Agenda

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

6:00 PM
Council Chambers
September 28, 2026

AGENDA NO. 2026-18-RG

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

1. CALL TO ORDER

2. INVOCATION

   A. Pastor Matthew Bentley of Skyline Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

   A. Minutes No. 2026-10-WS, dated September 9, 2026

   B. Minutes No. 2026-17-RG, dated September 14, 2026

7. PRESENTATIONS AND AWARDS

   A. Presentation of Certificates to Alabama Legion Boys State and Alabama American Legion Auxiliary Girls State

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. 2026-360-R:** Declaring certain personal property surplus and authorizing its disposition by donation to Madison Hospital (2013 Dodge Charger)

B. **Resolution No. 2026-393-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065848 on a collision incident which occurred April 30, 2026, to a Public Works Vehicle ($2,115.72 [minus $1,000 deductible] to be deposited into General Operating account)

C. Acceptance of $25,000 final payment appropriation from Madison County Commission used for the Public Safety Annex Renovations-ARPA (to be deposited into American Recovery Act Checking Account (a sub-account of General Capital Improvement Checking) (Acceptance on February 24, 2025 for original acceptance of appropriation for this project)

D. Reimbursement for overpayments from Athens Utilities ($1,182,790.03 to be paid to Athens Utilities from Deferred Revenue in the General Fund)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

A. Appointment to the Madison Utilities Board to Place No. 3, that will be expiring

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.

13. DEPARTMENT REPORTS

ENGINEERING

A. **Resolution No. 2026-353-R:** Authorizing an Aid-To-Construction Agreement with Huntsville Utilities for Electrical at the Slaughter and Eastview Traffic Signal ($2,766.88 to be paid from Engineering Department Budget)

FACILITIES AND GROUNDS

A. **Resolution No. 2026-362-R:** Authorizing professional services agreement with Gilbert, McLaughlin, Casella Architects, PLC, for architectural programming phase services for the Madison Aquatics Facility

project ($22,000 to be paid from Facilities Budget and reimbursed by Park and Recreation Board warrant proceeds)

B. **Resolution No. 2026-364-R:** Authorizing Annual Service Agreement with Gen-Co, Inc. for generator inspection and maintenance services ($20,400 to be paid from Facilities FY 2027 Budget)

FINANCE

A. **Resolution No. 2026-296-R:** Authorizing Brokerage Services Agreement with Higginbotham Insurance Agency, Inc.

B. **Resolution No. 2026-361-R:** Authorizing Insurance Policy with The Travelers Companies, Inc. and its affiliates ($1,276,561.00 from FY 2027 General Fund General Services Budget)

C. **Resolution No. 2026-401-R:** Authorizing additional Insurance Policy (to be paid from General Fund Budget)

HUMAN RESOURCES

A. **Resolution No. 2026-351-R:** Specifying City holiday observance dates for calendar year 2027

B. **Proposed Ordinance No. 2026-392:** Amending Personnel Policies Section 12 relating to Court Bailiff Pay Rate Amendment (First Reading)

LEGAL

A. **Proposed Ordinance No. 2026-346:** Approving Amendments to Madison City Disability Advocacy Board Ordinance (First Reading 09/14/2026)

B. **Resolution No. 2026-396-R:** Authorizing Agreement with Williams & Jensen, PLLC, for consulting services ($60,000 to be paid from FY 2027 Legal Department Budget)

PLANNING

A. **Resolution No. 2026-322-R:** Authorizing a Permissive Use Agreement with Blue Pepper Investments, LLC for the installation of a stairway at 12 Main Street to connect to existing sidewalk on Martin Street

B. **Proposed Ordinance No. 2026-336:** Vacation of a utility and drainage easement located within 130 Stoneway Trail, Lot 18, Block 9 of Stone Ridge II Subdivision (First Reading 09/14/2026)

POLICE

A. **Proposed Ordinance No. 2026-333:** Repealing and replacing Chapter 11, Article I of the City of Madison Code of Ordinances (Security Alarm Systems) (First reading 09/14/2026)

B. **Resolution No. 2026-339-R:** Authorize a Memorandum of Understanding for participation in the North Alabama Drug Task Force

C. **Resolution No. 2026-354-R:** Authorizing an Agreement with Pethealth to utilize PetPoint and the services of PetPlace for animal shelter data management for a one-year term ($4,500 to be paid from Police Department budget)

D. **Resolution No. 2026-355-R:** Authorizing an Agreement with Station Automation Inc. (dba PSTrax) for the software license, setup and implementation, hosting and unlimited support of PSTrax's software as a service module for a one-year term ($10,880 to be paid from Police Department budget)

E. **Resolution No. 2026-358-R:** Authorizing the submission of an application for the BJA FY 2026 Crisis Response Training Program grant funding for the purchase of a virtual reality simulator, with no matching funds required

F. **Resolution No. 2026-359-R:** Authorizing the submission of an application for the BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for grant funding for the purchase of 360-degree crime and crash scene documentation system, with no more than $5000 in additional funds 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. 2026-10-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
September 9, 2026

The Madison City Council met for a public work session on Wednesday, September 9, 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-Virtually
Council District No. 3 Billie Goodson	Present
Council District No. 4 Michael McKay	Present
Council District No. 5 Alice Lessmann	Present
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Information Technology Director Chris White, Director of Operations and Communications Amanda Jarrett, Fire Chief Brandy Williams, Economic External Affairs Officer James Manasco, Information Technology Support Technician Toby Jenkins, Director of Finance David Lawing, Police Captain Mike Allen, Director of Human Resources Kelli Bracci and City Engineer Michael Johnson.

BUDGET

Director of Finance David Lawing presented a summary of the FY2027 operating budget.

Key Details of Budget

- Five new sworn police officers, four of which will serve as school resource officers
- 2% cost of living adjustments on all employees
- Steps are funded for every eligible employee across all departments
- City Council's top fourteen ranked priorities are addressed
- Road Projects funded by gas taxes
- Engineering and Collector Road Projects
- Cost Containment-Health Insurance
    - Council Member Goodson discussed with the Director of Finance David Lawing about the wellness availability. Council Member Bier discusses

the net increases and is still below market. Council Member Jackson asked about the estimated annual growth, with changes made. Director of Finance David Lawing responded with an estimate.

- All funds, mid-year FY2026 to FY2027 Initial Budget and the changes
  - Council Member Bier spoke about the budget and addressing the deficit
- Summary by fund group
  - Council Member Goodson asked what is included in Human Resource line item. Director of Finance David Lawing stated Human Resources is large line item due to health insurance and retirements. General Services includes the rest of the insurance for the city, liability, trash pickup, gasoline and other citywide functions.
- Sources of Revenue
- Expenditures by Function
- General Fund
- Debt Service

Mayor Ranae Bartlett reminded Council that the final fund balance will not be available until the end of the fiscal year, and it will go online at that time.

Council President Maura Wroblewski discussed leadership boards and for the council members to reach out to Director of Finance David Lawing or department heads with any questions.

Council Member Lessmann spoke about how the presentation helped those who were more visual. Council Member Goodson asked about the health insurance if the insurance increased due to new employment or rising premiums. Director of Finance David Lawing stated it included growth of staff and increase in premiums.

Mayor Ranae Bartlett and Council thanked Director of Finance David Lawing and the finance committee for the presentation.

ADJOURNMENT

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

The meeting was adjourned at 6:04 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
Amy Rumley, Recording Secretary

MINUTES NO. 2026-17-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 14, 2026

The Madison City Council met in regular session on Monday September 14, 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 Ethan Ryan, Midtown Baptist Church provided the invocation followed by the Pledge of Allegiance led by led by Council President Maura Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Ranae Bartlett	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 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, Municipal Records Coordinator Amy Rumley, City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Fire Chief Brandy Williams, Police Chief John Gandy, Director of Finance David Lawing, Director of Parks and Recreation Kory Alfred, Acting Director of Development Services Matt Davidson, Director of Operations Communications Amanda Jarrett and Economic Development Coordinator Clyde Evans.

Public Attendance registered: Maggie Minsk, Kim D'Alessandro, Rhonda Fox, Sally D. Brewer, Zach Adams, Opie Balch, and Matthew Balch

AMENDMENTS TO AGENDA

None

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION BY MAYOR BARTLETT DESIGNATING THE WEEK OF SEPTEMBER 14, 2026, PROFESSIONAL WOMEN IN BUILDING WEEK IN THE CITY OF MADISON TO EMMA PAGAN WITH HUNTSVILLE MADISON COUNTY BUILDERS' ASSOCIATION

Mayor Ranae Bartlett presented the proclamation to Emma Pagan and the Board of the Madison County Builders' Association. Ms. Emma Pagan thanked the mayor and spoke of the hope that more young women consider a career in building and construction.

APPROVAL OF MINUTES

MINUTES NO. 2026-16-RG DATED AUGUST 24, 2026

Council Member Kenneth Jackson moved to approve Minutes No. 2026-16-RG. Council Member Erica White seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2026-03-SP DATED AUGUST 31, 2026

Council Member Alice Lessmann moved to approve Minutes No. 2026-03-SP. Council Member Erica White seconded. The roll call vote taken was 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	Absent
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

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.*

RHONDA FOX

Ms. Fox appeared before Council and Mayor Barlett to voice her concern on the following items:

- Requesting to establish a committee of senior citizens for the senior center, to provide recommendations, new ideas, programs, activities and constructive feedback to the management center of the senior center

CAROLINE CHRISTIAN (DISTRICT 3)

Ms. Christian appeared before Council and Mayor Barlett to voice her concern on the following items:

- Flock cameras LPRs and the sharing of the information with Immigration
- Errors in the AI reading of license plates

JAMIE PAULSEN

Ms. Paulsen, President of Ashbury HOA, appeared before Council and Mayor Barlett to voice her concern on the following items:

- An ongoing Madison Utilities billing dispute
- HOA was billed for a commercial owned property, monies are still being withheld

KIM D'ALESSANDRO

Ms. D'Alessandro appeared before Council and Mayor Barlett to voice her concern on the following items:

- Operational management and communication issues at the Madison Senior Center

MAGGIE MINSK

Ms. Minsk appeared before Council and Mayor Barlett to voice her concern on the following items:

- Flock cameras, LPR's, and trust and transparency
- Ashbury HOA ongoing Madison Utilities billing dispute

AMY PRICE (HUNTSVILLE)

Ms. Price appeared before Council and Mayor Barlett to voice her concern on the following items:

- Thanked the council for the greenways
- Flock camera's and LPR's are precrime surveillance

No more public comments, public comments closed

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	$2,808,721.12
Special General Operating Accounts	$40,018.14
ADEM Storm Drainage	$775.00
½ Cent Capital Replacement	$2,500.00
½ Cent Infrastructure	$133,930.97
Gasoline Tax & Petroleum Inspection fees	$702,707.68
Street Repair and Maintenance	$3,802.74
Library Building Fund	$91,324.35
Water Distribution and Storage	$381,587.90
Venue Maintenance	$15,734.60
Fire CPR	$1,057.50

Regular and periodic bills to be paid

Resolution No. 2626-313-R: Authorizing the disposal or destruction of certain Fire Department records as reviewed by the Alabama Department of Archives and History

Resolution No. 2026-325-R: Authorizing ratification of a one-year License Agreement with CoStar for CoStar Suite web-based software at a monthly cost of $430 ($5,160 annually) (to be paid from the Mayor's Office budget)

Resolution No. 2026-328-R: Declaring 2009 Fire Safe House as surplus and authorizing its donation to the Hazel Green Volunteer Fire Department

Authorize Appropriation to Revenue Department line 10-140-000-1917-00 in the amount of $60,000 for Professional Services Agreement with RiverTree Systems, Inc. (adopted by Resolution No. 2024-230-R)

Resolution No. 2026-349-R: Declaring certain City vehicles as surplus and authorizing their disposal by public auction through Fowler Auction & Real Estate

Resolution No. 2026-350-R: Declaring surplus and authorizing the disposal of obsolete personal property formerly used by the Fire Department pursuant to Section 16-108 of the Code of Ordinances of

Resolution No. 2026-356-R: Authorizing an Agreement with Taylor Properties Alabama, LLC, for the sale of property located on Kyser Boulevard, which was declared surplus via Ordinance No. 2026-295

Resolution No. 2026-357-R: Ratifying Contractor Agreements for Fire Station No. 2 repairs and transferring funds to appropriate budget (Transfer of $110,780 to Facilities and Grounds Budget, Fire Repairs Line item)

Acceptance of $97.60 donation from PropertyRoom.com (to be deposited into Madison Police Department Donations account)

Acceptance of Madison Fire & Rescue appropriations from Madison County Commission in the amount of $22,000 (to be deposited in the Madison Fire Dept donation account)

Authorize payment to ALDOT in the amount of $446,010.01 for outstanding invoice for I-565 & County Line Road interchange project closeout expenses (pursuant to Resolution No. 2013-008-R and Agreement dated February 2013, to be paid from General Fund's Beginning Fund Balance)

Acceptance of a supplemental insurance payment from Alabama Municipal Insurance Corporation in the amount of $435.00 on Claim No. 066027 for replacement of graphics to a Police Department vehicle (original insurance settlement approved via Resolution No. 2026-259-R)

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

Council Member David Bier	Aye
Council Member Michael McKay	Aye
Council President Maura Wroblewski	Aye
Council Member Billie Goodson	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 Toyota Field and the management of the Trash Pandas for hosting the Artemis II astronauts
- Meet with Mayor Kent Lawrence of Decatur and spoke of the importance of regional corporation with other communities
- 25th anniversary of 9/11 at Toyota Field, commended Chief Williams and Chief Gandy for speaking at the event and recognizing all those who lost their lives that day
- Partnership with the school system, sidewalks to schools and aquatic center

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- On Saturday along with Council Member Jackson supported the Miracle League. Thank you to parks and recreations for hosting. Also, Stephanie Elmore with parks and recreation had shirts available to support the miracle league.
- Congratulations to the Rocket City Trash Pandas for making in the playoffs
- The Council attended the back-to-school breakfast
- Attended the Dale Strong luncheon
- Photo destination by MVP of 6-foot Madison Letters under construction right outside Toyota Field

COUNCIL DISTRICT NO. 2 DAVID BIER

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

Council Member Bier read the following statement for Council Member Billie Goodson, who was unable to attend. On September 22nd the Madison Police Advisory Committee will be meeting at the Madison Public Library at 6pm to discuss school resource officers. SRO's will be present with a presentation and then a questions and answers session.

Resolution No. 2026-326-R: Authorizing Funding from the City Council Special Projects Budget for the purchase of mural painting supplies for the Animal Control Building in an amount not to exceed $520

Council Member Bier moved to approve Resolution No. 2026-326-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	Absent
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

Resolution No. 2026-340-R: Authorizing Fiscal Year 2027 Budget

Director of Finance David Lawing presented a summary of the FY2027 operating budget.

Key Details of Budget

- Five new sworn police officers, four of which will serve as school resource officers
- 2% cost of living adjustments on all employees
- Steps are funded for every eligible employee across all departments
- City Council's top fourteen ranked priorities are addressed

- Road Projects funded by gas taxes
- Engineering and Collector Road Projects
- Cost Containment-Health Insurance
- All funds, mid-year FY2026 to FY2027 Initial Budget and the changes
- Summary by fund group
- Sources of Revenue
- Expenditures by Function
- General Fund
- Debt Service

Council Member Bier talked about process of the budget. The finance committee, which includes Council Member McKay and Council Member Lessman, met with all the different departments to better understand the line items. The role of council is fiscal responsibility and approving the budget but not necessarily the managing of day to day. Managing the city is the mayor's responsibility, which happens through the department heads. Council Member Bier also addressed the deficit and every dollar not spent off sets the deficit. The final reserve balance will not be known until after all the bills are paid. Also, a goal of projecting out three of four years to make better long-term decisions.

Council Member McKay thanked Council Member Bier and believed it is a very fiscally responsible budget. Council Member McKay reviewed the Alabama League of Municipalities on municipalities and budgeting and believed everything was followed if the budget is adopted by October first.

Council Member Jackson stated "First off, thanks to the department heads for clearly presenting their recommendations for upcoming years. I appreciate Mayor Bartlett and her staff for prioritizing the Council's input on capital improvements; all of our voices were heard equally. I'm also grateful to the Finance Committee for their part in bringing this budget before us. All that being said, I'm disappointed that it was published in summary form only. The draft that was shared with Council last week was over a hundred pages long, but most of the details are currently withheld from public view. For example, I didn't see any mention in the agenda packet or the presentation we just saw of appropriations to outside agencies, which totaled more than $600,000 and were detailed in specific numbers in this packet. According to the archive on the City's website, the full document was released in advance as recently as 2016. We should return to that practice so residents can clearly see where their money's going before we vote on it."

