis Court Resurfacing	$60,000	Parks & Trails	General Fund (10)
FY2030	Parks & Recreation	Half-Ton Maintenance Truck	$50,000	Fleet & Equipment	Funding Source Unknown
FY2030	Planning	Wayfinding Signage	$100,000	Streets & Bridges	Funding Source Unknown

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2030	Police	Ford Explorer Pursuit-Rated Vehicles (5 per Year)	$465,655	Fleet & Equipment	Capital Replacement Fund (12)
FY2030	Police	Taser 10 Units (100) with Holsters, Training Aids, Cartridges & Other Equipment	$129,996	Technology	Capital Replacement Fund (12)
FY2030	Public Works	CAT 308 Mini-Excavator	$173,840	Fleet & Equipment	Funding Source Unknown
FY2030	Public Works	CAT 285 Skid Steer	$133,533	Fleet & Equipment	Funding Source Unknown
FY2030	Public Works	Tri-Axle Dump Truck	$140,604	Fleet & Equipment	Funding Source Unknown
FY2030	Public Works	Ford F-450 Crew Cab	$99,655	Fleet & Equipment	Funding Source Unknown
FY2030	Public Works	Ford F-150 SuperCrew	$63,034	Fleet & Equipment	Funding Source Unknown
		Total FY2030	**$12,500,166**		
FY2031	Building	Trucks	$45,000	Fleet & Equipment	Funding Source Unknown
FY2031	Engineering	F-150	$60,000	Fleet & Equipment	Funding Source Unknown
FY2031	Engineering	Mill Road/Balch Road Signal	$700,000	Streets & Bridges	Funding Source Unknown
FY2031	Engineering	Portal Ditch Stabilization	$850,000	Streets & Bridges	Storm Water Fund (11)
FY2031	Engineering	Hughes Road Widening (Eastview to Gillespie)	$2,500,000	Streets & Bridges	Funding Source Unknown
FY2031	Engineering	Royal Drive Improvements (Sullivan to Westchester)	$300,000	Streets & Bridges	Funding Source Unknown
FY2031	Facilities & Grounds	HVAC Controls	$200,000	Facilities	General Fund (10)
FY2031	Facilities & Grounds	Sprinkler Systems	$150,000	Facilities	General Fund (10)
FY2031	Facilities & Grounds	Parking Lot Lights	$55,000	Facilities	General Fund (10)
FY2031	Facilities & Grounds	Wellness Center HVAC	$85,000	Facilities	General Fund (10)
FY2031	Facilities & Grounds	HVAC	$12,000	Facilities	General Fund (10)
FY2031	Facilities & Grounds	Utility Trucks	$75,000	Fleet & Equipment	Funding Source Unknown
FY2031	Facilities & Grounds	1/2-Ton Trucks	$65,000	Fleet & Equipment	Funding Source Unknown
FY2031	Facilities & Grounds	Tractor	$100,000	Fleet & Equipment	Funding Source Unknown
FY2031	Facilities & Grounds	Playground Equipment	$200,000	Parks & Trails	General Fund (10)
FY2031	Facilities & Grounds	Mowers	$40,000	Fleet & Equipment	Funding Source Unknown
FY2031	Facilities & Grounds	Equipment Trailer	$25,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2031	Facilities & Grounds	Fire Alarm Systems	$60,000	Facilities	General Fund (10)
FY2031	Fire	Pickup Trucks & Tahoes	$65,000	Fleet & Equipment	Funding Source Unknown
FY2031	Parks & Recreation	Aquatic Center	$368,349	Facilities	G.O. Bond Collection Fund (71)
FY2031	Parks & Recreation	Reel Mowers	$60,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2031	Parks & Recreation	Field Drag	$19,000	Fleet & Equipment	Funding Source Unknown
FY2031	Parks & Recreation	Gator/Kubota	$20,000	Fleet & Equipment	Capital Replacement Fund (12)
FY2031	Police	Ford Explorer Pursuit-Rated Vehicles (5 per Year)	$465,655	Fleet & Equipment	Capital Replacement Fund (12)
FY2031	Police	Taser 10 Units (100) with Holsters, Training Aids, Cartridges & Other Equipment	$129,996	Technology	Capital Replacement Fund (12)
FY2031	Public Works	CAT 308 Mini-Excavator	$187,747	Fleet & Equipment	G.O. Bond Collection Fund (71)
FY2031	Public Works	CAT 285 Skid Steer	$144,238	Fleet & Equipment	G.O. Bond Collection Fund (71)
FY2031	Public Works	Tri-Axle Dump Truck	$259,853	Fleet & Equipment	Capital Replacement Fund (12)
FY2031	Public Works	Ford F-450 Crew Cab	$107,627	Fleet & Equipment	Funding Source Unknown

Funding Year	Department	Project Name	Estimate	Classification	Funding Source
FY2031	Public Works	Ford F-150 SuperCrew	$68,076	Fleet & Equipment	Funding Source Unknown
		Total FY2031	**$7,417,541**		
		GRAND TOTAL – FY2027–FY2031	**$116,320,833**		

Notes to the Project Listing

** Not appropriated in the FY2027 budget: Mill Road/Sullivan Road Turn Lanes & Signal ($2,300,000) and Madison Sportsplex Entrance ($85,000).*

Fleet inventory: several vehicles after FY2027 are shown as Funding Source Unknown. This is to allow time for the City to complete a citywide fleet inventory and determine vehicle needs across all departments.

Note 1: Madison Blvd Bridge Replacement – the $2,800,000 in grant proceeds is 80% of the $3.5 million grant-eligible amount. The $1,500,000 in proposed G.O. warrants covers the 20% local match plus project costs expected above the $3.5 million covered by the grant.

Note 2: Wall-Triana Widening and Wall-Triana Widening Design – the grants cover 80% of the grant-eligible amount. Total project costs are expected to exceed that amount, so the local share shown is more than the minimum 20% match.

Note 3: Aquatic Center – the amount shown is an estimated annual appropriation to fund the construction costs of the aquatic center.

RESOLUTION NO. 2026-442-R

A RESOLUTION AUTHORIZING RENWAL OF SOFTWARE SUBSCRIPTION SERVICES WITH LOCALITY MEDIA, INC. FOR SUBSCRIPTION TO FIRST DUE SOFTWARE

WHEREAS, the City of Madison has determined that Locality Media, Inc., is the sole source of software for automated pre-plans, incident reporting, and inventory services that meets NEMSIS standards for the Fire Department; and

WHEREAS, the State of Alabama requires the Madison City Fire Department to maintain NEMSIS compliant software as an Advanced Life Support Department; and

WHEREAS, the City Council desires to renew the agreement with Locality Media, Inc., for an additional year; and

WHEREAS, the renewal of the agreement is both a sole source purchase and a purchase related to the security and safety of individuals, structures, facilities, or infrastructure, and therefore competitive bidding is not required pursuant to Section 41-16-51(a) of the Code of Alabama (1975), as amended;

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 pricing proposal from Locality Media, Inc., for automated preplans, incident reporting and inventory services software that meets NEMSIS standards and said pricing proposal is substantially similar in purpose, intent, and composition to that certain document attached **(Attachment A: Renewal Quote ID quot_2L7mhR9UH0Zh2)**, 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 software subscription 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 from the Fire Department's Budget for an amount not to exceed thirty-six thousand two hundred twenty-two dollars and nine cents ($36,222.09) for a one-year subscription to the First Due software;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Renewal - Active Madison Fire & Rescue (AL)

ID: quot_2L7mhR9UH0Zh2
Prepared by: Robert Schilke
Original Contract ID: 1545132000100835913

From
Locality Media, LLC dba First Due
390 NE 191st St
Ste 17328
Miami, FL 33179, US

Ship To
Richard Ennis
Madison Fire & Rescue (AL)
AL
12563038104
richard.ennis@madisonal.gov

Bill To
Richard Ennis
Madison Fire & Rescue (AL)
101 Mill Rd
Madison, AL 35758, United States
12563038104
richard.ennis@madisonal.gov

$36,222.09

Contract Period	Oct 31, 2026 - Oct 30, 2027
Contract Length	12 Months
Quote Expiration	Nov 1, 2026
Payment Terms	Net 30
Annual Price Adjustment:	5%
Annual Subscription:	$36,222.09

Offering	Date
	Oct 31, 2026 - Oct 30, 2027 12 Months

Assets & Inventory (Subscription)
Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

CAD Integration - Other (Subscription)
Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.