Council Member McKay stated he respected Council Member Jackson's statement however outside funding has gone down for the first time in the last decade. And believes the number Council Member Jackson reported on the outside entity is correct. The Alabama League of Municipalities states the releasing of the budget before adoption is for the governing body to decide.

Council Member Bier moved to approve Resolution No. 2026-340-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	Absent
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Nay

Motion carried.

Mayor Ranae Bartlett thanked the council for reviewing and passing the budget expeditiously. Also, for helping formulate the five-year capital plan that will be presented on the October 14th work session. Mayor Ranae Bartlett also thanked Director of Finance David Lawing. The entire budget book will be presented on October 1st once all the final bills are paid on September 30th.

Council President Maura Wroblewski thanked Mayor Ranae Bartlett for allowing the council to have input, opinions and on ranking projects.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Office hours last week, thank you to all you reached out
- Next office hours are December 16 from 4-5pm at city hall room 130
- Fifty days from now is Alabama's general election, please vote

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- September 17th is Bob Jones homecoming parade
- October 3rd is Madison Street Festival
- Madison Chamber annual membership meeting award nominations have been extended to September 18th
- Apply now for the fall Madison Civic awareness academy, learn what it takes to run a city and connect with the people who make it happen, 6-week program beginning on September 29th, applications due by September 21st

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Office hours last week, thanked all who attended
- Thanked City Engineer Michael Johnson for meeting to address residents' concerns and working together

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Beatification and Tree Board will meet on September 15th at 6:00pm Madison Meeting Hall room 105
- Madison Community Center will host a book swap Saturday September 19th at 9am to 11am
- Next office hours Saturday September 24th from 2-3pm at Madison Public Library

BOARD/COMMITTEE APPOINTMENTS

Council Member Michael McKay recommended the appointment of Sarah Long to Place 7 of the Madison City Disability Advocacy Board. Ms. Sarah Long has a Master of Special Education and a community volunteer. The Council accepts the appointment of Ms. Sarah Long to Place 7 of the Madison City Disability Advocacy Board.

PUBLIC HEARINGS

PROPOSED ORDINANCE NO. 2026-274: ZONING CERTAIN PROPERTY OWNED BY LATIF LEKA, CONSISTING OF 0.46 ACRES, LOCATED AT 158 FORREST DRIVE, SOUTH SIDE OF FORREST DRIVE, EAST OF RAINBOW DRIVE, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 8/10/2026)

Council Member Bier moved to approve Proposed Ordinance No. 2026-274. 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	Absent
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-279: REZONING CERTAIN PROPERTY OWNED BY CHARLES AND MARTHA RODMAN, CAROL GREEN, JAMES AND SUSIE LEWTER, CONSISTING OF 23.4 ACRES, LOCATED ON THE WEST SIDE OF SLAUGHTER ROAD, NORTH OF EASTVIEW DRIVE, REZONING APPROXIMATELY 19 ACRES FROM AG (AGRICULTURE DISTRICT) TO R-1C (SINGLE-FAMILY CONSERVATION DISTRICT) AND APPROXIMATELY 4.4 ACRES FROM AG TO B-2 (FIRST READING 08/10/2026)

Council President Maura Wroblewski recused prior to the proposed ordinance being presented.

Acting Director of Development Services Matt Davidson presented the proposed ordinance. The applicant intends to develop thirty single family homes and set aside twenty-three percent for open space. The applicant is also requesting rezoning 4.4 acres of Slaughter Road from AG to B2 which would allow for commercial development. At the planning

committee meeting, three citizens spoke, one had concerns of the tree canopy along the southern perimeter. The applicant is going to provide a forty-five-foot natural buffer in that area along with the preservation of one hundred- and fifty-foot-wide track along the western perimeter. The other two citizens who spoke shared concerns regarding road improvement, drainage and electrical infrastructure on Slaughter Road. The proposed rezoning is consistent with the comprehensive plan and both staff and the planning commission are recommending approval.

Council Member Jackson expressed concern about the additional congestion this rezoning could cause near Slaughter's intersections with Eastview and Farrow. Council member Jackson said it would be a shame to increase traffic in that area so soon after the new lanes under construction were completed.

Council Member McKay asked if the citizen who brought concern of the buffer was satisfied with the change. Acting Director of Development Services, Matt Davidson, responded with it was adequate and they were satisfied.

Mayor Ranae Bartlett spoke of the continuing widening of HWY72. Back as a city council member sat down with Huntsville City Council and Madison County Commission and retained an engineer for a long-range plan and a traffic study. The additional turn lanes on Slaughter are from that as well as design plans to widen Slaughter Road. The plan is in place and waiting on Federal funding.

Council Member Bier stated the request is in alignment with the comprehensive plan, and the request also brings in commercial B2. This is smart growth which aligns with the city's comprehensive plan and the planning commission, and staff voted to approve the request.

Council Member White, a voting member on the planning commission, remembers the citizens who spoke. At what point does engineering weigh in with recommendations regarding traffic. Acting Director of Development Services, Matt Davidson, responded as part of the subdivision process, traffic is evaluated, as well as the number of homes, and potential commercial. With thirty homes, the request does not trigger turn lanes, but when the potential commercial develops the city engineer will decide on the requirements.

Council Member McKay asked if the planning commission unanimously approved the request. Acting Director of Development Services, Matt Davidson responded in the affirmative. Council Member Jackson stated planning commission approvals are not binding on the council. Acting Director of Development Services, Matt Davidson responded in the affirmative.

Council Member White moved to approve Proposed Ordinance No. 2026-279. Council Member Lessman seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

CITY CLERK

RESOLUTION NO. 2026-324-R: AUTHORIZING A LEASE AGREEMENT WITH PITNEY BOWES, INC., FOR POSTAGE METER SERVICES THROUGH THE NASPO PURCHASING COOPERATIVE IN THE AMOUNT OF $1,067.40 PER QUARTER ($4,269.60 ANNUALLY) (TO BE PAID FROM CITY CLERK-TREASURER DEPARTMENT BUDGET)

Council Member Bier moved to approve Resolution No. 2026-324-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 Bille Goodson	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

ENGINEERING

RESOLUTION NO. 2026-312-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC., FOR ENVIRONMENTAL SERVICES FOR THE FY2026 MUNICIPAL TRAINING IN THE AMOUNT OF $2,200 PER TRAINING SESSION (TO BE PAID FROM STORMWATER ACCOUNT)

Council Member White moved to approve Resolution No. 2026-312-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	Absent
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-321-R: ACCEPTANCE OF STAR ESTATES PHASE 2B INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member White moved to approve Resolution No. 2026-321-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	Absent
Council Member Michael McKay	Aye

Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-323-R: AUTHORIZING AN APPLICATION FOR TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FOR PROJECT NO. 26-012 TO EXTEND THE TOWN MADISON GREENWAY/SINGING RIVER TRAIL (CITY OF MADISON MATCH AMOUNT IN ADDITION TO NON-ELIGIBLE PROJECT COSTS $200,000)

Council Member Jackson moved to approve Resolution No. 2026-323-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	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye

Motion carried

RESOLUTION NO. 2026-334-R: ACCEPTANCE OF MCCAULLEY MANOR SUBDIVISION INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Bier moved to approve Resolution No. 2026-334-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2026-335-R: AUTHORIZING CHANGE ORDER #2 FOR IVALDI ENGINEERING ON PROJECT 26-003 TOWN MADISON/I-565 SIGNAL FOR ALDOT PLAN SET MODIFICATION (NOT TO EXCEED $12,520 PAID FROM ENGINEERING BUDGET)

Council Member McKay moved to approve Resolution No. 2026-335-R. Council Member White seconded. The vote was taken and recorded as follows:

Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Maura Wroblewski	Aye
Council Member David Bier	Aye

Council Member Billie Goodson	Absent
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried

RESOLUTION NO. 2026-337-R: AUTHORIZING PROPERTY ACQUISITIONS FOR PROJECT NO. 22-008 - BRADLEY STREET IMPROVEMENTS

Council Member White moved to approve Resolution No. 2026-337-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	Absent
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried

RESOLUTION NO, 2026-352-R: AUTHORIZING AN APPLICATION FOR TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FOR PROJECT NO. 26-005 EASTVIEW SIDEWALK DESIGN (CITY OF MADISON TO PROVIDE UP TO $200,000 OF MATCHING FUNDS IN ADDITION TO NON-ELIGIBLE PROJECT COSTS)

Council Member Lessmann moved to approve Resolution No. 2026-352-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

FIRE AND RESCUE

RESOLUTION NO. 2026-329-R: AUTHORIZING THE PURCHASE OF SIX LIFEPAK 35 DEVICES AND ACCESSORIES FROM STRYKER SALES, LLC, THROUGH SOURCEWELL NATIONAL PURCHASING COOPERATIVE AND AUTHORIZING THE TRADE IN OF SIX LIFEPAK 15 DEVICES VALUED AT $48,000.00 ($300,284.91 TO BE PAID UTILIZING THE ALABAMA OPIOID SETTLEMENT FUNDS)

Council Member Jackson moved to approve Resolution No. 2026-329-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	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye

Motion carried.

INFORMATION TECHNOLOGY

RESOLUTION NO. 2026-341-R: AUTHORIZING THE PURCHASE OF TWELVE HPE ARUBA NETWORKING SWITCHES FROM PC SOLUTIONS & INTEGRATION, UTILIZING THE GOVERNMENT SERVICES ADMINISTRATION CONTRACT ($79,788.36 TO BE PAID FROM IT DEPARTMENT BUDGET)

Council Member McKay moved to approve Resolution No. 2026-341-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2026-342-R: AUTHORIZING AGREEMENT WITH THE CITY OF MADISON BOARD OF EDUCATION FOR SIDEWALK FUNDING AND CONSTRUCTION ($150,000 TO BE DEPOSITED IN PUBLIC WORKS BUDGET)

City Attorney Megan Zigarelli stated the agreement for the initial list are sidewalks at Discovery middle school, Liberty middle school, Bob Jones high school and two at James Clemens high school. Council Member Bier thanked the board of education for helping with the improvements.

Council Member Jackson moved to approve Resolution No. 2026-342-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-343-R: AUTHORIZING THE INCORPORATION OF THE PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON

City Attorney Megan Zigarelli stated as the mayor mentioned this board can help with the funding and construction of the aquatic center.

Council Member Lessmann moved to approve Resolution No. 2026-343-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-344-R: APPOINTING BOARD MEMBERS TO THE PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON

City Attorney Megan Zigarelli stated the first three board members, Scott Harbour, Dr. Steve Sullins and Taron Thorpe are already a part of the redevelopment authority and signed the application to incorporate the board.

Council Member Bier moved to approve Resolution No. 2026-344-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-345-R: APPROVING INTERSTATE 565 RIGHT OF WAY MOWING AGREEMENT AND PERMIT WITH ALDOT ($25,000 REIMBURSEMENT FOR CITY RIGHT OF WAY MOWING EXPENSES)

Council Member Lessmann moved to approve Resolution No. 2026-345-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-346: APPROVING AMENDMENTS TO MADISON CITY DISABILITY ADVOCACY BOARD ORDINANCE (FIRST READING)

This is a first reading only

RESOLUTION NO. 2026-347-R: AUTHORIZING PARTICIPATION IN FIRE APPARATUS MANUFACTURER MULTI-DISTRICT ANTITRUST LITIGATION

Council Member Jackson moved to approve Resolution No. 2026-347-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	Absent
Council Member Michael McKay	Aye
Council Member Alice Lessman	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2026-272: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 158 FORREST DRIVE, SOUTH SIDE OF FORREST DRIVE, EAST OF RAINBOW DRIVE, INTO THE CITY OF MADISON (FIRST READING 08/10/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-272. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-298: VACATION OF A PEDESTRIAN EASEMENT LOCATED WITHIN 107 CABOT CIRCLE, LOT 7 OF BILTMORE BEND OF HERITAGE PLANTATION SUBDIVISION (FIRST READING 08/24/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-298. 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	Absent
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-300: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 117 KENSINGTON DRIVE, LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION FIRST ADDITION (FIRST READING 08/24/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-300. 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	Absent
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-336: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 130 STONEWAY TRAIL, LOT 18, BLOCK 9 OF STONE RIDGE II SUBDIVISION (FIRST READING)

This is a first reading only

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)

This is a first reading only

RESOLUTION NO. 2026-315-R: SETTING A PUBLIC HEARING ON 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 PUBLICATION 9/23/2026, SYNOPSIS 9/30/2026, PUBLIC HEARING 10/26/2026)

Council Member Bier moved to approve Resolution No. 2026-315-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

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)

This is a first reading only

RESOLUTION NO. 2026-318-R: SETTING A PUBLIC HEARING ON 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 PUBLICATION 9/23/2026, SYNOPSIS 9/30/2026, PUBLIC HEARING 10/26/2026)

Council Member Bier moved to approve Resolution No. 2026-318-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2026-320-R: AUTHORIZING A MAINTENANCE AND SUPPORT AGREEMENT WITH APPLIED DIGITAL SOLUTIONS FOR THE RECORDING SYSTEM SOFTWARE FOR A ONE-YEAR TERM ($3,500 TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-320-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	Absent

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

Motion carried.

RESOLUTION NO. 2026-330-R: AUTHORIZING THE PURCHASE OF BULLET-RESISTANT VESTS AND VEST CARRIERS FROM GT DISTRIBUTORS OF GEORGIA, INC., THROUGH BUYBOARD NATIONAL PURCHASING COOPERATIVE (TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Jackson moved to approve Resolution No. 2026-330-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-333: REPEALING AND REPLACING CHAPTER 11, ARTICLE I OF THE CITY OF MADISON CODE OF ORDINANCES (SECURITY ALARM SYSTEMS) (FIRST READING)

This is a first reading only

RECREATION

RESOLUTION NO. 2026-331-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KRISTEN BUMPAS FOR THE PROVISION OF BATON TWIRLING INSTRUCTION SERVICES AT NO COST TO THE CITY

Council Member Bier moved to approve Resolution No. 2026-331-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

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

The meeting was adjourned at 7:28 p.m.

Minutes No. 2026-17-RG, dated September 14, 2026, read, approved and adopted this 28th day of September 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Amy Rumley
Recording Secretary

RESOLUTION NO. 2026-360-R

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS DONATION TO THE HEALTH CARE AUTHORITY OF THE CITY OF HUNTSVILLE FOR THE USE OF MADISON HOSPITAL

WHEREAS, the City of Madison, Alabama, has certain personal property that is no longer needed for public or municipal purposes; and

WHEREAS, Section 16-108 of the Madison City Code authorizes the City to dispose of personal property and vehicles when they are of no further useful or material value to the City; and

WHEREAS, the Chief of Police has determined that a certain Dodge Charger vehicle is of no further useful or material value to the City, and he has recommended the disposition of the vehicle by donation to The Health Care Authority of the City of Huntsville, a domestic public corporation, for the use of Madison Hospital;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1. That certain personal property owned by the City of Madison, Alabama, to-wit:

One (1) 2013 Dodge Charger PPV, VIN 2C3CDXAG8DH619232

is not needed for the City's public or municipal purposes and that the same is due to be, and hereby is, declared surplus.

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized and directed to dispose of such personal property by donating the same to The Health Care Authority of the City of Huntsville, a domestic public corporation, and that such property shall be donated as-is, where-is, with no warranties of any kind whatsoever.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute any documentation necessary to effectuate the transfer of such personal property.

READ, APPROVED, and ADOPTED this 28th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-393-R

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

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

WHEREAS, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison's insurance provider, has submitted an insurance payment to the City of Madison in the amount of $2,115.72 with a deductible of $1,000.00.

N**OW THEREFORE BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of $2,115.72 with a deductible of $1,000.00, in final settlement from the Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

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

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

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

DATE OF LOSS CAUSE — A loss occurred on the 30 day of April, 2026, about the hour of 8:00 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV/OV Collision.

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

VALUE (If a total loss) — The actual cash value of above described automobile at the time of said loss ..... ____

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

DEDUCTIBLE AMOUNT — The deductible provision applicable to this loss ..... ($1,000.00)

SALVAGE ..... (____)

CLAIMED — AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement $1,115.72

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

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

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

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

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

Date: _____ Rana Bartlett
SIGNATURE

Witness: _____

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

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

Lisa D Thomas
NOTARY PUBLIC

ATTACHMENT 2

PROJECT ACTIVITIES AND EXPENDITURE REPORT

Reporting Period: 4/1/2026 through 8/31/2026

In accordance with the reporting requirements set forth in the agreement executed by and between CITY OF MADISON, ALABAMA, a municipal corporation (the "Recipient"), and Madison County, Alabama, on November 26, 2024 (the "Agreement"), please provide the information and certifications requested below, along with any supporting documentation, according to the reporting periods and due dates set forth in Section I.F. of the Agreement. Please return this information and documentation to:

Tanya Watson
Grant Manager
256.532.3694
twatson@madisoncountyal.gov

Project Activities Report

Please provide a narrative description of the measures taken during this reporting period to meet the performance standards, requirements, and/or funding purposes set forth in the Agreement. Attach additional pages as needed to complete this section.

Construction is 100% complete

ATTACHMENT 2

When submitting this report, submit all documents related to the expenditures listed above, including, as applicable, purchase orders, invoices, and copies of checks or other evidence of payment.

Certifications

Initial to Certify Compliance	
GS	During the current reporting period, the Recipient maintained and allocated adequate and appropriate staffing to meet the goals and performance measures of the Project as provided in the Agreement.
GS	All expenditures listed above were used to provide specific materials and/or services for the benefit of the public, such use and related expenditure being necessary and reasonable to satisfy the performance standards, requirements, and/or funding purposes set forth in the Agreement.
GS	Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project.
GS	All obligations and expenditures were incurred consistent with any applicable state and federal competitive procurement requirements and the Recipient's established policies and procedures for procurement.
GS	Complete and adequate documentation for these expenditures is included with this report.
GS	The Recipient will retain all financial records, supporting documents, and all other records related to these expenditures until December 31, 2031.

By signing this report, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that funds made available under the Agreement have not and will not be used for any of the following ineligible purposes:

- for any purpose other than support of the public purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements
- for severance pay;
- to pay debt service on a loan or other debt instrument;

ATTACHMENT 2

- to support lobbying activities.
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

Signed, certified, and submitted on behalf of CITY OF MADISON, ALABAMA, a municipal corporation, by the undersigned duly authorized representative.

By: Gerald Smith

Its: Director of Facilities & Grounds

Date: 8/31/2026

ATTACHMENT 3

REQUEST FOR PAYMENT

Request Number 2025 - 2

- ☐ Request for Partial Payment
- ■ Request for Final Payment

Submission Date: 09/01/2026

Submitted by: City of Madison

In accordance with the procedures set forth in the agreement executed by and between CITY OF MADISON, ALABAMA, a municipal corporation (the "Recipient"), and Madison County, Alabama, on November 26, 2024 (the "Agreement"), the Recipient hereby provides the following information and certifications, along with related documentation, to support this request for the disbursal of ARPA revenue replacement funds by Madison County.

PROJECT INFORMATION

Total Amount Covered by the Agreement	An amount not to exceed $500,000.00
Aggregate Amount Previously Paid to Recipient	$475,000.00
Total Outstanding Liabilities	$0
Amount of This Request	$25,000.00 - Retainage
Retainage (5% of Current Costs)	$0

PROJECT STATUS REPORT

Percentage of Project Completion as of This Date (certification to be attached)	100%

INSERT NARRATIVE OF PROJECT STATUS:

Construction is 100% complete.

DOCUMENTATION FOR CURRENT REQUEST FOR PAYMENT

INSERT LIST OF DOCUMENTS SUBMITTED IN SUPPORT OF PAYMENT REQUEST:

Application and Certificate for Payment No. 13 - Final. Approved to pay by Gerald Smith on 8/31/2026.
Project Activities and Expenditure Report - Reporting Period 4/1/26 - 8/31/26.

ATTACHMENT 3

CERTIFICATIONS REGARDING REQUEST FOR ARPA FUNDS

All expenditures set forth herein and for which ARPA revenue replacement funds are being requested are necessary and reasonable for the Project. All obligations were incurred consistent with the applicable federal and state requirements governing the spending of ARPA revenue replacement funds and the Recipient's established policies and procedures for procurement. The expenditures have not and will not be reimbursed or otherwise paid directly or indirectly from another source. Sufficient supporting documentation for each expenditure is included with this request.

By signing this request for payment, I certify that the Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project.

By signing this Request for Payment, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that the funds requested hereby have not and will not be used for any of the following purposes:

- for any purpose other than support of the public purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements;
- for severance pay;
- to pay debt service on a loan or other debt instrument;
- to support lobbying activities;
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control

Signed, certified, and submitted on behalf of CITY OF MADISON, ALABAMA, a municipal corporation, by the undersigned duly authorized representative.

By: Paul Bartlett

Its: Mayor

Date: September 1, 2026

MADISON COUNTY COMMISSION - 100 NORTHSIDE SQUARE HUNTSVILLE, AL. 35801

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
2	CITY OF MADISON	102455	09/09/2026	**$25,000.00**

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
09/01/2026	#2	Final Pmt	$25,000.00

RESOLUTION NO. 2026-353-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 Slaughter Road and Eastview 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 28th day of September 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: Slaughter Rd and Eastview

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: $2,766.88

Invoice Order # 1051

Work Order #: E3777

Engineer: Justin Sanders

Date: 09/04/2026

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:

RESOLUTION NO. 2026-362-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS, PLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Gilbert, McLaughlin, Casella Architects, PLC, for professional programming phase services for the Madison Aquatics Facility, said Agreement to be substantially similar in purpose, intent, and composition to the scope of work and professional services agreement, which are dated September 9, 2026, and are attached to this Resolution, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Gilbert, McLaughlin, Casella Architects, PLC, from the Facilities Department budget in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

BE IT FURTHER RESOLVED that, the City is authorized to receive reimbursement from the Public Park and Recreation Board of the City of Madison in accordance with the Board's Resolution PRB-26-04 dated September 16, 2026, providing for reimbursement of expenditures from warrant proceeds;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of September.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

GILBERT | McLAUGHLIN | CASELLA architects

9 September 2026

Gerald Smith
Director of Facilities and Grounds
Madison City Hall
100 Hughs Road
Madison, Alabama 35758

Re: Madison Alabama Aquatics Center, 8324 Old Madison Pike, Madison, Al 35758
Letter of Agreement between Owner and Architect - Programing Phase

GilMC Project # 1000

Dear Gerald,

Thank you for the opportunity to provide our programming phase services for the Madison, Alabama Aquatics Center. This letter shall function as our agreement between Gilbert|McLaughlin|Casella Architects, PLC ("Architect") and the City of Madison, Alabama ("Owner") for professional design services for this proposed project.

The specific description and schedule of services provided by the Architect are defined in Exhibit A "Scope of Services" and made part of this agreement. The terms of compensation and reimbursement to the Architect for rendering these services are defined in Exhibit B, "Compensation for Services" and made part of this agreement. The general terms and conditions of this agreement are defined in Exhibit C, "General Conditions to Letter of Agreement," and made part of this agreement.

If you agree with the terms and conditions above, please sign below and initial each Attachment. Upon receipt of one signed copy of this Letter of Agreement between the Owner and the Architect, we will issue a schedule to identify the timing/steps for the work needed for your project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter, after which the Architect reserves the right to review and /or renegotiate them with the Owner. We look forward to collaborating with you on this project. Please call me if you have any questions concerning the above.

Accepted by Architect:

Jeffrey M. Casella

_____
Jeffrey M. Casella, RA LEED AP
Gilbert | McLaughlin | Casella architects, plc
Date: 9 September 2026

Accepted by Owner:

_____
Signature/Title:

_____
Printed Name:

_____
Date:

GILBERT | McLAUGHLIN | CASELLA architects, plc 2305 Kline Avenue Suite 200 Nashville TN 37211
O:615 322 9649 www.gilmc.com

Exhibit 'A' – SCOPE OF SERVICES 9 September 2026
Madison Alabama Aquatics Center, 8324 Old Madison Pike, Madison, Al 35758
Programming Phase

Owner: City of Madison
100 Hughs Road
Madison, Alabama 35758
Owner's Agent(s): Gerald Smith, Director of Facilities and Grounds

Architect: Gilbert McLaughlin Casella Architects, PLC
2305 Kline Avenue, Suite 200
Nashville, TN 37211
Architect's Agent: Jeff Casella R.A., Principal Architect / Member

General Description

The project is to establish a program identifying the needs of an aquatics center to be in one of two locations within Dublin Park, Madison, Alabama. The first site currently under consideration by the owner is southwest of the Dublin Indoor Pool on what are now field 1and surrounding area. The second site is existing field five and surrounding area.

Limits of Site

The Design Team Limits of the Site are defined by the following:
The current extent of Dublin Park and surrounding right of ways for streets currently supporting the park or that will support the park's access in the future to accommodate this project.

Schedule

The Architect will develop a Schedule upon the notice to proceed. Services will begin and be completed at times upon which both Parties mutually agree. Currently, we estimate the duration of the programming phase to be 60 days from the approval of this proposal by the Owner.

Limits of Work

The Intent of this phase is to gain a high-level understanding by the Owner and Architect of the needs of this project. During this phase, the Architect will collaborate with the Owner to establish the following:

Establish an agreed upon program document developed to reflect the use of the building and surrounding area which will identify square footage needs, adjacencies of program elements, special considerations and parking required to support the facility. This document will be provided as a spreadsheet and brief narrative.

Establish an agreed rough order of magnitude range of costs for the construction budget adjusted for escalation to the established expected start of construction, associated allowances, associated contingencies, and the furnishing budget.

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Establish agreed upon Design Team members for the project based upon acceptable design consultants required to support the project.

Establish an understanding of soil conditions and utilities currently serving the sites under consideration based upon Owner provided third party geotechnical reports.

Meet with the Owner to visit with codes or zoning officials having authority over the project to discuss the project.

Provide an artist's opinion image rendering of a possible entrance of the facility.

Meetings

The Architect will meet with the Owner remotely on as needed to move the project forward.

The Architect has allocated five trips for two people for each trip to be utilized on a as needed basis within the reimbursables for this project to accomplish the following:

- Visit the Site
- Visit two similar aquatic facilities (Boaz and Sand-Mountain or others as determined by the Owner) to gain an understanding of best practices which will inform and guide the design of the facility.
- Meet with any code or zoning officials having authority over the site.
- Meet with the Owner Representative for progress reviews.
- Meet with the Owner Representative and other stakeholders of his determination to discuss the needs of the

END OF EXHIBIT A

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Exhibit 'B' – COMPENSATION FOR SERVICES 9 September 2026

Madison Alabama Aquatics Center, 8324 Old Madison Pike, Madison, Al 35758
Programming Phase

The Owner agrees to pay Gilbert | McLaughlin | Casella Architects, PLC compensation for the Scope of Services described in Attachment A as follows:

FEES – BASE SCOPE OF SERVICES

Program Phase Services will be compensated as follows:
On and hourly not to exceed basis of:
$ 12,000. 00 (twelve thousand dollars and 00/100 cents).

Reimbursable Expenses for the Programming Phase are in addition to the Fees for the Base Scope of work and are anticipated to be as outlined below:

Trips will be provided at $800.00 per person attending.

Estimated Travel Expenses:	$8,000.00
Printing:	$2,000.00
Total Estimated Reimbursable Expenses	$10,000.00
	(Ten Thousand dollars and 00/100 cents)

Additional Services / Hourly Rates
See Exhibit B1for hourly rates.

END OF EXHIBIT B

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Exhibit 'B1' – ADDITIONAL SERVICES / HOURLY RATES 9 September 2026

Madison Alabama Aquatics Center, 8324 Old Madison Pike, Madison, Al 35758
Programming Phase

Additional Services requested by the Owner, not currently included in this agreement, can be provided by the Architect if requested by the Owner. Additional Services, depending on the complexity and type of services being requested will be negotiated on a lump sum basis or per occurrence based on the time and hourly rates as outlined following.

(Time Spent(hours) x Hourly Rates($/hour) = Additional Cost

Gilbert | McLaughlin | Casella Architects, PLC

Principal-in-Charge/Project Manager	$210.00/hr.
Sr. Project Architect	$195.00/hr.
Sr. Project Manager	$190.00/hr.
Project Architect	$165.00/hr.
Sr. Project Designer	$165.00/hr.
Emerging Architect	$125.00/hr.
Architectural Intern-Level II	$115.00/hr
Architectural Intern-Level I	$105.00/hr.
Administrative	$85.00/hr

Hourly rates may change based on the salary increases of our staff and the staff of our consultants.

END OF EXHIBIT B1

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Exhibit 'C' - TERMS AND CONDITIONS (3 Pages) 9 September 2026
Madison Alabama Aquatics Center, 8324 Old Madison Pike, Madison, Al 35758
Programming Phase

Billings and Payments

Invoices for services shall be submitted monthly, unless otherwise stated. Invoices are due when rendered and shall be considered past due if not paid within thirty (30) days after issue date. If the invoice is not paid within forty-five (45) days, the Architect may, without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. The client will have ten (10) working days from the receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, the said invoice will be deemed accurate.

Late Payments

Unpaid accounts may be subject to a monthly service charge of 1.5% of the unpaid balance (18.0% true annual rate), at the sole discretion of the Architect. In the event the account, or any portion thereof, remains unpaid sixty (60) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic Services, and include, but are not limited to: expense of transportation in connection with the project; expense of renderings, models and mockups requested by the Owner; expenses in connection with authorized out-of-town travel; meals in connection with travel; fees paid for securing approval of authorities having jurisdiction over the project; expense of deliveries; expenses of reproduction (drawings, and specifications) and other documents; expenses for postage and handling of drawings. All payments to be made by the Owner shall be increased by the addition of applicable Sales and Use Taxes, if any, Subject to the stated expenses in Exhibit B. All reimbursable costs shall be invoiced to the Owner at 1.15 times the direct cost incurred by the Architect. Mileage charges for automobiles shall be invoiced at prevailing rates established by the IRS times 1.15 to cover coordination and administrative expenses.

Suspension of Work

If any invoice is outstanding for more than thirty (30) days from the date due, the Architect shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act shall not be deemed a breach of this Agreement. In the event of the suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. Continued performance and or completion of work by the Architect under this Agreement is contingent upon payment of fees by the Owner.

Separate Consultants

If the Owner separately engages a firm or firms to work under the general direction of the Architect, the Architect shall have no responsibility or liability for the performance or technical sufficiency of the services of the separately engaged firms.

Construction Cost Estimates

As the Architect has no control over construction costs or contractor's prices, any construction cost estimates by the Architect are made on the basis of the Architect's experience and judgement as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids, or costs will not vary from the Architect's estimates. If a Contractor or Construction Manager is providing construction cost estimates or cost control services for the Owner, the Architect shall be entitled to rely on the information provided and assume the accuracy of the information provided. The modification of the Contract Documents shall be the limit of the Architect's responsibility relating to construction cost issues.

Access to The Site/Jobsite Safety

Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Client understands that the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.

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Owner's Responsibilities

The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Architect with all existing information relating to the Project which the Architect may request, including but not limited to, surveys, soils investigations, and program data. The Architect is entitled to act in reasonable reliance upon the information provided by the Owner. The Owner shall furnish the required information or services as expeditiously as necessary for the orderly performance of the work. If the Owner becomes aware of any fault or defect in the Project or the Architect's services, the Owner shall promptly notify the Architect.
grants the Architect the unlimited right to publish photographs of the project as described above.

Insurance

The Architect will affect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness, disease, or death of employees or for any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Architect will furnish the Owner with Certificates of Insurance and endorsements naming the City as additionally insured (except with respect to Workmen's Compensation and Professional Liability) and stating the coverages and limits of liability of the insurance that will be admitted for protection from claims arising out of the performance of the professional service and caused by any negligent acts, errors, or omissions for which the Architect may be legally liable. The Architect shall maintain the following maximum amounts of insurance during the term of this agreement:

Workmen's Compensation-	Statutory
Employers' Liability Insurance-	$100,000
Commercial General Liability (CGL -	$1,000,000
Automobile Liability (CSL) -	$1,000,000
Professional Liability -	$1,000,000

Standard of Care, Disclaimer of Warranties

The Architect shall be required to perform services in connection with the Project in accordance with the standard of professional care, regardless of any other or conflicting provisions or terms of the Architect's proposal, the parties' correspondence, this Agreement, or any other statements or representations made by the Architect at any time. The Architect provides a professional service only, and provides no warranties, express or implied, in any way related to its services.

Indemnifications

If any claim is brought against either the Owner or Architect by any third party, relating in whole or in part to the negligence of the Owner or Architect, each party shall indemnify the other against any loss or judgement, including attorneys' fees and cost, to the extent that such loss or expense is caused by the party's negligence.

Disputes Resolution

All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof may be presented to non-binding mediation, subject to the parties agreeing to a mediator.

No Deduction

No deduction shall be made from the Architect's compensation on account of claims of negligence or errors for omissions in performance of professional services by the Architect, expect pursuant to a judicial award.

Waiver for Consequential Damages

Neither party shall be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages, including but not limited to, any lost profits, cost revenues, lost savings, or harm to business) arising out of our relating to either party's performance or nonperformance under this Agreement.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect. The Architect's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Owner and Architect agree to require a similar provision

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in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Ownership of Documents

Documents prepared by the Architect for this Project are for use solely with respect to this Project. The Architect shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Documents for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, except by agreement in writing with the Architect.