Events & Activities (Subscription)
Create Events, View Global Activity Log, and Access Global Calendar.

Hydrant Management - Advanced (Subscription)
With Advanced Hydrants, conduct hydrant inspections, record service and maintenance, perform flow testing and reporting.

Incident Reporting - ePCR (Subscription)
ePCR Incident Documentation, State Compliance with automated submission.

Incident Reporting - Fire Incident Documentation (Subscription)
Fire Incident Documentation enabling ongoing State and Federal compliance with NFIRS and NERIS data standards.

Inspections (Subscription)
Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Occupancy Management & Pre-Incident Planning (Subscription)
Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.

Personnel Management (Subscription)
Store, manage and access Employee Records including demographic data, certifications and employment information.

Responder (Subscription)
Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Scheduling (Subscription)
Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

Subscription Fees Subtotal	**$36,222.09**
Total	**$36,222.09**

TERMS AND CONDITIONS

This Quote supplements and is governed by the Agreement for Services associated with First Due Quote: 1545132000100835913 (collectively, the "**Existing Agreement**"), previously entered into by First Due and the Customer identified herein. Except as expressly set forth in this Quote, the Existing Agreement remains unchanged and in full force and effect, and its terms and conditions are incorporated herein by reference and shall govern this Quote and the Services described herein.

To the extent the Existing Agreement does not address a particular matter, circumstance, or issue relating to the Services, such matter shall be governed by the First Due General Terms and Conditions available at https://www.firstdue.com/generalterms, which are incorporated herein by reference solely for such purposes.

Acceptance. This Quote shall become binding upon the earliest of: (a) Customer's execution of this Quote; (b) Customer's issuance of a purchase order or similar ordering document referencing this Quote; or (c) Customer's access to or use of the Services described in this Quote. Upon acceptance, this Quote shall be deemed incorporated into and governed by the Existing Agreement, as described above.

Signature Page

Madison Fire & Rescue (AL)

Signature: _____

Date: _____

Name:

Job Title:

Email:

Locality Media, LLC dba First Due

Signature: _____

Date: _____

Name:

Job Title:

Email:

first due

Sole Source Letter

October 16, 2026

Via Email Only to dustin.spires@madisonal.gov

Madison Fire & Rescue (the "**Agency**")
Attn: Dustin Spires, Deputy Chief
101 Mill Road
Madison, AL 35758

Re: Product Ownership, Composition, and Distribution Information - First Due Quote No. 1545132000100835913 (the "**Quote**")

Dear Deputy Chief Spires,

This letter is provided at the request of the Agency to supply factual information concerning the ownership, composition, and distribution of the First Due platform, for the Agency's use in connection with its own procurement determination. Locality Media, LLC d/b/a First Due ("**First Due**") does not purport to make, and this letter should not be read as making, any determination under the Agency's procurement code or under applicable state law. The determination whether a noncompetitive award is authorized rests solely with the Agency and its procurement authority. This letter contains factual information only and does not constitute legal advice to the Agency.

First Due understands that the Agency has identified its functional requirements for this procurement independently of this letter. First Due does not restate those requirements here and does not purport to characterize or define them. The modules identified in Schedule A were quoted in response to the requirements the Agency communicated to First Due. The information in this letter is provided so that the Agency may evaluate, against its own requirement documents, whether those requirements can be satisfied by more than one source.

As background, Locality Media, LLC, a Delaware limited liability company doing business as First Due, is the developer and owner of the First Due platform. First Due owns or holds all rights necessary to license the platform modules identified in Schedule A to this letter, each of which has been quoted to the Agency under the Quote. The source code for those modules is proprietary to First Due and is not licensed, escrowed, or otherwise made available to any third party for the purpose of offering competing or equivalent products. No third party develops, manufactures, or is licensed to sublicense the modules identified in Schedule A.

The modules identified in Schedule A are delivered as a single integrated platform on a common data model, administered through one administrative interface and one user account structure. First Due does not represent that no other vendor offers products in these functional categories; a number of vendors do. First Due's position is that the specific combination of modules identified in Schedule A is available from First Due only, because each is a proprietary First Due product and no third party is licensed to offer them.

Certain platform functions incorporate or interoperate with technology licensed from third parties, including geospatial mapping services, electronic payment processing services, health information exchange connectivity, and third-party training content where the Agency has licensed content-inclusive training modules. Those components are licensed to First Due and are delivered to the Agency by First Due as part of the integrated platform. They are not separately available to the Agency from First Due as standalone products, and their inclusion does not create any direct contractual relationship between the Agency and the third-party licensor except where a separate agreement is expressly required and is disclosed in the applicable quote or order form. A current schedule of material third-party components is available to the Agency on request.

First Due sells the platform directly and, in addition, through authorized aggregators, resellers, and contract vehicles. The Agency may acquire the platform directly from First Due or through any of these authorized channels. Pricing and terms may differ by channel, and First Due will provide channel information on request. Integration, implementation, configuration, and training services are included with the quoted subscription.

The statements in this letter regarding the availability of the modules identified in Schedule A are made to the best of First Due's knowledge as of the date of this letter, based on First Due's review of publicly available competitor product information. First Due has not conducted, and does not purport to conduct, the market research required to support the Agency's own procurement determination. Should First Due become aware that any statement in this letter has ceased to be accurate, it will promptly notify the Agency.

The undersigned is authorized to make the statements set forth in this letter on behalf of Locality Media, LLC. The Agency may contact the undersigned to verify any statement in this letter.

Sincerely,
Locality Media, LLC d/b/a First Due

Josh Stanley

Josh Stanley, CFO

SCHEDULE A: FIRST DUE PLATFORM MODULES
MODULES QUOTED TO THE AGENCY ARE INDICATED BY A CHECKED BOX

Check if Applicable	Module Name
GROUP 1: PREVENTION, COMMUNITY RISK REDUCTION, AND REVENUE	
☒	Occupancy Management and Pre-Incident Planning
☒	Inspections
☐	Permitting
☐	ITM Reporting
☐	Community Connect
☐	Investigations
☐	Invoicing
☐	Payments
GROUP 2: HYDRANTS - Select one only. Advanced Hydrant Management includes all Hydrant Management functionality.	
☒	Advanced Hydrant Management
☐	Hydrant Management
GROUP 3: INCIDENT REPORTING - Select one only.	
☒	Fire Incident Reporting
☐	Fire and EMS Incident Reporting with EMS+
☒	ePCR Incident Reporting
GROUP 4: INCIDENT REPORTING ADD-ONS - Available only with a module selected in Group 3.	
☐	AI Enhanced Documentation: Fire Reporting
☐	AI Enhanced Documentation: ePCR
☐	Fire Data Bundle Advanced Analytics
☐	EMS Data Bundle Advanced Analytics
GROUP 5: RESPONSE	
☒	Responder
☐	Command
GROUP 6: PERSONNEL, SCHEDULING, AND TRAINING	
☒	Personnel Management
☐	Training — select one only:
☐	Advanced Training (LMS)
☐	Advanced Training (LMS) with Content
☐	Training Records
☐	Daily Roster
☒	Scheduling
☐	Time Clock
☐	Messenger
☒	Events and Activities
☐	Health and Wellness
GROUP 7: LOGISTICS	
☒	Assets and Inventory
☐	Medications Tracking