Termination for Convenience

Notwithstanding any other provision of this Agreement, both parties shall have the right to terminate this Agreement for convenience and without cause upon 14 days written notice to the other party. In the event of termination not the fault of the Architect the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursables.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Owner and the Architect the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect, total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out to this agreement from cause or causes, shall not exceed the amount of our fee or Fifty Thousand ($50,000.00) dollars, whichever is larger for any claim arising out of the Architect's negligence. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising.

Consultants

Consultants other than those outlined to be included in our Base Services will be included as needed and agreed to by the Owner and Architect. Their costs will be billed to the Owner at a multiplier of 1.15 the direct cost incurred by the Architect.

Assignment

Neither party may assign its interest in this agreement to any other person or party without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between parties with respect to the Project and may be amended only by a written document signed by both parties.

Applicable Law

Unless otherwise provided, this agreement shall be governed by the law of the State of Alabama.

END OF EXHIBIT C

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O:615 322 9649 www.gilmc.com

RESOLUTION NO. 2026-364-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES WITH GEN-CO, 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 Gen-Co, Inc., for the performance of generator 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 his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget; 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 Gen-Co, 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 28th day of September 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 September 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 Gen-Co, 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") owns and operates certain emergency and standby generators, and desires to secure annual inspection and maintenance services to ensure their reliable operation;

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, Gen-Co, 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 Competitive Bid Law, ALA. CODE § 41-16-50, 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 perform generator maintenance inspections and annual load bank tests per NFPA on eight (8) total generators across various locations in accordance with the Owner's plans, specifications, and directions, as more particularly described in the Contractor's Proposal attached hereto and incorporated herein by reference (the "Work").

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 **Twenty Thousand Four Hundred Dollars ($20,400.00)**. 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: Director of Facilities & Grounds
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:

Gen-Co, Inc.
3500 8th Avenue S.W.
Huntsville, Alabama 35805

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.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

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
My Commission Expires: _____

FOR THE CONTRACTOR:
GEN-CO, INC.,
An Alabama corporation.

Date: _____

By: _____

Its: _____

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 Gen-Co, 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: _____

GEN-CO INC.
Power Generation Professionals

3500 8th Ave S.W.
Huntsville, AL 35805

Huntsville: (256) 319-0382
Birmingham: (205) 508-5775
Toll Free: (844) 310-3885

September 2, 2026

James Dyer
City of Madison
100 Hughes Rd.
Madison, AL 35758

Re: Generator Maintenance Proposal 2026-2027

Dear Mr. Dyer,

Per your request we are pleased to provide pricing for the services listed below:

City Hall Generator #1

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspection
  - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
  - $800.00

City Hall Generator #2

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
  - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
  - $800.00

Rainbow Mountain Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
    - $1,400.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
    - $800.00

Fire Station 1 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
    - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
    - $800.00

Fire Station 2 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
    - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
    - $800.00

Fire Station 3 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
    - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
    - $800.00

Sunshine Oaks

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
    - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
    - $800.00

Public Safety Annex Building

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
    - $1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
    - $800.00

Notes and Exceptions:

1. *GEN-CO, Inc. accepts no responsibility for the failure of your equipment during testing or the failure of the equipment to perform satisfactorily. If your equipment fails, then the expenses to perform repairs or modifications and any expense to re-test after same would be separate and in addition to the above quoted rate. It does not include fuel, oil, coolant or other consumables required to perform testing*
2. *All labor in this proposal is figured for the services being performed during regular business hours, Mon-Fri 7:30am-4:00pm.*

We appreciate the opportunity to provide pricing for our services. Please feel free to contact me with any questions.

Regards,
GEN-CO, Inc.



Jeff Kennedy
Vice-President
Office: 256-319-0382
Cell: 256-929-3508
Email: jkennedy@gen-coinc.com

RESOLUTION NO. 2026-296-R

A RESOLUTION AUTHORIZING A BROKERAGE SERVICES AGREEMENT WITH HIGGINBOTHAM INSURANCE AGENCY, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Brokerage Services Agreement with Higginbotham Insurance Agency, Inc., for professional insurance brokerage services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Brokerage 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 duly adopted budget; 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 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 28th day of September 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 September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

BROKERAGE SERVICES AGREEMENT

This Brokerage Services Agreement (this "***Agreement***") is entered into to be effective as of date that the latter-signing Party signs this Agreement (as indicated on the signature page to this Agreement (the "***Effective Date***") by and between Higginbotham Insurance Agency, Inc., a Texas corporation ("***Higginbotham***"), and the City of Madison, an Alabama municipal corporation (the "***Client***" or "***you***" and together with Higginbotham, each a "***Party***" and collectively, the "***Parties***").

RECITALS

WHEREAS, Higginbotham is in the business of, among other things, Placing Products for insureds, either directly with Insurers or through one or more other Insurance Agents or Brokers, and providing services related to the administration of certain aspects of an insured's relationship with applicable insurers with respect thereto, including certificate management, endorsement and change processing, claims management, and loss control as specified in its March 13, 2026 response to the Client's Request for Qualifications, which is attached to this Agreement as Exhibit A (the "***Proposal***" and such services, collectively, the "***Insurance Services***"); and

WHEREAS, Client wishes to engage Higginbotham to provide the Insurance Services on its behalf with respect to Products within each line of business identified on Exhibit B (each a "***Coverage***" and collectively, the "***Coverages***") and, as applicable, to appoint Higginbotham as Client's broker of record (or other similar designation) with each applicable Insurer in respect thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, each of the following terms shall have the corresponding meaning:

(a) "***Insurance Agent or Broker***" means any Person who or which: (a) (i) is required to be licensed as an insurance agent, salesman or broker with the insurance commissioner or similar authority of the state(s) in which such Person conducts business; and (ii) solicits Persons for the Placement of Products and/or accepts from Persons offers to Place Products; and/or (b) provides and/or administers wholesale insurance brokerage, managing general agent and/or binding authority services to or for any Person: (x) who or which is solicited by any Insurance Agent or Broker (other than such Person) for the Placement of any Product; or (y) with respect to whom or which any Insurance Agent or Broker (other than such Person) has accepted such Person's offer to Place any Product.

(b) "***Insurer***" means an insurer with which Higginbotham is an appointed agent.

(c) "***Person***" means any individual or any partnership, limited liability company, corporation, trust, or other legal entity.

(d) "***Place***" (including the terms "***Placed***", "***Placing***" and "***Placement***") means to place, write, broker, sell, and/or renew any Product.

(e) "***Product***" means any insurance or employee benefits product, policy or plan.

2. Term. The term of this Agreement (the "***Term***") shall commence on the Effective Date and shall terminate on September 30th, 2027, unless terminated earlier in accordance with Section 6 of this Agreement. The Parties intend that this Agreement shall cover the Insurance Services with respect to Coverages having policy years concurrent with the Term. To the extent that the Parties desire for Higginbotham to perform any services (including, without limitation, any Insurance Services) with respect to any Coverage having a policy year after the end of the Term, then Higginbotham's performance of such services shall be governed by a separate written agreement between the Parties in respect thereof (that may be entered into, or declined to be entered into, by either Party in its sole and absolute discretion).

3. Insurance Services; Duties of Higginbotham; Conflicts of Interest.

(a) Client hereby engaged Higginbotham, and Higginbotham hereby agrees to be engaged by Client, to perform the Insurance Services in respect of the Coverages for and on behalf of Client during the Term. In furtherance thereof, Client hereby appoints Higginbotham as Client's broker of record (or similar designation), as applicable, with each applicable Insurer in respect of each Coverage during the Term.

(b) Higginbotham is committed to performing its obligations under this Agreement in a manner that prioritizes Client's best interests in connection with the Insurance Services. In furtherance thereof, Higginbotham will exercise reasonable care in connection with its performance of the Insurance Services hereunder and shall provide the Insurance Services in accordance with generally applicable industry practices with respect to the Coverages. In performing the Insurance Services, Higginbotham may work with other outside risk management services groups as designated by Client. In addition, Higginbotham will work with Client's former insurance company(ies) in the analysis of claims data and related collateral on prior programs, to the extent applicable.

(c) Client acknowledges and agrees that Higginbotham assumes no responsibility for the accuracy or completeness of any information provided or made available by Client to Higginbotham in connection with Higginbotham's performance of the Insurance Services or as otherwise contemplated by this Agreement and that Higginbotham is entitled to rely on all such information without any duty to conduct any investigation or inquiry with respect to the accuracy or completeness of any such information. In addition, Client acknowledges and agrees that after procurement of an Insurer, Higginbotham does not guarantee or warrant to Client the solvency of any insurer or any intermediary that it may use to place any Coverage. However, if Higginbotham becomes aware that an insurer has become insolvent or is reasonably likely to become insolvent, it shall notify the City as soon as reasonably practicable and coordinate with the City to seek to obtain replacement coverage.

(d) In some cases, the use of a wholesale broker may be beneficial to Client. Higginbotham will not, directly or indirectly, knowingly place or renew any Coverage through a wholesale broker unless and until Higginbotham has: (i) disclosed to Client, in writing, any interest that it has in, or any contractual agreement that it has with, the wholesale broker; (ii) provides to Client an alternative to using the wholesale broker; and (iii) obtains Client's consent to such placement or renewal. To the extent that any wholesaler, underwriting manager or managing general agent has a role in providing any insurance product or service to Client, it will also earn and retain compensation in connection therewith. If Client desires more information regarding such compensation, Client may contact Higginbotham to assist Client in obtaining such information.

(e) Client may choose to use a premium finance company, property appraiser, structured settlement firm, or other similar service provider in connection with any Coverage or otherwise in connection with the Insurance Services. If Client elects to use a service provider from which Higginbotham

or any of its affiliates will, or can reasonably be expected to, receive any compensation directly or indirectly related thereto, Higginbotham will, with reasonable promptness, provide Client with reasonable disclosure thereof.

(f) The insurance market is complex, and there could be other relationships which are not described in this document that might create conflicts of interest. Notwithstanding any possible conflict which might exist, Higginbotham covenants and agrees to act in Client's best interests in connection with Higginbotham's provision of the Insurance Services hereunder. If a conflict arises for which Higginbotham determines that there is no practicable way of complying with the foregoing commitment, Higginbotham will provide Client with written notice thereof with reasonable promptness and withdraw from its engagement hereunder, unless Client provides its written consent to Higginbotham's continued engagement.

(g) Client hereby acknowledges and agrees that, in the ordinary course of business, Higginbotham may also receive and retain interest on premiums paid by Client from the date that such amounts are received by Higginbotham until such time as Higginbotham pays such amounts to the applicable insurer or other intermediary.

(h) The Parties acknowledge that although Exhibit A attached hereto does not specify service-level commitments, Higginbotham will use its good faith efforts to provide the certain services that are described in Exhibit A attached hereto as referenced in Exhibit C attached hereto. In the event that Client requires additional services, the Parties may amend this Agreement or Higginbotham may proceed to provide additional services pursuant to its standard rates.

4. Duties of Client.

(a) Client shall provide Higginbotham with complete and accurate information concerning, and notify Higginbotham of any change in (as soon as reasonably practicable following such time as Client obtains knowledge thereof), any insurable risk exposure, loss-related data or any of its assets and/or operations, in any such case, to the extent reasonably related to any Coverage. In turn, Higginbotham shall be responsible for notifying the applicable insurance carrier with respect to such Coverage of such change.

(b) If Client's operations change by merger, acquisition, disposition, expansion, or otherwise in a manner that results in a change in the scope or nature of Client's risk exposure or insurance requirements, then Client shall notify Higginbotham thereof as soon as reasonably practicable following such time as Client obtains knowledge thereof and Client and Higginbotham will negotiate in good faith to revise the Insurance Services and compensation provided in this Agreement as may be appropriate.

(c) Client acknowledges and agrees that Client shall make all final decisions with respect to underwriting submissions and all matters relating to Client's insurance coverage, risk management, and loss control needs and activities. Client further agrees that it will review all policies and endorsements delivered to Client in respect of any Coverage and advise Higginbotham of any questions in connection therewith or of any document or provision that is not in accordance with Client's instructions.

(d) Client agrees to provide immediately available funds for payment of premiums by the payment dates specified in the applicable insurance policies, invoices or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer.

(e) Higginbotham will handle any premiums that Client pays through Higginbotham and any funds that Higginbotham receives from insurers or intermediaries for payment or return to Client in accordance with the requirements and restrictions of applicable state and federal insurance laws and regulations and state unclaimed property laws. In some cases, Higginbotham may transfer Client's funds directly to insurers. In other cases, Higginbotham may be required to transfer Client's funds to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents for carrying out transactions for Client.

5. Compensation. Alabama Code §27-12-17 authorizes Higginbotham to charge a fee to Client for certain services that are not customarily associated with the solicitation, negotiation or servicing of policies if Higginbotham obtains Client's written consent prior to providing the additional service or incurring the expense. The fee may be charged in addition to, or in lieu of, any commission that Higginbotham may receive from the Insurer. If Higginbotham performs any of the following services on Client's behalf, Client agrees to pay the amount indicated as compensation for the services provided or expenses incurred. Client understands that the administrative fee listed below is separate from any insurance premium and is charged for services permitted by the Alabama Department of Insurance. Client agrees to pay this fee.

Fees for processing applications for property and casualty insurance:

- New application: $30
- Rewrite canceled or lapsed application: $30
- Reinstatement fee: $15
- Home re-inspection: $25
- Photo of Auto or Home: $5
- Cash payments received in agency: $5
- Motor Vehicle Reports: Actual Cost

Higginbotham will also earn a commission on certain of the Coverages, as specified in the table below, which will be applied to and reduce the fee described above.

Higginbotham Compensation by Commission		
Line of Coverage	**Effective Date**	**Commission Rate/Amount**
General Liability	10/01/2026	10%-15%
Property/Inland Marine	10/01/2026	10%-15%
Workers Compensation	10/01/2026	10%-15%
Auto Liability	10/01/2026	10%-15%
Cyber Liability	10/01/2026	10%-15%
Errors & Omissions	10/01/2026	10%-15%

In some circumstances, Higginbotham may earn additional compensation from insurance carriers in the form of bonuses, overrides, profit sharing, non-financial rewards, or contingent commissions, which may be based on the amount of premium and profitability of all the insurance business Higginbotham places through the insurer. This compensation is not guaranteed. Any additional compensation earned by Higginbotham will not affect the amount of any applicable fee or premium that Client pays. Client agrees that Higginbotham may retain interest on premium in its accounts.

Client may call the Alabama Department of Insurance at (334) 241-4141 to obtain information on how to file a complaint if Client has a complaint regarding these fees.

6. Termination.

(a) Either Party may terminate this Agreement at any time by providing the other Party with not less than 60 days' prior written notice thereof. Notwithstanding the foregoing, either Party may terminate this Agreement immediately by providing the other Party with written notice thereof in the event of a material breach of this Agreement by the other Party that, to the extent reasonably capable of being cured, has not been cured to the reasonable and good faith satisfaction of the non-breaching Party within 30 days following such time as written notice thereof that describes such breach in reasonable detail has been provided by the non-breaching Party to the other Party. No termination of this Agreement shall relieve Client of its obligation to pay to Higginbotham any Broker Fee that has been invoiced by Higginbotham to Client but not paid as of the time of such termination.

(b) In the event of any termination of this Agreement, Client shall remain obligated to pay to Higginbotham the fee for services performed prior to the effective date of such termination in accordance with Section 5.

(c) No termination of this Agreement shall affect any payment due to any insurance company or any premium finance company in respect of any premium, audit or any other charge.

(d) Claims and premium or other adjustments may arise after our relationship ends. Such items are normally handled by the insurance broker serving Client at the time the claim or adjustment arises. However, Higginbotham is willing to consider providing such services after the Term or termination of this Agreement for mutually agreed additional compensation. Nevertheless, Higginbotham will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.

7. Entire Agreement; Amendment and Waiver. This Agreement (together with the Exhibits attached hereto, which are incorporated herein by reference) represents the entire agreement between the Parties with respect to the subject matter hereof. Client acknowledges that Exhibit A attached hereto, the Proposal, is incorporated into this Agreement solely as a general description of the types, categories and nature of certain of the Insurance Services and is not incorporated into this Agreement as an independent source of contractual obligations, representations, warranties, covenants, or service-level commitments. In the event of any conflict, ambiguity, or inconsistency between the terms of this Agreement and the Proposal, the terms of this Agreement shall control in all respects. The Recitals to this Agreement are hereby incorporated into, and made a part of, this Agreement for all purposes. This Agreement shall not be amended, and no provision hereof shall be waived, except by a written instrument executed by each Party. The waiver by any Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach. No delay or omission by either Party in exercising any right, power or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder by either Party preclude any further exercise thereof by such Party or the exercise of any other right, power or privilege by such Party.

8. Governing Law. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA, WITHOUT APPLICATION OF ITS CHOICE OF LAW PROVISIONS, EXCEPT WHERE PREEMPTED BY FEDERAL LAW.

9. Assignability. Each Party is expressly prohibited from assigning, transferring or otherwise conveying this Agreement or any right or obligation hereunder to any Person without the prior written consent of the other Party; provided, however, that this Agreement and any and all rights and obligations of Higginbotham may be assigned or otherwise transferred to any of its affiliates or successors without any

requirement to obtain the consent of Client. As used herein with respect to Higginbotham, the term "successor" shall mean any Person who or which, by merger, consolidation, purchase of stock, purchase of assets, liquidation, voluntary or involuntary assignment, or otherwise, acquires all or substantially all of the assets of Higginbotham or succeeds to one or more applicable lines of business of Higginbotham.

10. Severability. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Interpretation; Construction. Each Party acknowledges that such Party has had the opportunity to be represented by counsel in the negotiation and execution of this Agreement. Accordingly, the rule of construction of interpreting contract language against the drafting party is hereby waived by each Party. Furthermore, in this Agreement, unless the context requires otherwise, words in the singular include the plural, words in the plural include the singular and words importing any gender (including the neuter) shall be applicable to all genders (including the neuter)

12. Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered by nationally-recognized overnight courier service, if mailed by certified mail, return receipt requested, postage prepaid or if sent via electronic mail to the respective addresses, as the case may be, as set forth on the signature page hereto, or to such other address as either Party shall have furnished to the other Party in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt; provided, however, that: (a) notices sent by nationally-recognized overnight courier shall be deemed given when delivered; (b) notices sent by certified mail shall be deemed given five (5) days after the date of deposit in the mail; and (c) notices sent by electronic mail shall be deemed given on the first business day following such transmission.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed and delivered by the other Party. Signatures to this Agreement may be provided by .PDF or other electronic format, each of which shall be deemed an original and fully effective as though it was an original signed copy of this Agreement.

14. Attorneys' Fees. If any action at law or in equity is brought to enforce any provision of this Agreement, the prevailing Party in such action shall be entitled to recover costs of court and reasonable attorneys' fees incurred by such Party in connection therewith from the other Party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose and which fees shall be in addition to any other relief that may be awarded.

[*Signature page follows*.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

HIGGINBOTHAM:

HIGGNBOTHAM INSURANCE AGENCY, INC.

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

Address:

Higginbotham Insurance Agency, Inc.
Attn: Legal Department
500 West 13th Street
Fort Worth, Texas 76102
Email: legal@higginbotham.com

CITY OF MADISON:

_____
Ranae Bartlett
Mayor

Attest:
By: _____
Name: Lisa Thomas
Title: City Clerk-Treasurer
Date: _____

Address:

100 Hughes Road
Madison, Alabama 35758
mayorsoffice@madisonal.gov

EXHIBIT A
Proposal

[See attached.]

EXHIBIT B
Coverages

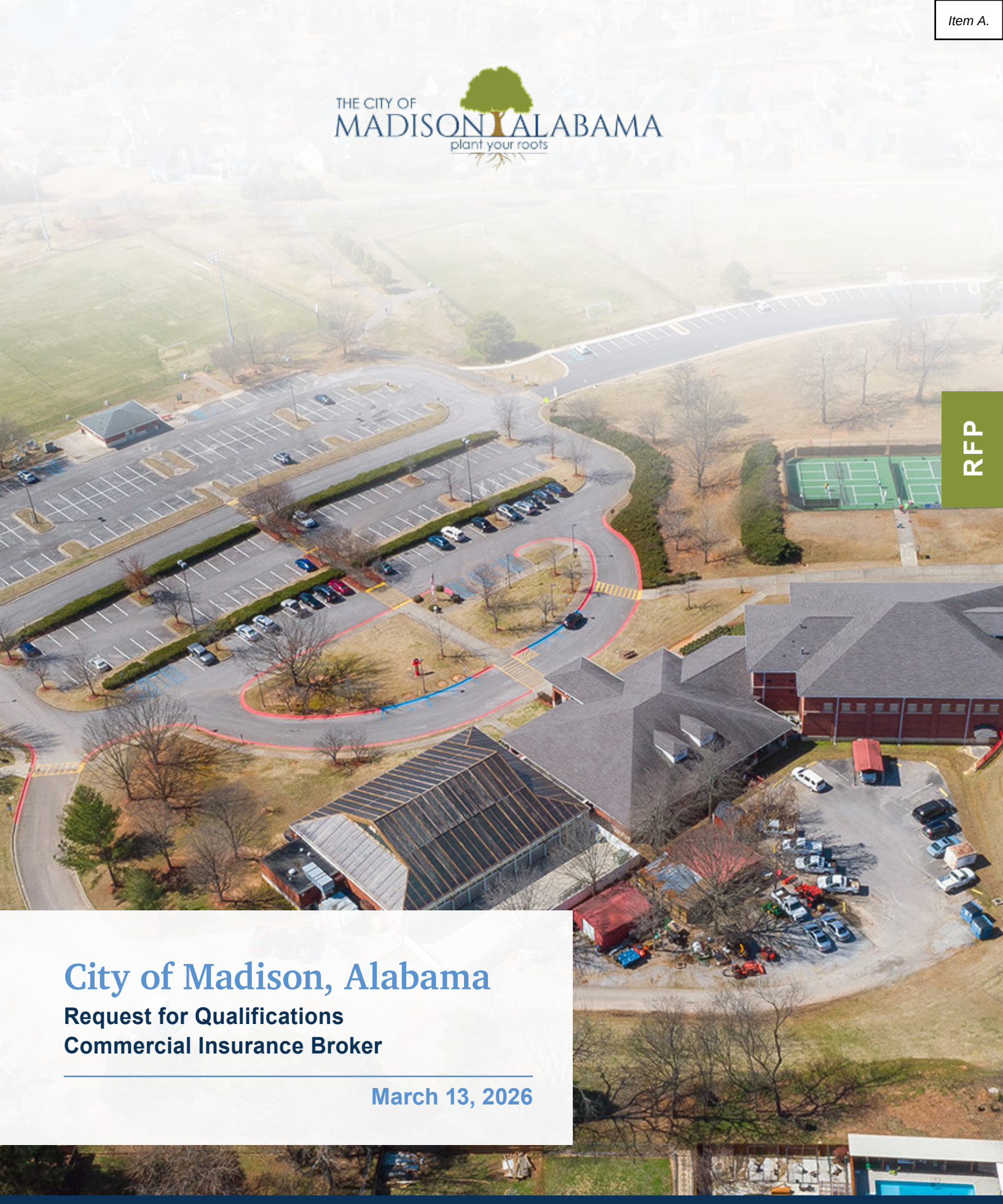
Insurance Coverages:

- Workers Compensation
- Business Automobile-Liability
- Business Automobile-Physical Damage
- Property
- Commercial General Liability
- Umbrella
- Bonds
- Cyber
- Errors & Omissions
- Directors and Officers Liability

EXHIBIT C
Service Level Commitments
**Page references refer to Exhibit A, the Proposal*

- **Day One Services** (pg. 4 & 9) Provided before insurance placement and updated as needed.
- **Day Two Services** (pg. 4 & 9) Continually or on interval as stated, with early renewal planning at least 120 days in advance.
- **Annual Insurance Program Stewardship Report** (pg. 32) Delivered within 45 days of renewal and as specified in Exhibit A, with all seven elements.
- **Claims Review Meetings** (Pages 26, 28, & 35) Quarterly claims and risk review meetings as specified in Exhibit A.
- **Loss History Analysis Depth** (pg. 25) Five-year loss history reviewed for frequency and severity. Requesting this at least annually.
- **Claims Access** (Pages 28, 35, & 37) Constant 24/7 claims accessibility and hotline access to licensed adjusters, as specified in Exhibit A.
- **Loss Trend Reporting** (page 4) Quarterly loss trend analysis and reporting, as specified in Exhibit A.
- **Additional Services** (page 38 chart) No cost for every listed service except HR consulting, all as specified in quantities as needed to provide adequate service.
- **Training Content** (page 21) Zywave 150+ modules; KPA 350+ streaming videos. Unlimited access specified to fulfill goals.
- **On-site Evaluations** (page 25) Annual site visits with Police, Public Works, Utilities, Parks and Recreation, and Administration. Up to twice a year if needed at no charge.
- **Remote and on-site oversight of operational safety initiatives** (page 4) At least annually but up to twice a year if needed at no charge.
- **ORR and ROARR risk assessment** (page 23) In PDF format at least annually at no charge.
- **Property valuation using CoreLogic** (page 33) Requesting at least annually or as often as needed for insurance coverage at no charge.
- **Annual service plan outlining measurable objectives** (page 26) Annual plan with agreed upon objectives leading toward a cost reduction strategy.
- **Renewal marketing lead time** (page 4 & 26) Structured renewal plan at least 120 days prior to expiration.
- **Structured underwriting narrative development** (page 16) As many as is necessary for insurance placement. Narratives shall, to the extent allowed by law, position the City as a well-managed municipal risk—strengthening negotiation leverage and improving market outcomes.
- **Risk Management Platform Access** (pg. 19) Provided as stated in Exhibit A. The city receives access to a centralized, web-based compliance and risk management platform that consolidates regulatory tracking, incident reporting, and document management into a single operational interface accessible across departments and locations. This dashboard strengthens operational visibility while reducing administrative burden.
- **Claims Advocacy & Resolution Support** (pg. 28) Provided as described – unlimited basis.
- **Annual Reports** (pg. 34) Detailed reports will be delivered including a summary of activity, outstanding and completed recommendations, and updated MFL / PML / NLE estimates.
- **Construction/Expansion Recommendations** (pg. 34) Higginbotham Property Risk Engineering will provide design and plan reviews as needed.
- **Property & Catastrophic Loss Claims Management** (Page 35-37) As needed, including pre-Loss Preparedness, Rapid Response & Claims Advocacy, Business Interruption Assistance, Breach Incident Reporting, Coverage Coordination, Errors & Omissions (E&O), Cyber Liability, and structured audit process, all as stated in Exhibit A.

THE CITY OF MADISON ALABAMA
plant your roots



RFP

City of Madison, Alabama

Request for Qualifications
Commercial Insurance Broker

March 13, 2026

Lead with Values and Value Leads.

Higginbotham™





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Executive Summary

The City of Madison deserves an insurance and risk management strategy that delivers both competitive pricing and long-term stability. In today's municipal market, rate volatility, carrier financial shifts, and increasing liability exposures require more than annual renewals—they require disciplined strategy, proactive advocacy, and year-round support. Higginbotham offers a structured brokerage model designed specifically for public entities. Our role is not simply to place coverage. Our role is to help the City manage its Total Cost of Risk through market leverage, claims oversight, financial analysis, and operational risk supported by data-driven benchmarking and exposure trend monitoring that aligns with municipal budgeting cycles.

Local Experience That Matters

Higginbotham serves more than 530 public entities nationwide, including numerous municipalities and counties throughout Alabama. This experience provides the City of Madison with:

- Familiarity with the Alabama municipal liability environment.
- Insight into regional carrier dynamics.
- Understanding of state transparency and procurement expectations.
- Established relationships with carriers active in the public-entity market.
- Awareness of emerging exposures and threats.

More Than Placement: A Year-Round Brokerage Model

Many municipalities receive coverage placement but limited ongoing strategic support. Higginbotham's model is intentionally different. We deliver **Day One and Day Two Services®**:

Day One

- Coverage evaluation and gap analysis.
- Financial strength review of carriers.
- Competitive marketing strategy.
- Structured renewal comparison and negotiation.
- Exposure mapping aligned with departmental operations.

Day Two

- Dedicated claims advocacy and escalation support.
- Quarterly loss trend analysis and reporting.
- Risk control coordination and safety resources.
- Contract and certificate review assistance.
- Early renewal planning (90–120 days in advance).
- Remote and on-site oversight of operational safety initiatives.
- Stewardship reporting for leadership review.

LETTER

Insurance should function as an actively managed strategy—not a once-a-year transaction. Our year-round model ensures alignment between coverage structure, fiscal planning, and risk exposures while ensuring long-term predictability and defensible public stewardship.

A Strategic Partner

The City of Madison has the opportunity to align competitive pricing with a broader risk strategy. Higginbotham is prepared to deliver a disciplined, locally informed, and year-round brokerage partnership designed specifically for Alabama municipalities.

Our commitment is simple. **Improve cost stability. Strengthen risk oversight. Deliver measurable value beyond the renewal.** We appreciate the opportunity to present our capabilities and look forward to supporting the City of Madison.

Cordially,



Milner Hanahan

Milner Hanahan
Consultant

SECTION - I

Statement of Qualifications



Statement of Qualifications: Firm Overview

1. Please provide a summary of your firm and its history.

Founded in 1948, **Higginbotham** is one of the nation's largest independent insurance brokerage firms and the largest in Texas. In 1989, President and CEO Rusty Reid implemented a broad-based employee ownership model that remains central to our culture today. As an employee-owned firm, every member of our team is personally invested in the success of our clients.

After more than 100 years of independent operations, **Fountain, Parker, Harbarger (FPH)** joined forces with Higginbotham in 2024 as part of our strategic expansion into Alabama. This partnership was designed to combine FPH's strong regional legacy and long-standing client relationships with the broader resources, carrier access, and specialized services of a national brokerage platform.

For Alabama public entities, this means continuity of trusted local advisors—now strengthened by expanded market leverage, enhanced risk management tools, in-house claims advocacy, and a deeper bench of subject matter experts.

Our Public Sector Division was established in 1991 and is dedicated exclusively to serving governmental entities. For more than 35 years, we have supported municipalities, counties, school districts, and public agencies with insurance and risk management solutions tailored to the unique funding structures, compliance requirements, and public accountability standards that distinguish the public sector from private industry.

We understand the operational realities of municipalities—budget scrutiny, council transparency, procurement requirements, and evolving liability exposures—and we align our approach accordingly.

Higginbotham At-a-Glance

200+
Top-tier Carrier Relationships

97%
Client Retention

#1
5-Star Brokerage in the USA

By Insurance Business America 2024

$14M+
Employee Donations

To the Higginbotham Community Fund

Community Outreach Project of the Year

By Business Insurance

Top Workplace in Insurance

By Business Insurance

Insurance Hall of Fame Inductee: Rusty Reid

By Business Insurance

Named Among America's Healthiest 100 Workplaces

By Healthiest Employers

Gold Winner: Best Agencies to Work For

By Insurance Journal

On the Hales Top 100

#18

By Hales Report

Our Mission



"Being there day in and day out is what has led to our longevity and what has earned us the trust of our customers, our team, and our community partners."

- Rusty Reid, Chairman and CEO

2. Please describe your firm's overall business philosophy regarding commercial insurance plans from a firm perspective, not the carrier perspective. What distinguishes your firm and its services from other brokers.

Higginbotham's business philosophy extends beyond the purpose of traditional insurance placement. We operate under a structured framework known as **Day One and Day Two Services®**, designed to provide both immediate impact and long-term program optimization that aligns with enterprise risk management best practices.

Day One focuses on:

- Coverage benchmarking and gap analysis against peer municipalities and regional public-entity risk pools to validate competitiveness and coverage adequacy.
- Risk evaluation and funding review including deductible optimization and long-term cost-of-risk modeling.
- Market negotiation and carrier alignment leveraging public sector underwriting intelligence and municipal loss narrative development to improve carrier confidence.
- Claims process assessment with workflow mapping to identify reporting delays, documentation gaps, and escalation triggers.
- Cost containment strategy incorporating loss-sensitive program evaluation and alternative funding considerations.

Day Two Services® delivers ongoing program management and operational support, including:

- Claims advocacy and escalation oversight supported by structured claims review meetings and performance accountability with adjusting partners.
- Loss trend analysis and forecasting utilizing actuarial-informed analytics and predictive modeling techniques increasingly used by leading municipal brokers.
- Contract review and risk transfer evaluation to strengthen indemnification language and reduce uninsured liability exposure.
- Compliance monitoring and safety program support aligned with evolving OSHA, state regulatory, and municipal governance requirements.

- Risk management analytics and benchmarking against public sector loss indicators and underwriting performance metrics.
- Renewal strategy planning well in advance of expiration to stabilize pricing through proactive market engagement and narrative development.

This framework ensures insurance is managed as a continuous strategy—not an annual transaction.

3. Please provide contact information of who will be assigned to our organization. Please indicate if there will be a dedicated account representative and which team member that will be.

The City of Madison has a dedicated team of consultants and account managers that are grouped by practice, industry experience, and location. With personnel providing account services for consecutive policy terms, we become familiar with clients' operations, and likewise, clients become familiar with their service representatives. This team approach enables the free flow of ideas and helps guarantee consistency and quality of service.