GROUP 8: ENTERPRISE AND MULTI-AGENCY	
☐	Multi-agency Reporting
☐	Account Switcher

SCHEDULE B: INTEGRATIONS
INTEGRATIONS QUOTED TO THE AGENCY ARE INDICATED BY A CHECKED BOX

Check if Applicable	Integration
☒	CAD Integration
☐	SSO Integration
☐	Brycer Integration
☐	Data Transfer to SFTP

RESOLUTION NO. 2026-443-R

A RESOLUTION AUTHORIZING A THREE (3) YEAR AGREEMENT WITH COMCAST ENTERPRISE FOR FIBER SERVICES AND EQUIPMENT AT CITY-OWNED FACILITIES

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 three (3) year agreement with Comcast Enterprise for the provision of fiber services and equipment at City-owned facilities, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto, and 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 issue payment from the IT Department budget to Comcast Enterprise in the amount(s) and manner authorized by the Agreement accepted by the passage of this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 26th day of October 2026.

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

ATTEST:

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

APPROVED this ___ day of _____ 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

MSA ID#: AL-12571584-DTark | SO ID#: AL-12571584-DTark-30972262 | Account Name: City of Madison

CUSTOMER INFORMATION (for notices)

Primary Contact:	Chris White	Billing Account Name	City of Madison		INVOICE ADDRESS
Title:	IT Director	Billing Name (3rd Party Accounts)		Address 1:	100 Hughes
Address 1:	100 Hughes	Billing Contact:	Chris White	Address 2:	
Address 2:		Title:	IT Director	City:	Madison
City:	Madison	Phone:	(256) 464-8432	State:	AL
State:	AL	Cell:		Zip Code:	35758
Zip:	35758	Fax:		Tax Exempt:	Yes
Phone:	(256) 464-8432	Email:	chris.white@madisonal.gov		* If Yes, please provide and attach all applicable tax exemption certificates
Cell:					
Fax:					
Email:	chris.white@madisonal.gov				

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	$3,427.00
Current Trunk Services Monthly Recurring Charges:	$0.00
Total Current Monthly Recurring Charges (all Services):	**$3,427.00**
Change Monthly Recurring Charges:	$181.00
Change Trunk Services Monthly Recurring Charges:	$0.00
Change Monthly Recurring Charges (all Services):	**$181.00**
Total Monthly Recurring Charges:	$3,608.00
Total Trunk Services Monthly Recurring Charges:	$0.00
Total Monthly Recurring Charges (all Services):	**$3,608.00**

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	$0.00
Total Trunk Services Standard Installation Fees:	$0.00
Total Standard Installation Fees (all Services):	**$0.00**

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	**$0.00**

SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	$119.85
Current Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	**$119.85**
Change Services Equipment Fee Monthly Recurring Charges:	$199.75
Change Trunk Services Equipment Fee Monthly Recurring Charges:	$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	**$199.75**
Total Service Equipment Fee Monthly Recurring Charges	**$319.60**
Total Trunk Service Equipment Fee Monthly Recurring Charges	**$0.00**
Total Equipment Fee Monthly Recurring Charges (All Services)	**$319.60**

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)		
Signature:	Signature:	Sales Rep:	Grace Ranalli
Name: **Ranae Bartlett**	Name:	Sales Rep E-Mail:	grace_ranalli@comcast.com
Title: **Mayor**	Title:	Region:	Big South
Date:	Date:	Division:	Central

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Madison **Date:** 10/5/2026

MSA ID#: AL-12571584-DTark **SO ID#:** AL-12571584-DTark-30972262

Short Description of Service:

Service Term: 36 MONTHS

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Plaza Blvd / 142 Plaza Blvd	-	Interstate	1	($30.11)	$0.00
002	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Plaza Blvd / 142 Plaza Blvd	-	Interstate	1	($240.89)	$0.00
003	-	-	-		-	-			$0.00	$0.00
004	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	County Line / 12266 County Line R	-	Interstate	1	($30.11)	$0.00
005	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	County Line / 12266 County Line R	-	Interstate	1	($240.89)	$0.00
006	-	-	-		-	-			$0.00	$0.00
007	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Madison Pike / 8324 Madison Pike	-	Interstate	1	($30.11)	$0.00
008	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Madison Pike / 8324 Madison Pike	-	Interstate	1	($240.89)	$0.00
009	-	-	-		-	-			$0.00	$0.00
010	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Hughes Rd #1282 / 1282 Hughes R	-	Interstate	1	($30.11)	$0.00
011	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Hughes Rd #1282 / 1282 Hughes R	-	Interstate	1	($240.89)	$0.00
012	-	-	-		-	-			$0.00	$0.00
013	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Old Monrovia Rd / 1570 Old Monro	-	Interstate	1	($30.11)	$0.00
014	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Old Monrovia Rd / 1570 Old Monro	-	Interstate	1	($240.89)	$0.00
015	-	-	-		-	-			$0.00	$0.00
016	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Palmer Rd / 574 Palmer Rd	-	Interstate	1	($30.11)	$0.00
017	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Palmer Rd / 574 Palmer Rd	-	Interstate	1	($240.89)	$0.00
018	-	-	-		-	-			$0.00	$0.00
019	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Hughes Rd #1115 / 1115 Hughes R	-	Interstate	1	($30.11)	$0.00
020	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	Hughes Rd #1115 / 1115 Hughes R	-	Interstate	1	($240.89)	$0.00
021	-	-	-		-	-			$0.00	$0.00
022	Renew	Remove	EDI - Network Interface - Gig E	Port	Hughes Rd #100 / 100 Hughes Rd	-	Interstate	1	$0.00	$0.00
023	Renew	Remove	EDI - Bandwidth	1000 Mbps	Hughes Rd #100 / 100 Hughes Rd	-	Interstate	1	($1,500.00)	$0.00
024	Renew	Remove	IPv4 Static Address Block /28 (14)	Static IP	Hughes Rd #100 / 100 Hughes Rd	-	Interstate	1	($30.00)	$0.00
025	-	-	-		-	-			$0.00	$0.00
026	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Plaza Blvd / 142 Plaza Blvd	-	Interstate	1	$31.15	$0.00
027	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	Plaza Blvd / 142 Plaza Blvd	-	Interstate	1	$267.85	$0.00
028	-	-	-		-	-			$0.00	$0.00
029	Renew	Add	Ethernet Network Interface - 10 / 100	Port	County Line / 12266 County Line R	-	Interstate	1	$31.15	$0.00
030	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	County Line / 12266 County Line R	-	Interstate	1	$267.85	$0.00
031	-	-	-		-	-			$0.00	$0.00
032	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Madison Pike / 8324 Madison Pike	-	Interstate	1	$31.15	$0.00
033	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	Madison Pike / 8324 Madison Pike	-	Interstate	1	$267.85	$0.00
034	-	-	-		-	-			$0.00	$0.00
035	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Hughes Rd #1282 / 1282 Hughes R	-	Interstate	1	$31.15	$0.00
036	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	Hughes Rd #1282 / 1282 Hughes R	-	Interstate	1	$267.85	$0.00
037	-	-	-		-	-			$0.00	$0.00
038	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Old Monrovia Rd / 1570 Old Monro	-	Interstate	1	$31.15	$0.00
039	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	Old Monrovia Rd / 1570 Old Monro	-	Interstate	1	$267.85	$0.00
040	-	-	-		-	-			$0.00	$0.00
041	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Palmer Rd / 574 Palmer Rd	-	Interstate	1	$31.15	$0.00
042	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	Palmer Rd / 574 Palmer Rd	-	Interstate	1	$267.85	$0.00
043	-	-	-		-	-			$0.00	$0.00
044	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Hughes Rd #1115 / 1115 Hughes R	-	Interstate	1	$31.15	$0.00
045	Renew	Add	ENS - Basic Network Bandwidth	200 Mbps	Hughes Rd #1115 / 1115 Hughes R	-	Interstate	1	$267.85	$0.00
046	-	-	-		-	-			$0.00	$0.00
047	Renew	Add	EDI - Network Interface - 10 Gig	Port	Hughes Rd #100 / 100 Hughes Rd	-	Interstate	1	$0.00	$0.00
048	Renew	Add	EDI - Bandwidth	2000 Mbps	Hughes Rd #100 / 100 Hughes Rd	-	Interstate	1	$1,475.00	$0.00
049	Renew	Add	IPv4 Static Address Block /28 (14)	Static IP	Hughes Rd #100 / 100 Hughes Rd	-	Interstate	1	$40.00	$0.00
050	-	-	-		-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL: $181.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Madison **Date:** 10/5/2026