Milner Hanahan
Consultant

E: mhanahan@higginbotham.com
P: 256-551-0060

Milner brings more than 11 years of insurance and risk management experience, including prior work with Alfa Insurance in Madison before joining Higginbotham in 2020. He is responsible for overall strategic oversight, carrier relationships, and long-term program direction. Milner works closely with municipal clients to implement tailored insurance and risk management solutions aligned with operational and budget priorities.



Baillie Schantz
Account Manager

E: bschantz@higginbotham.com
P: 256-428-1012

Baillie will serve as the City's primary day-to-day contact. With more than 10 years of industry experience, including work with the City of Huntsville and the Huntsville-Madison County Airport Authority, she provides consistent program coordination, policy management, certificate oversight, and renewal preparation support. Her familiarity with municipal operations ensures efficient communication and proactive service.

SECTION - I



Joan Garner, CIC, CISR
Marketing
E: jgarner@higginbotham.com
P: 256-428-1030

With more than 30 years of experience, Joan leads all carrier marketing and placement strategy. She manages the structured underwriting process, negotiates competitive terms, and leverages strong carrier relationships to optimize coverage design and pricing. Her expertise strengthens the City's negotiating position in the marketplace.



Brandi Martin
Claims Consultant
E: bmartin@higginbotham.com
P: 256-428-1029

Brandi serves as the City's dedicated in-house claims consultant. She guides the City through the entire claims lifecycle—from initial reporting to resolution—providing hands-on claims advocacy and escalation support when necessary. Her involvement ensures proactive reserve monitoring, adjuster oversight, and transparent communication throughout the process.



James Lombard – CSP, ASP
Regional Loss Control Manager
E: jlombard@higginbotham.com
P: 512-457-4059

James brings more than 20 years of experience in loss control and safety management. His expertise includes hazard analysis, safety management systems, environmental risk assessment, and operational risk mitigation. He supports municipalities through structured safety reviews, risk control recommendations, and workforce training initiatives designed to reduce frequency and severity of claims.

4. Please provide a minimum of ten public entity references in Alabama, to include the name of the client and contact information.

City of Huntsville

Contact: John Lang
256-427-5513
john.lang@huntsvilleal.gov

City of Cullman

Contact: Pam Leslie
256-775-7104
pleslie@cullmanal.gov

City of Gardendale

Contact: Pam Sharbono
205-631-8769
pamsharbono@cityofgardendale.com

City of Jasper

Contact: Kathy Chambless
205-221-2100 Ext. 106
kchambless@jaspercity.com

City of Alabaster

Contact: Mark Frey
205-664-6833
mfrey@cityofalabaster.com

City of Calera

Contact: Stacy Walkup
205-668-3815
swalkup@calera.org

City of Montevallo

Contact: Steve Gilbert
205-665-2555 Ext. 105
sgilbert@cityofmontevallo.com

City of Eufaula

Contact: David Johnson
334-688-2026
djohnson@eufaulaalabama.com

Russell County

Contact: Tina Thomas
334-298-6426
t.thomas@russellcountyal.org

Cullman County

Contact: Heather Conn
256-775-4885
Hconn@co.cullman.al.us

SECTION - I

5. Our intent is for the brokers' compensation to be through commissions paid and negotiated by the broker and carrier. Please note if there are any other fees your firm would charge and the applicable service.

Compensation is paid by the insurance carrier and negotiated by the broker and carriers.

Our firm will fully disclose all types, sources, and amounts of compensation received from servicing your account including, but not limited to:

- Commissions
- Contingency commissions
- Fees from acting as "managerial general agent"
- Retainers
- Bonus payments from vendors
- Administrative service fees
- Insurance fees built into ASO contracts/insurance plans
- Any other compensation that is not reportable on the Form 5500 Schedule A

6. Please provide any other pertinent information you would like to consider in the selection process.

N/A

Statement of Qualifications: Risk Management

1. Describe how you use benchmarking tools to ensure that our programs are competitive in the marketplace.

Strategic Market Execution

Our methodology for selecting policy limits, deductibles, coverage structure, and issuing carriers is disciplined and deliberate. Each phase of the process aligns with the City's:

- Budget and funding structure.
- Departmental diversity.
- Long-term cost-containment goals.
- Transparency and accountability standards.
- Audit readiness.

Our process includes:

1. **Research & Learn:** Exposure analysis, claims trending, contract review.
2. **Risk Assessment:** ORR + ROARR evaluation.
3. **Risk Analysis:** Benchmarking, actuarial review, market comparison.
4. **Action Plan & Timeline:** Structured annual service roadmap.
5. **Plan Execution:** Carrier marketing and negotiation.
6. **Report & Results:** Ongoing stewardship and performance measurement.

We do not simply request quotes. We develop a structured underwriting narrative that positions the City as a well-managed municipal risk**—strengthening negotiation leverage** and **improving market outcomes.**

To achieve the above, our proprietary benchmarking platform provides access to continually updated public-entity insurance data nationwide. This enables evidence-based decision-marking regarding:

- Coverage limits and structure.
- Deductible and retention levels.
- Claim frequency and severity comparisons.
- Peer municipal performance by size, geography, and pricing trends.

In addition, we provide:

- Experience modifier rate analysis.
- Loss forecasting.
- Trend stratification by department or exposure type.
- Total Cost of Risk evaluation.
- Year-over-year performance comparison.

This data-driven approach **strengthens underwriting negotiations** and **improves long-term financial planning.**

2. How does your firm educate your clients on industry "best practices?" Please provide a sample "best practices" exhibit.

Higginbotham's commitment to providing best practices in risk management is exemplified through our in-house risk management department, comprising dedicated loss control and safety personnel. Our aim is to offer a comprehensive 360-degree risk solution, combining both pre- and post-loss services. Here are some best practices we employ:

A Holistic Risk Solution: We believe in a holistic approach to risk management. Our team identifies potential exposures, reviews contracts, conducts safety training, validates certificates, and supports compliance. This 360-degree strategy is designed to help prevent losses before they occur.

Technology Tools: Leveraging technology is a best practice in our approach. We provide clients with advanced technology tools that enhance risk management processes, ensuring efficiency and accuracy in identifying and addressing potential risks.

Loss Prevention Programs: To minimize the frequency and severity of claims, our loss control professionals conduct tailored safety training for both business operations and personnel. These programs address specific safety concerns unique to your city environment, covering areas such as fleet safety, ergonomics, property safety, machine guarding, and hazardous communication.

Claims Management Excellence: In the unfortunate event of a claim, our best practice involves swift and effective claims management. We report claims to carriers promptly, analyze involved insurance policies, work towards maximizing recovery, offer litigation escalation when necessary, and respond proactively during catastrophic events.

Educational Resources/Training: We provide a range of educational resources and training programs as part of our commitment to best practices. Examples include programs on fleet safety, ergonomic best practices, property safety, machine guarding techniques, and haz-com compliance. These resources aim to empower public entities with the knowledge needed for effective risk mitigation.

By implementing these best practices, our comprehensive services are strategically designed to reduce your total cost of risk. We believe in not only addressing risks reactively, but also in empowering public entities with the knowledge and tools to proactively manage and mitigate potential risks in their operations.

Best Practice Exhibit

Access to Zywave and KPA Risk Management Center platforms provides structured safety and compliance support tailored to municipal environments.

Core Capabilities

Resource	Operational Impact
Bilingual Safety Training Modules	Supports consistent training across departments.
OSHA Log Automation (300, 301, 300A)	Simplifies compliance reporting and recordkeeping.
Incident & Injury Tracking	Identifies loss trends and prevention opportunities.
Behavior-Based Safety Tools	Reinforces a culture of accountability and supervisor engagement.
Digital Audit & Inspection Tools	Supports facility inspections and regulatory readiness through standardized resources.

Training modules may address:

- Law enforcement liability exposure.
- Fleet safety management.
- Emergency preparedness and disaster response.
- Cybersecurity awareness.
- Claims documentation best practices.
- Department head risk orientation.
- Supervisor risk accountability.

Delivery formats include **in-person workshops, live webinars, and on-demand eLearning**—all included within the scope of service.

3. Does your firm provide clients with legislative and compliance updates? Please provide an example of this service.

The City receives access to a centralized, web-based compliance and risk management platform that consolidates regulatory tracking, incident reporting, and document management into a single operational interface accessible across departments and locations. This dashboard **strengthens operational visibility** while **reducing administrative burden.**

Capability	Purpose & Value
Incident & Claims Tracking	Streamlined reporting process with real-time monitoring to improve response time, root-cause analysis, and early intervention following incidents.
Regulatory Compliance Monitoring	Tracks OSHA requirements, ADA accessibility standards, and key filing deadlines with automated alerts reducing exposure to compliance-related penalties.
Document Repository	Central storage for policies, safety manuals, training records, and audit materials.
Audit Trail & Reporting	Maintains clear documentation for internal reviews, council reporting, and public transparency supporting audit readiness and governance accountability.

Certificate & Contract Compliance (CertCon Services)

Vendor insurance compliance is a frequent exposure area for municipalities. Our CertCon Services platform automates certificate verification and tracking to strengthen contractual risk transfer oversight. This tool helps prevent uninsured vendor liability and strengthens contractual risk transfer.

Function	Benefit to the City
Continuous COI Validation	Ensures contractors maintain required limits and endorsements.
Automated Expiration Alerts	Reduces exposure from lapsed vendor coverage.
Real-Time Reporting Dashboard	Provides visibility for Finance, Legal, and Risk Management staff.
Electronic Processing	Improves documentation consistency, reduces manual tracking, and administrative workload.

Client Portal Access (24/7 Service Visibility)

Through our secure client portal, authorized City personnel may:

- Access active policy documents.
- Print certificates of insurance and auto ID cards.
- Submit claims electronically.
- Request policy changes.
- View renewal schedules and coverage summaries.
- Monitor service activities in real-time.

The portal **reduces administrative delays** and **provides round-the-clock access** to program information.

4. Is your firm able to provide an automated learning management system? Please provide examples of this service.

Yes, our firm can provide two automated learning management systems (LMSs): **Zywave** and **KPA.**

Zywave Tools

- Handbook Builder and PowerPoint safety trainings.
- OSHA 300 log management and compliance alerts.
- Legislative updates and safety policy templates.
- Zywave Learning LMS: More than 150 training modules on HR, compliance, and workplace safety.

KPA Risk Management Center

- Streaming video library (350+).
- Incident and OSHA tracking (including BBS and COI).
- HR & Benefits Library.
- Learning management, audits, and reporting tools.



5. What risk management services do you contemplate being provided, how frequently, and how do you propose to review and monitor these services?

Risk Management Solutions

A Year-Round Risk Management Partnership

A distinct value proposition that sets Higginbotham apart is our Risk Management Solutions framework—because our work does not stop after coverage is placed on Day One. Following coverage placement, the City receives 24/7, year-round guidance and support through our dedicated service team. Our approach integrates:



Insurance is not treated as an annual event. It is a continuously managed strategy designed to reduce volatility, strengthen underwriting position, improve long-term financial outcomes, and document stewardship reporting

Operational Risk Review (ORR) + ROARR Framework

Higginbotham utilizes a formalized risk identification process known as the **Operational Risk Review (ORR)** in combination with our proprietary **Review of Operations and Risk Readiness (ROARR)** model. This structured, data-driven methodology identifies, quantifies, and mitigates risk across complex municipal operations, including:

- Law enforcement.
- Infrastructure and utilities.
- Public works.
- Fleet operations.
- Parks and recreation.
- Administrative governance.
- Emergency responders.

The ROARR framework provides a visual analysis of the City's overall risk posture by measuring:

- Departmental risk exposure and operational readiness.
- Compliance with municipal and state standards.
- Loss control maturity levels.
- Improvement priorities influencing underwriting perception.
- Carrier risk scoring methodologies.

The **ORR + ROARR** outputs guide data-based decision-making, identifying corrective actions such as safety enhancements, infrastructure risk improvements, deductible adjustments, and coverage realignment that provide the greatest financial and operational impact. This process combines qualitative and quantitative analysis to evaluate:

- Coverage adequacy.
- Internal controls.
- Operational exposures.
- Compliance alignment.

- Total Cost of Risk performance.
- Long-term funding stability.

The result is a **clear, measurable roadmap** from reactive risk management to strategic risk positioning.



Our Process

The **ORR + ROARR** framework establishes a clear view of risk. Our process ensures those insights are translated into measurable action—**aligning coverage strategy, carrier selection, and service delivery** with the City's operational, financial, and governance objectives expected within public sector procurement environments.

STEP 01 | Historical Plan Review & Risk Assessment	
Objective	**Key Actions**
Develop a comprehensive understanding of the City's current insurance structure and risk environment.	• Conduct in-depth review of property, liability, auto, crime, cyber, and excess programs. • Analyze five-year loss history to identify frequency and severity trends. • Evaluate current limits, deductibles, and retentions for fiscal alignment. • Isolate departmental loss drivers influencing underwriting outcomes. • Perform on-site evaluations of high-exposure departments (Police, Public Works, Utilities, Parks & Recreation, Administration). • Assess facility conditions, infrastructure, fleet operations, and safety programs. • Oversee operational practices affecting liability frequency and claim defensibility. • Review vendor and contractor agreements to confirm effective risk transfer with indemnification standards. • Evaluate carrier performance, responsiveness, claims handling practices, closure timelines, and reserve development patterns. • Benchmark program structure against comparable municipalities.

STEP 02 | Customized Solution Development & Market Strategy	
Objective	**Key Actions**
Design a structured insurance and risk management strategy aligned with operational exposures and financial objectives.	• Determine optimal coverage structure and limits based on operational profile. • Evaluate insurer financial strength and public-entity specialization. • Develop a structured underwriting narrative presenting the City as a well-managed municipal risk. • Prepare preliminary cost projections and status quo comparisons to support the finance committee. • Analyze exposure data, claims performance, and coverage forms to identify structural improvements. • Recommend risk mitigation strategies to reduce claim frequency and premium volatility that strengthens underwriting reception. • Identify appropriate deductible and retention strategies aligned with budget objectives and cost-of-risk tolerance. • Carefully select qualified carriers to enhance competition and negotiation leverage.

STEP 03 | Implementation & Ongoing Management	
Objective	**Key Actions**
Execute placement strategy and provide year-round program oversight.	• Solicit and negotiate proposals from qualified, admitted, and surplus lines carriers. • Bind coverage and administer policies as the City's liaison to carriers. • Monitor claims activity, reserve development, and carrier responsiveness. • Conduct quarterly claims and risk review meetings. • Provide structured renewal planning 90–120 days prior to expiration. • Assess early market engagement when conditions indicate potential volatility. • Deliver an annual service plan outlining measurable objectives and deliverables. • Provide post-renewal summary reporting detailing active policies, premiums, deductibles, and program structure. • Adjust strategy as exposures evolve to ensure continued alignment with operational and fiscal priorities.



Strategic Market Execution

Our methodology for selecting policy limits, deductibles, coverage structure, and issuing carriers is disciplined and deliberate. Each phase of the process aligns with the City's:

- Budget and funding structure.
- Departmental diversity.
- Long-term cost-containment goals.
- Transparency and accountability standards.
- Audit readiness.

Our process includes:

1. **Research & Learn:** Exposure analysis, claims trending, contract review.
2. **Risk Assessment:** ORR + ROARR evaluation.
3. **Risk Analysis:** Benchmarking, actuarial review, market comparison.
4. **Action Plan & Timeline:** Structured annual service roadmap.

5. **Plan Execution:** Carrier marketing and negotiation.

6. **Report & Results:** Ongoing stewardship and performance measurement.

We do not simply request quotes. We develop a structured underwriting narrative that positions the City as a well-managed municipal risk—strengthening negotiation leverage and improving market outcomes.

Claims Advocacy & Resolution Support

Higginbotham's in-house Claims and Risk Management Division serves as a true advocate for public sector clients. Our approach includes:

- Comprehensive claims review and loss trend analysis.
- Reserve monitoring and adjuster oversight.
- Quarterly claims performance reviews.
- Identification of recurring loss drivers.
- Corrective risk control recommendations.
- Mitigation of repeat incidents.

For complex or disputed claims, our internal legal resources provide an additional layer of advocacy. Coverage attorneys review policy language, fact patterns, and applicable case law to strengthen negotiation positions and dispute resolution strategies.

We maintain **24/7 claims accessibility**, ensuring immediate support during after-hours incidents, severe weather events, or critical operational disruptions when early response can materially influence claim outcomes.

Risk Mitigation for Emerging Municipal Exposures

Municipalities nationwide face evolving exposures that directly impact underwriting and financial stability. Our team proactively addresses areas such as the following:

Cybersecurity & Data Privacy

- Exposure assessment of municipal systems.
- Coverage structuring aligned to operational risk.
- Vendor risk review and breach-readiness coordination.
- Staff training and operational continuity planning.
- Align incident response expectations with cyber underwriters.