MSA ID#: AL-12571584-DTark **SO ID#:** AL-12571584-DTark-30972262

PAGE 3 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges Monthly	Solution Charges One-Time
051	-	-	-		-	-			$0.00	$0.00
052	-	-	-		-	-			$0.00	$0.00
053	-	-	-		-	-			$0.00	$0.00
054	-	-	-		-	-			$0.00	$0.00
055	-	-	-		-	-			$0.00	$0.00
056	-	-	-		-	-			$0.00	$0.00
057	-	-	-		-	-			$0.00	$0.00
058	-	-	-		-	-			$0.00	$0.00
059	-	-	-		-	-			$0.00	$0.00
060	-	-	-		-	-			$0.00	$0.00
061	-	-	-		-	-			$0.00	$0.00
062	-	-	-		-	-			$0.00	$0.00
063	-	-	-		-	-			$0.00	$0.00
064	-	-	-		-	-			$0.00	$0.00
065	-	-	-		-	-			$0.00	$0.00
066	-	-	-		-	-			$0.00	$0.00
067	-	-	-		-	-			$0.00	$0.00
068	-	-	-		-	-			$0.00	$0.00
069	-	-	-		-	-			$0.00	$0.00
070	-	-	-		-	-			$0.00	$0.00
071	-	-	-		-	-			$0.00	$0.00
072	-	-	-		-	-			$0.00	$0.00
073	-	-	-		-	-			$0.00	$0.00
074	-	-	-		-	-			$0.00	$0.00
075	-	-	-		-	-			$0.00	$0.00
076	-	-	-		-	-			$0.00	$0.00
077	-	-	-		-	-			$0.00	$0.00
078	-	-	-		-	-			$0.00	$0.00
079	-	-	-		-	-			$0.00	$0.00
080	-	-	-		-	-			$0.00	$0.00
081	-	-	-		-	-			$0.00	$0.00
082	-	-	-		-	-			$0.00	$0.00
083	-	-	-		-	-			$0.00	$0.00
084	-	-	-		-	-			$0.00	$0.00
085	-	-	-		-	-			$0.00	$0.00
086	-	-	-		-	-			$0.00	$0.00
087	-	-	-		-	-			$0.00	$0.00
088	-	-	-		-	-			$0.00	$0.00
089	-	-	-		-	-			$0.00	$0.00
090	-	-	-		-	-			$0.00	$0.00
091	-	-	-		-	-			$0.00	$0.00
092	-	-	-		-	-			$0.00	$0.00
093	-	-	-		-	-			$0.00	$0.00
094	-	-	-		-	-			$0.00	$0.00
095	-	-	-		-	-			$0.00	$0.00
096	-	-	-		-	-			$0.00	$0.00
097	-	-	-		-	-			$0.00	$0.00
098	-	-	-		-	-			$0.00	$0.00
099	-	-	-		-	-			$0.00	$0.00
100	-	-	-		-	-			$0.00	$0.00
101	-	-	-		-	-			$0.00	$0.00
102	-	-	-		-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Madison **Date:** 10/5/2026

MSA ID#: AL-12571584-DTark **SO ID#:** AL-12571584-DTark-30972262

PAGE 4 of 7

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Solution Charges Monthly	Solution Charges One-Time
103	-	-	-		-	-			$0.00	$0.00
104	-	-	-		-	-			$0.00	$0.00
105	-	-	-		-	-			$0.00	$0.00
106	-	-	-		-	-			$0.00	$0.00
107	-	-	-		-	-			$0.00	$0.00
108	-	-	-		-	-			$0.00	$0.00
109	-	-	-		-	-			$0.00	$0.00
110	-	-	-		-	-			$0.00	$0.00
111	-	-	-		-	-			$0.00	$0.00
112	-	-	-		-	-			$0.00	$0.00
113	-	-	-		-	-			$0.00	$0.00
114	-	-	-		-	-			$0.00	$0.00
115	-	-	-		-	-			$0.00	$0.00
116	-	-	-		-	-			$0.00	$0.00
117	-	-	-		-	-			$0.00	$0.00
118	-	-	-		-	-			$0.00	$0.00
119	-	-	-		-	-			$0.00	$0.00
120	-	-	-		-	-			$0.00	$0.00
121	-	-	-		-	-			$0.00	$0.00
122	-	-	-		-	-			$0.00	$0.00
123	-	-	-		-	-			$0.00	$0.00
124	-	-	-		-	-			$0.00	$0.00
125	-	-	-		-	-			$0.00	$0.00
126	-	-	-		-	-			$0.00	$0.00
127	-	-	-		-	-			$0.00	$0.00
128	-	-	-		-	-			$0.00	$0.00
129	-	-	-		-	-			$0.00	$0.00
130	-	-	-		-	-			$0.00	$0.00
131	-	-	-		-	-			$0.00	$0.00
132	-	-	-		-	-			$0.00	$0.00
133	-	-	-		-	-			$0.00	$0.00
134	-	-	-		-	-			$0.00	$0.00
135	-	-	-		-	-			$0.00	$0.00
136	-	-	-		-	-			$0.00	$0.00
137	-	-	-		-	-			$0.00	$0.00
138	-	-	-		-	-			$0.00	$0.00
139	-	-	-		-	-			$0.00	$0.00
140	-	-	-		-	-			$0.00	$0.00
141	-	-	-		-	-			$0.00	$0.00
142	-	-	-		-	-			$0.00	$0.00
143	-	-	-		-	-			$0.00	$0.00
144	-	-	-		-	-			$0.00	$0.00
145	-	-	-		-	-			$0.00	$0.00
146	-	-	-		-	-			$0.00	$0.00
147	-	-	-		-	-			$0.00	$0.00
148	-	-	-		-	-			$0.00	$0.00
149	-	-	-		-	-			$0.00	$0.00
150	-	-	-		-	-			$0.00	$0.00
151	-	-	-		-	-			$0.00	$0.00
152	-	-	-		-	-			$0.00	$0.00
153	-	-	-		-	-			$0.00	$0.00

* Services Location Details attached Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL: $0.00 $0.00

COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 10/5/2026 MSA ID#: AL-12571584-DTark SO ID#: AL-12571584-DTark-30972262 Account Name: City of Madison

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Plaza Blvd	142 Plaza Blvd		Madison	TN	35758	$0.00				
2	County Line	12266 County Line Rd		Madison	TN	35756	$0.00				
3	Madison Pike	8324 Madison Pike		Madison	TN	35758	$0.00				
4	Hughes Rd #1282	1282 Hughes Rd		Madison	TN	35758	$39.95				
5	Old Monrovia Rd	1570 Old Monrovia Rd NW		Madison	TN	35806	$39.95				
6	Palmer Rd	574 Palmer Rd		Madison	TN	35758	$39.95				
7	Hughes Rd #1115	1115 Hughes Rd		Madison	TN	35758	$39.95				
8	Hughes Rd #100	100 Hughes Rd		Madison	TN	35758	$39.95				
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COMCAST BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: 10/5/2026 MSA ID#: AL-12571584-DTark SO ID#: AL-12571584-DTark-30972262 Account Name: City of Madison

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38											
39											
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COMCAST BUSINESS

COMCAST TRUNK SERVICES SALES ORDER FORM

SUMMARY OF TRUNK SERVICES AND PRICING

Date: 10/5/2026 MSA ID#: AL-12571584-DTark SO ID#: AL-12571584-DTark-30972262 Account Name: City of Madison

Service Term: 36 MONTHS

PAGE 7 of 7

																											Solution Charges		
Site	Location Name/Site ID	# Full PRI	# Fractional PRI	# Additional Channels PORT 1	# Additional Channels PORT 2	# Additional Channels PORT 3	# Additional Channels PORT 4	# Additional Channels PORT 5	# Additional Channels PORT 6	# Additional Channels PORT 7	# Additional Channels PORT 8	SIP Trunk CCS	# of 1 TN Blocks	# of 20 TN Blocks	# of 100 TN Blocks	# of 200 TN Blocks	# of 500 TN Blocks	# of 1000 TN Blocks	# of RCF TNs	# of Toll Free #'s	# of Trunk Groups	# of Trunk Groups with DNIS	Monthly Call Detail Record	Existing Customer	Existing Customer MRC	Existing Customer Equip Fee MRC	Total Customer MRC	Incremental Monthly Equipment Fee	Incremental Monthly Recurring Charges	Standard Installation Fees
1																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
11																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
16																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
17																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
18																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
19																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
20																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
21																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
22																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
24																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
25																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
26																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
27																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
28																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
29																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
30																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
31																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
32																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
33																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
34																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
35																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
36																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
37																									$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
																							Page 7 Total:		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

ORDINANCE NO. 2026-432

AUTHORIZATION OF A JOINT PURCHASING AGREEMENT BY AND BETWEEN THE CITY OF MADISON, ALABAMA, AND THE CITY OF HUNTSVILLE, ALABAMA

WHEREAS, the City of Madison, Alabama (hereinafter, "Madison"), and the City of Huntsville, Alabama (hereinafter, "Huntsville"), desire to enter into a Joint Purchase Agreement pursuant to the terms of Alabama Code § 41-16-50(c) to provide for the purchase of pursuit rated light duty vehicles; and

WHEREAS, Huntsville currently holds a contract with Woody Anderson Ford, Inc. (Contract #72202615) ratified via Huntsville Resolution No. 26-697 adopted on August 13, 2026; and

WHEREAS, Contract #72202615 was established pursuant to a competitive bid process executed by the City of Huntsville in full accord with the Alabama Competitive Bid law; and

WHEREAS, Huntsville agrees to allow Madison to utilize its contract with Woody Anderson Ford, Inc., to purchase pursuit rated light duty vehicles pursuant to its letter dated October 12, 2026; and

WHEREAS, Madison's utilization of Huntsville's existing contract with Woody Anderson Ford, Inc., will provide lower costs to Madison and serves a public purpose with such lower pricing for said vehicles.

NOW, THEREFORE, BE IT RESOLVED that by adoption of this Ordinance, Madison expresses its approval of the agreement set out herein below to provide for joint purchasing by Madison and Huntsville on the following terms:

1. Madison may, at its option, elect to purchase any pursuit rated light duty vehicle designated

and priced through Huntsville's Contract #72202615; and

2. Madison will order directly from the vendor and pay the vendor directly for any vehicle enumerated under Huntsville's contract with Woody Anderson Ford; and
3. Each party to this Agreement shall be responsible for purchasing and paying for its agreed upon purchase of a pursuit rated light duty vehicle; and
4. This Ordinance, after its adoption and execution, shall be effective to constitute a Joint Purchasing Agreement with Huntsville, Alabama, upon the City of Madison's acceptance of Huntsville's October 12, 2026, letter offer to enter into this joint purchasing agreement (**Attachment A: October 12, 2026, Huntsville Offer Letter**).

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

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

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

HUNTSVILLE
The Star of Alabama

Finance Department
Procurement Services Division

October 12, 2026

City of Madison
Chief Johnny Gandy
100 Hughes Road
Madison, AL 35758

RE: Utilization of City of Huntsville New Light Duty Vehicles Contract (#5202615) and Pursuit Rated Light Duty Vehicles (#72202615)

Dear Chief Gandy:

This letter serves as written authorization granting the City of Madison, Alabama permission to utilize the New Light Duty Vehicles contract currently held by Woody Anderson Ford and Donohoo Chevrolet and the Pursuit Rated Light Duty Vehicles contract the City currently holds with Woody Anderson Ford. These contract was competitively solicited under Invitation to Bid (IFB) No. 5-2026-15 and 72-2026-15 and were subsequently awarded pursuant to Resolution Nos. 25-963 and 26-697.

Contract 5202615 is currently in its first term which commenced on December 4, 2025 and is set to expire on December 3, 2026. Contract 72202615 is also in its first term which commenced on August 13, 2026 and is set to expire on August 12, 2027. For both contracts, the City may elect to extend the contracts for two additional one-year terms.

The pricing structure, product and service offerings made available under this contract are detailed in the attached resolution, IFB, and pricing schedule. If you have any questions regarding this contract, you may contact Tomasa Buis, Procurement Analyst II at tomasa.buis@huntsvilleal.gov as she manages this contract. Questions regarding product and services offerings may be directed to Matt Gardner, Fleet Services Manager at matt.gardner@huntsvilleal.gov.

Sincerely,

Tamara M. Yancy
Procurement Manager

CC: Richard Wilkinson, Director of General Services and Fleet Services
Matt Gardner, Fleet Services Manager
Tomasa Buis, Procurement Analyst II

ORDINANCE NO. 2026-444

AN ORDINANCE AMENDING ORDINANCE NO. 2026-201 ESTABLISHING REGULATIONS CONCERNING SHORT-TERM RENTALS IN THE CITY OF MADISON, ALABAMA

WHEREAS, on June 22, 2026, the City of Madison, Alabama (the "City"), adopted Ordinance No. 2026-201 establishing regulations concerning short-term rentals in the City (the "Ordinance"); and

WHEREAS, the City Council of the City of Madison, Alabama (the "City Council"), desires to amend the Ordinance in order to provide for an administrative appeal process and the creation of a board to hear appeals.

THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama (the "City Council"), as follows:

Section 1. Section 11 is amended to read as follows:

Section 11. Denial, Suspension, Revocation, & Appeals

A. Grounds for Denial, Suspension, or Revocation.

Any STR Permit and/or business license issued pursuant to this Article may be denied, suspended, or revoked by the City, following notice as provided in herein, for any of the following causes:

1. Any fraud, misrepresentation, or false statement contained in the application or made in connection with any transaction;
2. Any violation of this Article; or
3. The operation of a business permitted under this Article in an unlawful manner, or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public.

Any suspension imposed under this subparagraph shall be for such period as the Building Department determines appropriate to the circumstances, not to exceed twelve (12) months.

B. Mandatory Suspension and Revocation for Substantiated Complaints.

In addition to the authority herein, if three (3) valid complaints concerning a Short-Term Rental are substantiated by the City within a twelve (12) month period, the Operator's STR Permit shall be suspended by the Building Department for a period of no less than six (6) months. If an Operator's STR Permit is suspended a second time within any twenty-four (24) month period, the second suspension shall be for a period of no less than twelve (12) months. If an Operator's STR Permit is suspended a third time within any thirty-six (36) month period, the STR Permit shall be permanently revoked.