Property Valuation & Inflationary Pressure

- Replacement cost reviews.
- Coinsurance audits.
- Catastrophe modeling.
- Infrastructure resilience planning.
- Valuation gaps reduction.

Behavioral & Workforce Claims Complexity

- Loss forecasting and trend analysis.
- Experience modifier evaluation.
- Return-to-work and risk mitigation planning.
- Workforce stabilization and claim duration reduction.

Governance & Public Officials Liability

- D&O exposure analysis.
- Board risk awareness guidance.
- Policy structure optimization.
- Litigation trend oversight.

By embedding these initiatives, the City **strengthens its risk maturity level** and **improves long-term negotiating leverage by demonstrating risk stewardship valued by carriers and rating agencies.**

Measuring Effectiveness

Our effectiveness is measured through:

- Annual service timeline accountability.
- Quarterly claims and loss reviews.
- Benchmarking against peer municipalities.
- Total Cost of Risk trend analysis.
- Renewal performance comparisons.

- Client satisfaction and deliverable fulfillment.
- Service Level Agreement (SLA) metrics and performance indicators.

We establish checkpoints throughout the policy year to evaluate progress and adjust strategy as needed. Each engagement includes a defined annual service timeline, functioning as a measurable roadmap and performance report card.

Technology & Analytics Integration

We support our process through advanced risk management technology platforms, including tools powered by Zywave and KPA. These platforms enable:

- OSHA tracking and compliance management.
- Online safety training and learning management.
- Incident tracking and reporting.
- Real-time loss data visibility.
- Custom risk analysis and forecasting.
- Program benchmarking.

This technology-driven approach **strengthens data transparency, improves forecasting accuracy, and enhances proactive risk management.**

Expected Outcome

By embedding this structured methodology, the City maintains a proactive risk posture rather than reacting to unplanned losses. Deliverables include:

- Improved underwriting positioning.
- Stronger carrier negotiation leverage.
- Reduced claim frequency and severity.
- Clear visibility into risk performance.
- Stabilized Total Cost of Risk trajectory.
- Effective long-term budget predictability.

Our objective is straightforward: **to deliver disciplined strategy, measurable results, and year-round partnership.**

6. Please provide a detailed risk management calendar should your firm be retained.

2026

Apr-Jun

04/01/2026
- Loss Control Carrier Visit
- Review Loss Control Recommendations
- Quarterly Claims Review
- Custom Risk Analysis

July-Sep

07/01/2026
- **Begin Marketing for 10/01 Renewal**
- Mid-Year Risk Management Review
- Loss Control Review
- Quarterly Claims Review
- Custom Risk AnalysisCustom Risk Analysis

Oct

10/01/2026
- **Policy Renewal**
- Quarterly Claims Review

Nov-Dec

12/31/2026
- Loss Control Service Review
- Quarterly Claims Review

2027

Jan

01/01/2026
- Establish Claims Reporting Protocol

01/15/2026
- Exposure / Inventory Review
- Review of Open Claims

Feb-Mar

02/01/2026
- Kick-off Meeting
- Service Planning

02/15/2026
- Introduction to Risk Management Technology

Actual service timeline will be defined & developed during planning meeting. Engagement is ongoing and continuous based on client service needs.

7. Will you prepare an Annual Stewardship Report including the following, please include examples: a. Cumulative Premium b. Loss Record c. Observations on Relevant Changes in Insurance Market d. Views on Loss Exposures e. Risk Control Activities f. Goals Status with Prior Year Goals g. Insurance Policy Summaries

Within 45 days of renewal, the City receives a comprehensive Annual Insurance Program Report outlining:

- Coverage lines in force.
- Premium allocations.
- Deductibles and retentions.
- Carrier placements.
- Claims performance summary.
- Key performance indicators.
- Program measuring.

Reports are formatted to **support Council presentation** and **public record transparency.**



Statement of Qualifications: Loss Control - Property

1. Describe your internal loss control engineering capabilities if you do not have these services available internally, how do you propose that these services will be provided?

Loss prevention is not limited to traditional safety services; it encompasses risk engineering, property protection, environmental controls, and governance. All of our services described are handled in-house and included within our brokerage engagement at no additional cost, unless specialized third-party expertise (e.g., structural engineers or conservation scientists) is requested.

Property & Infrastructure Risk Control

- **Property Risk Engineering:** Site assessments for fire, flood, and windstorm exposure. Recommendations cover sprinkler adequacy, water damage prevention, and business continuity.
- **Emergency Preparedness & Disaster Planning:** Development of disaster recovery plans, including salvage procedures, crisis communication strategies, and coordination with first responders.
- **Catastrophe Modeling & Scenario Testing:** Predictive analysis of hurricane, flood, and utility outage scenarios to model potential impacts and pre-plan mitigation strategies.

By embedding these initiatives, the City strengthens its risk maturity level and improves long-term negotiating leverage by demonstrating risk stewardship valued by carriers and rating agencies.

2. Describe how you will provide the following services/information:

a. Loss Development and Trending Analyses: Not applicable.

b. Property Valuation Services: We review existing property schedules and replacement cost estimates. Updated replacement cost estimates are performed using CoreLogic. We have third-party business partners available when required for detailed appraisals.

c. Maximum Foreseeable Loss and Probable Maximum Loss Estimates: Loss scenarios are developed – Maximum Foreseeable Loss (MFL), Probable Maximum Loss (PML), and Normal Loss Estimates (NLE) using engineering judgement and industry modeling tools to estimate potential financial impacts for fire loss events.

3. Will you provide annual loss engineering report detailing loss exposures for critical recommendations from the broker, not the carrier? If so, please provide examples of this work.

Detailed reports will be delivered including a summary of activity, outstanding and completed recommendations, and updated MFL / PML / NLE estimates. Together we will collaborate to provide a custom deliverable that best fits your needs.

4. How would you recommend new construction or expansions are completed to ensure fire safety engineering to control property losses?

Higginbotham Property Risk Engineering provides design and plan reviews. We work with clients on new construction and expansions to ensure all fire protection meets insurance expectations along with current code (NFPA, FM, GE-Gaps). This includes active protection, passive protection, construction, separation, water supply, occupancy, and commodity classification.

Statement of Qualifications: Claims Management

1. Describe your firm's claims review process and frequency of review.

Higginbotham's in-house Claims and Risk Management Division serves as a true advocate for public sector clients. Our approach includes:

- Comprehensive claims review and loss trend analysis.
- Reserve monitoring and adjuster oversight.
- Quarterly claims performance reviews.
- Identification of recurring loss drivers.
- Corrective risk control recommendations.
- Mitigation of repeat incidents.

For complex or disputed claims, our internal legal resources provide an additional layer of advocacy. Coverage attorneys review policy language, fact patterns, and applicable case law to strengthen negotiation positions and dispute resolution strategies.

We maintain **24/7 claims accessibility**, ensuring immediate support during after-hours incidents, severe weather events, or critical operational disruptions when early response can materially influence claim outcomes.

2. Describe how you would propose to assist in managing claims.

Property & Catastrophic Loss Claims

- Pre-Loss Preparedness: We conduct policy reviews and risk assessments to confirm proper valuation and coverage limits before a claim occurs.
- Rapid Response & Claims Advocacy: In the event of a major loss, our team provides on-site claims support, working directly with adjusters and engineers to expedite recovery.
- Business Interruption Assistance: We guide clients through documentation and calculations to maximize income loss recovery.

Errors & Omissions (E&O)/Cyber Liability

- Breach Incident Reporting: Immediate support for cyber events, including forensic analysis, legal consultation, and regulatory notification guidance.
- Coverage Coordination: We liaise with insurers to ensure proper application of policy provisions for financial recovery.

Higginbotham's rigorous claims oversight program equips the City of Madison with proactive monitoring, expert claims advocacy, and thorough auditing. As your partner, we reduce financial exposure, enhance claims outcomes, and drive continuous improvement in claims management strategies through our structured audit process:

1. Audit Planning & Risk Assessment

- Define objectives (e.g., accuracy verification, compliance, fraud detection).
- Identify key risk areas and develop an audit scope.

2. Data Collection & Analysis

- Gather claims data, contracts, and policies.
- Use advanced analytics to detect billing anomalies and payment discrepancies.

3. Compliance & Documentation Review

- Verify adherence to regulatory requirements and industry standards.
- Assess claim coding, billing practices, and documentation accuracy.

4. Reporting & Corrective Action

- Provide detailed audit reports with findings and improvement recommendations.
- Implement corrective action plans and monitor compliance.

Claims advocacy is a core in-house service with no additional charge.

Dedicated Claims Team (In-House, Not Outsourced): Each client is assigned a primary claims advocate, Brandi Martin, to ensure continuity and accountability. Unlike many brokers, we do not outsource these services to third-party administrators (TPAs).

Carrier Advocacy: Our adjusters work directly with approved carriers, pushing for favorable interpretation of policy language, expedited payment schedules, and, where appropriate, advanced claim payments. We escalate disputes directly with senior carrier leadership when delays or disagreements occur.

Complex & Catastrophic Loss Expertise: For large or unusual claims, we assign a senior claims consultant to coordinate with restoration firms, legal counsel, appraisers, and forensic accountants to maximize recovery.

Claims Reviews & Trend Analysis: Scheduled claims reviews provide detailed analyses of loss history, frequency vs. severity patterns, and recommendations for preventing recurrence. Reports are customized to highlight city-specific trends.

24/7 Availability: Our claims hotline provides immediate access to licensed adjusters, ensuring no delay in reporting critical losses.

Claims Technology: Through our Risk Management Information System (RMIS), the City will have secure access to claim files, trend dashboards, and financial reserves, ensuring transparency at every stage of the claim lifecycle.

Questionnaire

III. Questionnaire

Company Name __Higginbotham Insurance & Financial Services

Company Address 500 W 13th St, Fort Worth, TX 76102

Company Servicing Office Address 201 Washington St. Huntsville Al 35801

Dedicated Company Contact Milner Hanahan, Producer

Can you provide at least 10 references within public entity business? Yes X No___

Do you have access to traditional, pool, captive, and self-funding options? Yes X No___

Please indicate if your firm provides the services below **without subcontracting the service to another company**, how many personnel within your firm is dedicated to this service, and the cost of service:

Additional Services to be Provided	In-House Personnel? (Yes or No):	How many in-house personnel dedicated to the service?	What is the cost for this service?
Claim Advocates	Yes	50	$0
Human Resources Consulting	Yes	200	Varies on Project
Workers Comp Consulting	Yes	52	$0
Safety & Loss Prevention Services	Yes	16	$0
Contract Review by Attorney	Yes	12	$0
Risk Management Technology Systems	Yes	5	$0
H.R. Learning Management Systems	Yes	5	$0
24/7 Catastrophe Response	Yes	53	$0
Certificate of Insurance Validation Technology	Yes	5	$0

Please indicate any *additional* fees that would be associated with your firm with the applicable service.

Service N/A

Fee N/A

SECTION - III

Appendix



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APPENDIX

Scope of Services

City of Madison Service Scope	Higginbotham Confirmation
Assist with claim problems and questions	Confirmed
Shop the insurance based on the organization's needs	Confirmed
Providing competitive rates	Confirmed
Contact client on regular basis for update, problems and concerns	Confirmed
Available for employee meetings and safety meetings	Confirmed
Provide human resources and automated training	Confirmed
Provide workers' compensation claims support	Confirmed

APPENDIX

Higginbotham Locations Map

ESTABLISHED IN 1948 Texas' Largest Broker

ONE
Single-Source Provider

3.8K+
Team Members

130 +
Offices Across the Country



Offices In
19 States

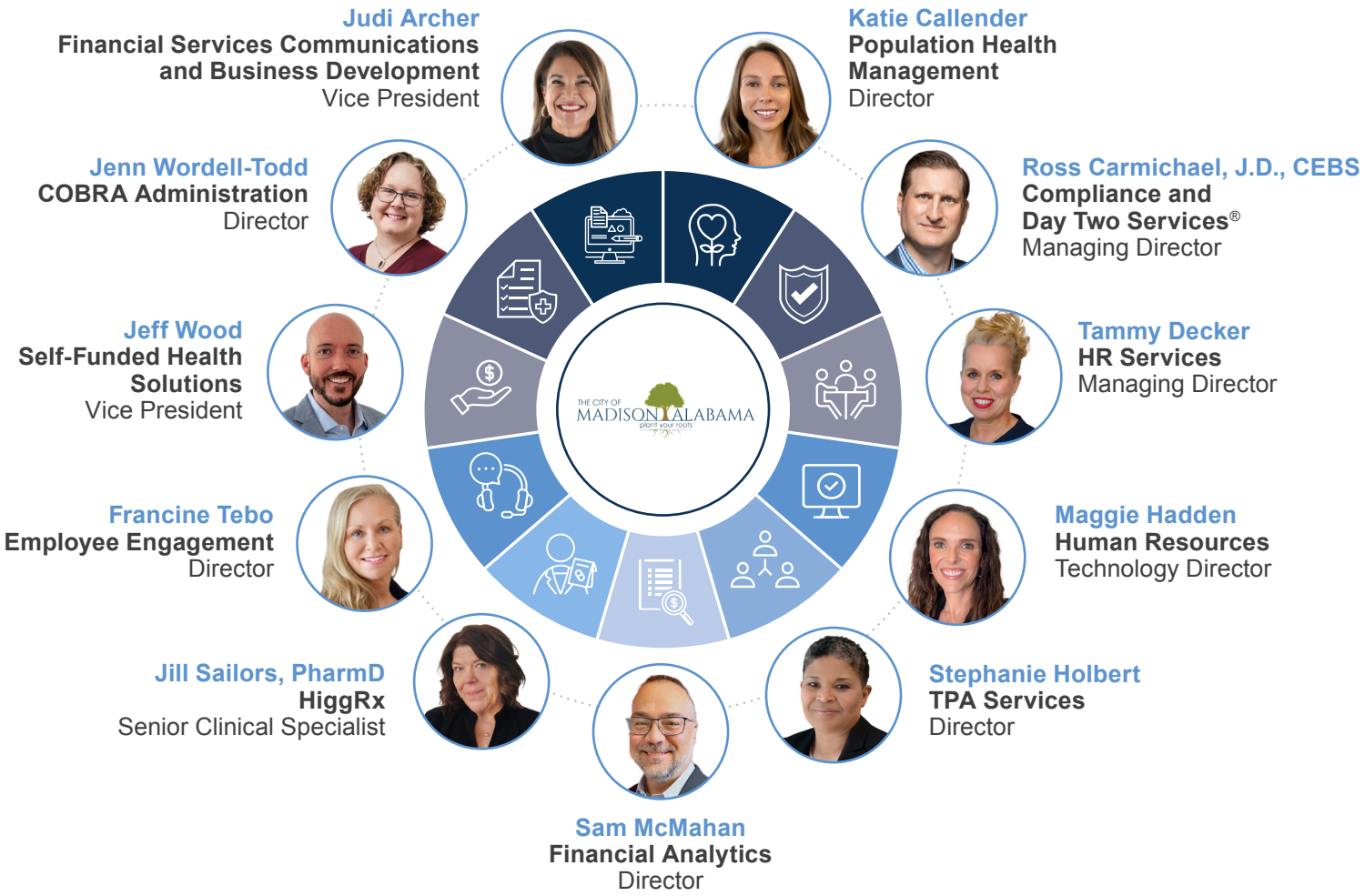
APPENDIX

Day Two® Leadership

The Higginbotham Difference

Our **Day Two Services®** leadership team guides Higginbotham in innovative solutions, facilitating world-class services for our clients.

From communications to funding alternatives, these industry experts contribute to your benefits program and remain available for the entirety of your policy term.



APPENDIX

HUNTSVILLE
The Star of Alabama

To Whom It May Concern:

I am pleased to provide this letter of recommendation for Higginbotham and their outstanding team in support of your property and casualty insurance needs.

The City of Huntsville has partnered with Higginbotham (and previously FPH) since 2004 for a wide range of insurance coverages, including Property, Inland Marine, Equipment Breakdown, Crime, Automobile, and several General Liability policies required by the State of Alabama.

Throughout this long-standing relationship, Higginbotham has consistently delivered exceptional service. Their team demonstrates expertise in risk mitigation, loss control, carrier coordination, and claims advocacy. They respond promptly and efficiently to emails and phone calls, ensuring that our needs are met without delay.

In addition to their technical proficiency, Higginbotham provides a level of professionalism and attention to detail that gives us confidence in our insurance program. Their commitment to timely service and proactive support has been invaluable to our operations.

I strongly recommend Higginbotham as a trusted partner for the City of Madison. Should you require additional information, please do not hesitate to contact me.