C. Notice of Denial, Suspension, or Revocation.

The Building Department shall issue written notice of any denial, suspension, or revocation under this Ordinance. The notice shall set forth specifically the grounds for the action, including, where applicable, the date and nature of each substantiated complaint; the effective date and duration of any suspension; and the right to appeal under this Paragraph, including the deadline for filing an appeal.

1. *Notice of Denial*. Notice of denial shall be served on the applicant by certified or registered mail, postage prepaid, at the mailing address listed in the application.
2. *Notice of Suspension or Revocation.* Notice of suspension or revocation shall be served on the Owner of record by certified or registered mail, postage prepaid, to the Owner's listed mailing address and to the address of the Short-Term Rental. Notice shall also be given to the Operator (if different from the Owner) and to the Local Contact Person.

D. Short-Term Rental Appeals Board.

1. *Establishment.* There is hereby established the Short-Term Rental Appeals Board (the "Board"), which shall hear and decide appeals as provided in this Paragraph.
2. *Membership.* The Board shall consist of five (5) members as follows:
    i. One (1) employee of the Madison Police Department, designated by the Chief of Police;
    ii. One (1) employee of the Planning Department, designated by the Director of Planning;
    iii. One (1) employee of the Madison Fire Department, designated by the Fire Chief;
    iv. One (1) person with professional experience in construction or the building trades, appointed by the City Council; and
    v. One (1) person appointed by the Mayor.

    No member shall own, operate, or manage a Short-Term Rental within the City. Members appointed under items (iv) and (v) shall be residents of the City of Madison at the time of appointment and throughout their term. Each official designating a member under items (i) through (iii) may also designate an alternate employee from the same department to serve in the member's absence or disqualification.
3. *Terms.* Members designated under items (i) through (iii) shall serve at the pleasure of the designating official and only while employed by the designating department. Members appointed under items (iv) and (v) shall serve terms of three (3) years. Appointed members may be reappointed and shall serve until a successor is appointed. A vacancy shall be filled for the remainder

of the unexpired term in the same manner as the original designation or appointment.

4. *Removal.* A designating official may replace a member designated under items (i) through (iii) at any time. A member appointed under item (iv) or (v) may be removed by the appointing authority for cause, including neglect of duty, misconduct, an undisclosed conflict of interest, or failure to attend three (3) consecutive meetings without excuse, after written notice and an opportunity to be heard. Any member who comes to own, operate, or manage a Short-Term Rental within the City shall immediately vacate their seat.
5. *Conflicts of Interest.* All members shall comply with the Alabama Ethics Law for officials and members appointed to serve on City boards.
6. *Officers and Records.* The Board shall elect a chair and vice chair from among its members and may appoint a secretary to keep minutes and records of all proceedings. The secretary shall not be required to be a member of the Board.
7. *Meetings, Quorum, and Voting.* All meetings and hearings of the Board shall be open to the public and conducted in accordance with the Alabama Open Meetings Act. A majority of the members shall constitute a quorum. The concurring vote of a majority of the members present and voting, but not less than three (3) members, shall be required to reverse or modify a decision under appeal.
8. *Jurisdiction.* The Board shall hear and decide appeals of the denial, suspension, or revocation of an STR Permit and/or business license issued pursuant to this Ordinance. The Board shall have no authority to waive, vary, or amend any requirement of this Article.

E. Appeal.

An applicant, Owner, or Operator may appeal a denial, suspension, or revocation by serving written notice of appeal on the City Clerk within fifteen (15) calendar days of receipt of the notice detailed herein. The notice of appeal shall include the name and address of the appellant, the address of the Short-Term Rental, a copy of the notice being appealed, and a statement of the grounds for the appeal. An appeal not timely filed shall not be heard, and the denial, suspension, or revocation shall be final.

The filing of an appeal shall not stay a suspension or revocation, which shall remain in effect unless reversed or modified by the Board. The filing of an appeal from a denial shall not authorize the operation of a Short-Term Rental.

The Board shall hear the appeal no later than sixty (60) calendar days after the notice of appeal is filed, unless the appellant agrees in writing to a later date. Written notice of the date, time, and place of the hearing shall be served on the appellant by certified or registered mail at least fifteen (15)

days before the hearing. At the hearing, the appellant and the City may present testimony, documents, and other evidence, and the appellant may be represented by counsel. The hearing shall be recorded, and all evidence submitted shall become part of the record.

The Board may affirm, reverse, or modify the denial, suspension, or revocation, and in reversing a denial may direct the issuance of the STR Permit and/or business license subject to compliance with all other requirements of this Article. The Board shall issue a written decision stating its findings of fact and the reasons for its decision within fifteen (15) calendar days after the close of the hearing, and shall serve a copy on the appellant.

Any appellant aggrieved by a decision of the Board may appeal the decision to the City Council by serving written notice of appeal on the City Clerk within fifteen (15) calendar days of receipt of the Board's written decision. The notice of appeal shall include a copy of the Board's decision and a statement of the grounds for the appeal. If no appeal is timely filed, the decision of the Board shall be final.

The City Council shall hear the appeal at a regularly scheduled meeting held no later than sixty (60) calendar days after the notice of appeal is filed, unless the appellant agrees in writing to a later date. Written notice of the date, time, and place of the hearing shall be served on the appellant by certified or registered mail at least fifteen (15) calendar days before the hearing.

The City Council's review shall be limited to the record of the proceedings before the Board, including the Board's written decision, and to argument by the appellant and the City. The City Council may affirm, reverse, or modify the decision of the Board by a majority vote of the members present and voting. The City Council shall issue a written decision stating its findings and the reasons for its decision within fifteen (15) calendar days after the hearing, and the City Clerk shall serve a copy on the appellant. The decision of the City Council shall be final. The effect of an appeal to the City Council on any suspension, revocation, or denial shall be the same as provided herein.

F. Judicial Review.

Any person aggrieved by a final decision of the City Council may seek judicial review in the Circuit Court of the county in which the Short-Term Rental is located, as otherwise provided by law, within fifteen (15) calendar days after the date of the City Council's written decision.

Section 2. This Ordinance shall be effective upon its adoption and publication as provided by law.

Section 3. 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 at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 9th day of November 2026.

President
Madison City Council

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of November 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-314

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 August 26, 2026, the owner 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:

Parcel Number 09 07 35 0 000 001.005

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58 minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

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:

Parcel Number 09 07 35 0 000 001.005

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58

minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

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

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

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

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 26th day of October 2026.

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

ATTEST:

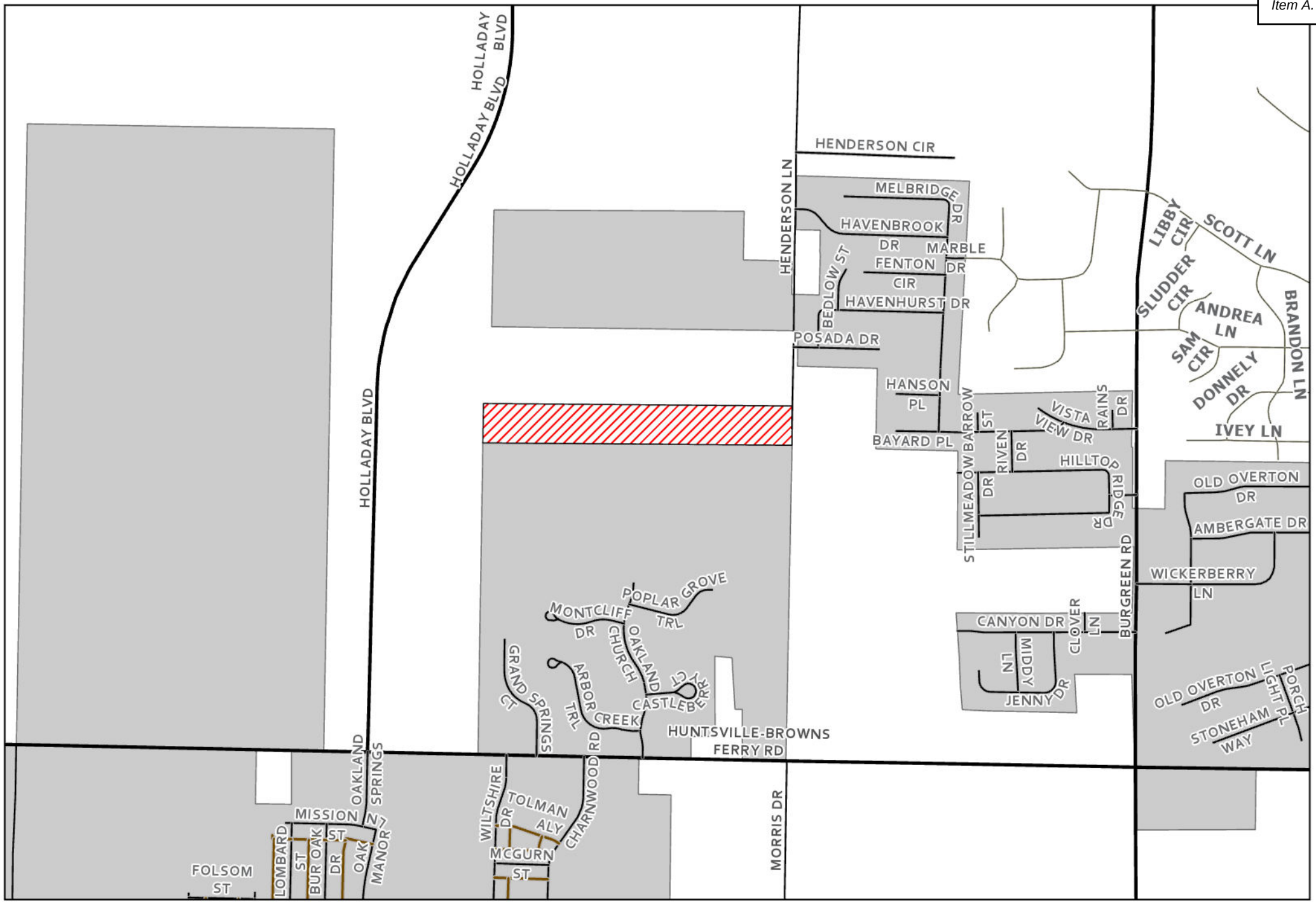
_____
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



Proposed Annex

ORDINANCE NO. 2026-317

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 August 24, 2026, the owner 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:

139 Lewter Drive
(Parcel No: 16 01 02 0 002 043.001)

ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET TO THE POINT OF BEGINNING.

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:

139 Lewter Drive

(Parcel No: 16 01 02 0 002 043.001)

ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET TO THE POINT OF BEGINNING.

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 26th day of October 2026.

_____

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

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

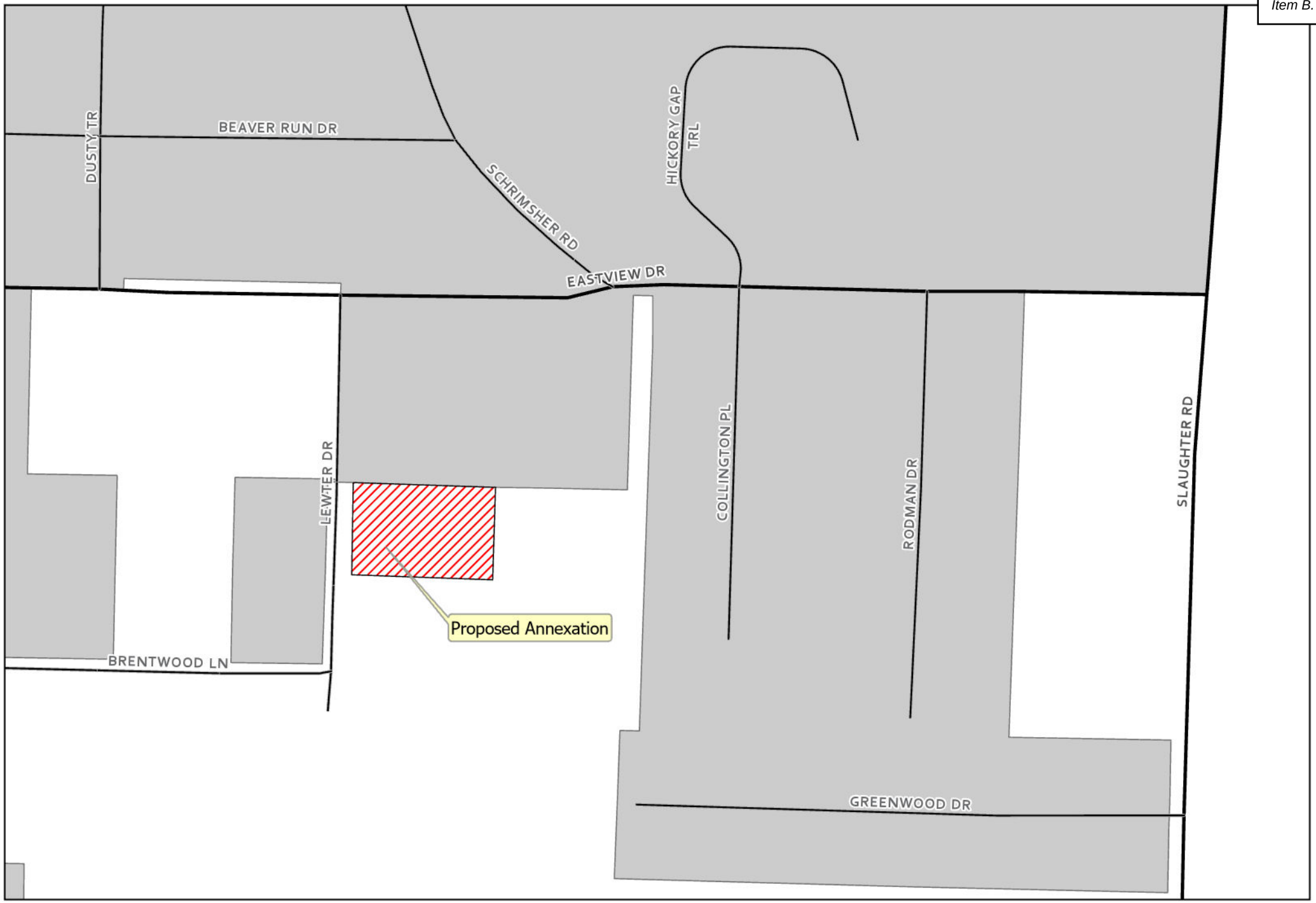
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



139 Lewter Dr - Annex

ORDINANCE NO. 2026-403

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 177 TOWHEE WAY, LOT 32 OF MOORE'S CREEK PHASE 5 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 **Eric Timothy Kleinhans & Teresa Michele Kleinhans** the vacation of a portion of a utility and drainage easement located within 177 Towhee Way, Lot 32 of Moore's Creek Phase 5 Subdivision and further described as follows :

ALL THAT PART OF LOT 32 OF MOORES CREEK PHASE 5 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, IN PLAT BOOK K, PAGES 278-279, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST AND ALONG THE NORTH BOUNDARY OF SAID LOT 32, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH BOUNDARY, SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST, 50.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 36 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 250 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 **Eric Timothy Kleinhans & Teresa Michele Kleinhans** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

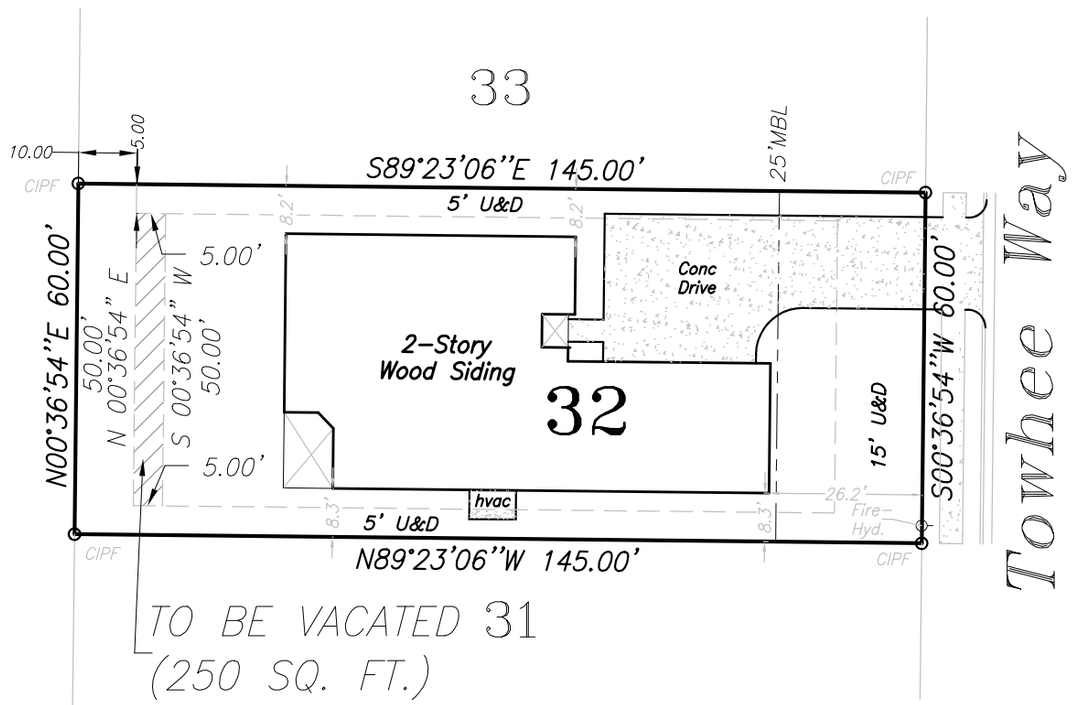
APPROVED this _____ day of October 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

1"=30'

GENERAL LEGEND

□	Concrete Monument, Found
■	Concrete Monument, Set
○	Property Corner, Found
•	Capped 1/2" Rebar, Set
R/W	Right-of-Way
M.B.L.	Minimum Building Line
F.S.L.	Front Setback Line
R.S.L.	Rear Setback Line
S.S.L.	Side Setback Line
F.F.E.	Finished Floor Elevation
U & D	Utility and Drainage
ESM'T.	Easement
REQ'D.	Required
—x—x—	Fence
M—	Measured
P—	Plat



FILE	0	SCALE:	1"=30'	EASEMENT VACATION	PREPARED FOR: Lennar Homes
PROJ.	22-176	DWN.	MD		
DATE	7/30/26	CHK	CMF		
		APP	CMF		

LOT 32
Moore's Creek
Phase 5

MULLINS, LLC
ENGINEERING & SURVEYING
2101 CLINTON AV., STE-503
HUNTSVILLE, ALABAMA 35805

NO	DESCRIPTION	DATE
1		

REVISIONS

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

STATE OF ALABAMA	§	**QUITCLAIM DEED**
	§	**(VACATION OF EASEMENT)**
COUNTY OF LIMESTONE	§	***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 **Eric Timothy Kleinhans & Teresa Michele Kleinhans**, a married couple (hereinafter referred to as "Grantees") any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement.

ALL THAT PART OF LOT 32 OF MOORES CREEK PHASE 5 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, IN PLAT BOOK K, PAGES 278-279, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST AND ALONG THE NORTH BOUNDARY OF SAID LOT 32, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH BOUNDARY, SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST, 50.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 36 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 250 SQUARE FEET, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of October, 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 October 2026.

_____
Notary Public

RESOLUTION NO. 2026-431-R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEOGOV FOR POWER DMS DOCUMENT MANAGEMENT SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to enter into a subscription agreement on behalf of the City of Madison, Alabama with NEOGOV for renewal and add on of the PowerLine Suite and Vetted Suite in PowerDMS for document management services, said document being substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Document Management Services Agreement", and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-1178	**Order #:**	Q-533344
Customer:	Madison Police Department (AL)	**Valid Until:**	11/16/2026
Effective Employee Count:	149		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Madison Police Department (AL) Jennifer Schwartz	**Shipping Contact :**	Madison Police Department (AL) Jennifer Schwartz
Billing Address:	100 Hughes Rd Madison, AL 35758	**Shipping Address:**	100 Hughes Rd Madison, AL 35758
Billing Contact Email:	jennifer.schwartz@madisonal.gov	**Shipping Contact Email:**	jennifer.schwartz@madisonal.gov
Billing Phone:		**Shipping Phone:**	

Payment Terms			
Payment Term:	Net 60	**Notes:**	user tier 125-149 - Renewal and Sales add on products
PO Number:			

Subscription Service

December 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12/16/2026	12/15/2027	149	User Count Based	$7,913.60
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	12/16/2026	12/15/2027	149	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
PowerPolicy SSO	Recurring	12/16/2026	12/15/2027	149	User Count Based	$673.89
Single Sign on Service						
PowerReady (formerly PowerFTO) Subscription	Recurring	12/16/2026	12/15/2027	155	Employee Based	$6,643.58
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
PowerLine Subscription	Recurring	12/16/2026	12/15/2027	149	Employee Based	$4,215.00
The PowerLine annual subscription provides and agency-wide license for access to the Android and iOS wellness application. Includes access to the nationwide peer volunteer network, library of wellness content and ability to access department-loaded local wellness resources.						
PowerLine Setup	Services			149	Employee Based	$2,362.50
Includes the onboarding services to assist in the implementation and set up of the PowerLine product. Includes the workshops and services described in the Statement of Work.						
Vetted Subscription	Recurring	12/16/2026	12/15/2027	49	Usage Based	$2,790.90

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Background investigation software to manage processes required for vetting prospective employees. Provides a centralized platform to manage candidates through selection process for both recruiters and background investigators. Pricing for Vetted subscription products is based on the Quantity purchased where Quantity represents the anticipated number of Background Investigations during the term of this Order Form, taking into account Customer's historical usage over the prior twelve-month period. If Customer exceeds the Quantity during a given subscription year, NEOGOV may adjust pricing for any subsequent year based on Customer's actual usage in the twelve-month period preceding the new subscription year or in the case of a renewal term, the twelve month period preceding the generation of the renewal quote (or an annualization of usage if twelve months of data are not yet available). For avoidance of doubt, nothing herein restricts NEOGOV from increasing its per-unit pricing in the ordinary course of business upon renewal.						
Vetted Setup	Services			49	Usage Based	$1,378.50
Services to set up Vetted for an organization includes enabling the product, creating standard templates for Personal History Statements, questionnaires, correspondence and checklists; access to online training courses, online guidance from a NEOGOV implementation consultant during initial setup and implementation.						
					December 2026 TOTAL:	$25,977.97

Total: | $25,977.97

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at https://www.neogov.com/service-specifications (the "NEOGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our W-9 here.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Madison Police Department (AL)

Signature: _____

Printed Name: _____

Title: _____

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Date

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.