Sincerely,

JOHN LANG, ESQ., P.E.
Gen Sv. Administrator
General Services
City of Huntsville

HUNTSVILLE INTERNATIONAL AIRPORT • INTERNATIONAL INTERMODAL CENTER • JETPLEX INDUSTRIAL PARK • SPACEPORT

February 23, 2026

Mayor Ranae Bartlett
The City of Madison
100 Hughes Road
Madison, AL 35758

BOARD OF DIRECTORS

Chairman
Joey Ceci

Vice Chairman
LaFreeda Jordan

Secretary / Treasurer
Carl J. Gessler, Jr., M.D.

Vice Secretary
Mark McDaniel

Philip W. (Trey) Bentley, III

EXECUTIVE STAFF

Chief Executive Officer
Luther Roberts, A.A.E.

Chief Business Development Officer
Barbie Peek

Chief Operating Officer
Kevin Vandeberg, A.A.E.

Chief Legal Officer
Amy Murphree

Chief Financial Officer
Robert M. Pro, CPA

Chief Design and Construction Officer
James Flowers, C.M.

RE: Letter of Reference for Higginbotham

To Mayor Bartlett:

I am the Chief Legal Officer for The Huntsville-Madison County Airport Authority ("HMCAA"), an Alabama public corporation that owns and operates the Port of Huntsville. I am writing to provide a letter of reference for Higginbotham.

Higginbotham and its predecessor, Fountain, Parker, Harbarger and Associates, LLC, have provided insurance coverages to the Port of Huntsville since 1981. Personally, I have had the privilege of working with Mark Harbarger with Higginbotham for almost seven years in my current position, and for several years before that in my former position as outside counsel for HMCAA.

Higginbotham consistently demonstrates professionalism, attention to detail, and a comprehensive understanding of the insurance industry. One of their strengths is their ability to tailor insurance solutions to meet the unique needs of their clients. Another strength is the level of responsiveness and attentiveness Higginbotham shows to its clients. Mark always answers my phone calls and emails promptly and provides thoughtful and substantive responses to my questions.

To conclude, Higginbotham has been a valuable partner to HMCAA for over forty years, and I would recommend them to any other governmental entity wholeheartedly. Should you require any additional information, please do not hesitate to contact me.

Very truly yours,

Amy Murphree

Amy Murphree
Chief Legal Officer

HUNTSVILLE-MADISON COUNTY AIRPORT AUTHORITY
1000 Glenn Hearn Blvd. Box 20008 Huntsville, AL 35824 Tel: 256.772.9395 Web: www.flyhuntsville.com

Arab Water Works
526 Cullman Road
Arab, AL 35016
(256) 586-3159

Ted Hyatt, General Manager

February 20, 2026

To Whom it may concern:

I am writing to highly recommend Higginbotham and their excellent team for your property and casualty insurance needs. Fountain Parker Harbarger and its successor, Higginbotham, have provided exceptional coverages to the Arab Water Works Board since 1996.

Higginbotham currently provides Property, Inland Marine, Crime, Directors and Officers Liability, Employment Practice Liability, Automobile, General Liability, and Umbrella policies for us. Higginbotham provides service in a timely manner with attention given to loss control, carrier visits, risk mitigation, and claims advocacy.

During our partnership with Higginbotham, we have experienced dedicated service. The Higginbotham team is dependable, prompt, and efficient in their response to our needs. We value the relationship and trust the service we have with the team at Higginbotham Insurance and are confident that they will provide the city of Madison with the same exceptional coverage and service they provide us.

Thank you,

Kristi Wilks
Office Manager

Hartselle Utilities

Serving Hartselle's People, Building for Hartselle's Future

February 9, 2026

To whom it may concern:

I am pleased to offer my strong recommendation for Higginbotham (formerly Fountain Parker Harbarger) for your property and casualty insurance needs.

I have worked with this team for the past 18 years, and their service has truly been second to none. Throughout our long-standing partnership, Higginbotham has consistently demonstrated exceptional expertise in sourcing insurance carriers, managing risk, and providing strong claim advocacy. Their knowledge and guidance have been invaluable to our organization.

What sets Higginbotham apart is not only their technical proficiency, but their unwavering commitment to client service. Their team is prompt, responsive, and professional, while still maintaining a local, approachable presence. I can say with complete confidence that when an issue arises, they are there — yes, even at 4:30 p.m. on a Friday. I know this firsthand, as they have answered my call more than once at exactly that time, which speaks volumes about their dedication and reliability.

I am confident that Higginbotham's commitment to excellence and client-focused approach will make them a trusted and dependable partner for the City of Madison. Should you need any additional information, please do not hesitate to contact me.

Sincerely,

Carol Kirby

Carol Kirby
Human Resources Manager
Hartselle Utilities
256-773-3363
ckirby@hartselleutilities.org

1010 Sparkman Street, NW • P. O. Box 488 • Hartselle, Alabama 35640
Telephone: (256) 773-3340 • Fax: (256) 773-3399 • www.hartselleutilities.org

APPENDIX

Harvest-Monrovia Water and Sewer Authority

February 11, 2026

To Whom It May Concern,

RE: Recommendation for Higginbotham Insurance

I am writing to share my recommendation for Higginbotham and their team for your property and casualty insurance needs.

In our time working together, Higginbotham has consistently gone above and beyond for us. Their expertise in finding the right carriers, helping us stay ahead of risks, and advocating for us during claims has made them an invaluable partner. What I appreciate most is that they are as reliable as they are easy to work with. They handle everything with a high level of professionalism, but they also bring a friendly, local touch that makes them feel like a true extension of our team. Whenever we have a question, they are quick to respond and always have the right solution.
I am confident that Higginbotham's dedication and "above-and-beyond" service would make them a great fit for the City of Madison. If you have any questions about our experience with them, feel free to reach out.

Sincerely,

Mike Oliver
COO/GM

P.O. Box 329 • Harvest, Alabama 35749 • (256) 837-1132 • Fax: (256) 837-5046

Higginbotham™

Thank You!

Milner Hanahan
Consultant

P: 256-551-0060
E: MHanahan@higginbotham.com

RESOLUTION NO. 2026-361-R

A RESOLUTION TO APPROVE SERVICES WITH THE TRAVELERS COMPANIES, INC. AND ITS AFFILIATES FOR CITY PROPERTY AND LIABILITY INSURANCE COVERAGE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City is hereby authorized to enter into an agreement with The Travelers Companies, Inc. and its affiliates for the provision of property and liability insurance coverage for the City under a one-year policy commencing October 1, 2026, with a liability limit of $5,000,000, in accordance with the terms set forth in the proposal attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the Mayor or her designee is hereby authorized and directed to execute, on behalf of the City, any documents as may be required for said service. and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment in the amount of One Million Two Hundred Seventy-Six Thousand Five Hundred Sixty-One Dollars ($1,276,561.00) to The Travelers Companies, Inc. and its affiliates, from the General Fund General Services Budget in accordance with the terms and conditions detailed in the agreement authorized by the passage of this Resolution.

READ, PASSED, AND ADOPTED this 28th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION 2026-351-R

A RESOLUTION TO SPECIFY HOLIDAY OBSERVANCE DATES FOR CALENDAR YEAR 2027

WHEREAS, pursuant to the Personnel Policies and Procedures of the City of Madison, the Madison City Council shall specify the dates holidays are to be observed by the City for each calendar year;

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this the 28th day of September 2026, that the following holidays shall be observed by the City as follows:

HOLIDAY	DATE OBSERVED
▪ New Year's Day	Friday, January 1, 2027
▪ Martin Luther King Day	Monday, January 18, 2027
▪ Presidents' Day	Monday, February 15, 2027
▪ Memorial Day	Monday, May 31, 2027
▪ Juneteenth	Friday, June 18, 2027
▪ Independence Day	Monday, July 5, 2027
▪ Labor Day	Monday, September 6, 2027
▪ Veteran's Day	Thursday, November 11, 2027
▪ Thanksgiving Day	Thursday, November 25, 2027
▪ Day After Thanksgiving	Friday, November 26, 2027
▪ Christmas Day	Friday, December 24, 2027
▪ New Year's Day	Friday, December 31, 2027

▪ One (1) Additional Floating Holiday (*Not assigned*.)

READ, PASSED, and ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama on this 28th day of September 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

2027 City of Madison Holiday and Payroll Calendar

January

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2027 Holidays

THE CITY OF MADISON ALABAMA plant your roots

Jan. 1, 2027	New Years Day
Jan. 18, 2027	Martin Luther King Day
Feb. 15, 2027	Presidents' Day
May 31, 2027	Memorial Day
June 18, 2027	Juneteenth
July 5, 2027	4th of July
Sept. 6, 2027	Labor Day
Nov. 11, 2027	Veteran's Day
Nov. 25, 2027	Thanksgiving Day
Nov. 26, 2027	Day after Thanksgiving
Dec. 24 2027	Christmas Day
Dec. 31, 2027	New Year's Day 2028

Beginning of Pay Period

Pay day

Holiday

One (1) Floating Holiday and One (1) Floating Holiday assigned to Christmas Eve 2026

ORDINANCE NO. 2026-392

AN ORDINANCE TO AMEND POLICY 12: COMPENSATION AND BENEFITS OF THE *CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES*

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Policy 12: Compensation and Benefits, on December 8, 2025, by Ordinance No. 2025-387; and

WHEREAS, upon the recommendation of the City Council's Human Resources Committee, the City Council desires to amend said Policy 12: Compensation and Benefits in the manner set forth in this Ordinance;

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

Section 1. That the following proposed revisions will repeal the current Policy Section 12 and replace them with the proposed revised policy changes summarized as follows and attached in full to this Ordinance:

- Policy 12 – Amendments to provide for pay rate, standards, and advance agreements for officers serving bailiff duty in Municipal Court.

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

Section 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 12 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

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

BE IT FURTHER ORDAINED that the City of Madison Police Department Chief of Police or his designee is authorized to enter into Advance Agreements substantially similar in form, purpose, and intent to the agreement attached hereto as Attachment A with officers serving bailiff duty.

READ, PASSED, and ADOPTED this_____ day of_____2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

SECTION 12 – COMPENSATION AND BENEFITS

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12.1 COMPENSATION

12.1.1 GENERAL PROVISIONS

Policy Statement. The City will determine compensation based on fairness, internal and external equity and budget allocations. Such compensation will be comprised of employee pay and city-provided benefits that will be established and maintained in accordance with the guidelines of this chapter. All sections and guideline provisions are contingent on City Council budget approvals.

Job Descriptions. Department Heads will be responsible for preparing, maintaining, and periodically reviewing and revising (as necessary) job descriptions for each position within their departments.

Council Appointed Department Heads –The Mayor shall forward Job Descriptions for positions appointed by City Council to the Human Resources Committee, who would, after review and approval, take it to the City Council for review and approval.

All Other Job Descriptions – Department Heads shall forward job descriptions for all other positions in the City to the Mayor for his or her review and approval, after recommendation by the Human Resources Director.

Approved job descriptions will follow the standard format of the City and will identify the representative duties and tasks, along with the job-related knowledge, education, skill, and abilities that are required for proper performance of the job. They will include a specific description of essential and secondary job functions. The job description will be used to evaluate each job and to assign each position to the appropriate pay grade in the classification plan.

Exempt and Non-Exempt Job Classifications. Each job classification shall be designated as being "exempt" or "non-exempt," as defined by the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq., and its implementing regulations. The job description and/or related job analysis shall be used to designate the appropriate exemption status for the job classification in accordance with the FLSA, as determined by a combination of such factors and guidelines including:

- Weekly pay amount (Note: Part-time employees are classified as hourly for time accounting purposes, regardless of position.).
- Whether the employee performs manual or non-manual work.
- The degree of supervision exercised (compared to other duties).

- The degree and frequency of exercising discretionary authority and independent judgment.
- The level of participation in policy making and related planning.
- Non-routine and non-clerical administrative work involving discretion and independent judgment with respect to matters of significance (in importance and/or consequence).
- The performance of specialized and technical work requires advanced specialized training, experience and knowledge customarily acquired by a prolonged course of specialized intellectual instruction.

Exempt Employees.

"Exempt" employees are regular full-time employees who are exempt from the overtime requirements of the FLSA. Exempt employees are not entitled to overtime pay or compensatory time off regardless of the number of hours they work during a workweek.

Exempt employees are expected to work the typical workday as other full-time employees in their department, or a schedule determined by the Department Head, typically an average of at least 40 hours per week. Exempt employees may need to work additional hours outside the normal workday to attend meetings, such as Council meetings, etc., or perform other work required for their particular job position. Work schedules and time off from the exempt employee's regular work schedule must be approved in advance by the Department Head (or Mayor).

Exempt employees are typically paid their full salary for a work week in which work is performed, in accordance with the FLSA. However, full-day absences or suspensions from work may not be paid and/or will be charged as leave in accordance with the leave policies, as applicable (See Policy Section 11).

An exempt employee's pay or accrued leave accounts will not be reduced for partial time off in a given workday in accordance with the FLSA, except for certain medical leave in accordance with the Family Medical Leave Act, and applicable non-accrued leave, such as Administrative Leave, Personal Leave, and/or Military Leave.

Consistent with the FLSA, exempt employees' normal pay will not be deducted for absences occasioned by the employer or the operating requirements of the business. For example, exempt employees' salary (or leave accruals) will not be deducted for time missed due to business being closed for inclement weather or other reasons determined by the Mayor. However, if the business is open and the employee does not report to work for a full day, his/her pay or qualifying leave accruals can be deducted.

Department Heads may require exempt employees to record and track hours, work a specified schedule, and make up for work time lost due to personal absences of less than a day.

Hourly (Non-Exempt) Employees.

All employees who are not designated as exempt employees (including temporary employees) are classified as non-exempt or hourly employees and are subject to the minimum wage and overtime provisions of the FLSA. Non-exempt employees will be paid for all hours worked (or leave taken in accordance with the Attendance and Leave Policy Section 11) per pay period. Hours worked outside of standard scheduled work hours are approved by management. Regardless, if an employee is scheduled or permitted to work outside of their regular shift, the employee shall include that time as time worked on their timesheet. Such pay will be based on the hourly rate (or overtime rate) of pay for the job, as established by the approved classification and pay plan and any applicable, adjusted hourly rate calculations as required by FLSA.

Pay Compliance Inquiries. (FLSA)

If an employee suspects he/she was not properly paid for any period of time, and/or if he/she receives a paycheck in which he/she thinks deductions have been impermissibly made for time not worked during the preceding pay period, he/she MUST submit concerns in writing to the Director of Human Resources for review. The City will review the deductions in light of the FLSA, and will determine whether the deductions taken were permissible and/or whether the payments made were proper. In the event that deductions taken are impermissible or the employee was otherwise improperly paid, the employee will be reimbursed for the improper salary deduction and/or corrections made, as applicable. The City will continue to make a good faith effort to comply with the FLSA regarding exempt employee salary deductions and general payment obligations.

Classification Plan.

Classification plans shall be maintained using the approach that, insofar as practicable, jobs that are comparable in responsibility, scope, complexity, required education, knowledge, skill, and ability may be assigned to a comparable pay grade, while balancing adjustments for internal equity, budget considerations and external factors, such as

- **external competition for skills;**
- **recruiting challenges;**
- **difficulty to backfill;**

- **turnover and applicant data, and**
- **risk, cost and consequences of turnover**.

The classification plans shall contain a sufficient number of pay grades to adequately and fairly distinguish differences among jobs assigned to the plans. The assignment of jobs to pay grades contained in the plans shall be made through the evaluation of each job by Human Resources based on a job description for the position. Based on recommendations by the Human Resources Director and approval by the Mayor, revisions to the classification plans must be presented by the Human Resources Committee for City Council approval after the Department Head or Human Resources completes the standard process and forms. Pay plan reclassifications for existing positions will normally be considered at least two months before the budget preparation process begins, except in unique situations requiring more timely changes for business reasons, initiated by the Mayor or Human Resources.

If the Human Resources Committee's evaluation of an existing position on the City's classification plan results in a lower job grade than the grade the position is currently assigned, the position's grade will not be adjusted until the position is vacant. However, the grade will be adjusted prior to filling the position based on the approval of City Council.

The City Council has adopted four Pay Plans, including subsequent Pay Guidelines: 1) Sworn Police Officers and other Essential Personnel (Dispatchers); 2) Certified Firefighter Personnel; 3) General, Including All Other Classified City Employees; and 4) Department Heads and Aides.

Pay Plans. City Pay Plans have been established by the City Council and will be used in conjunction with the approved classification plans to determine the pay for all unclassified, classified, and temporary service employees. The pay plans establish a minimum and maximum pay range for each pay grade contained in the classification plan.

The Pay Plans shall be reviewed periodically by Human Resources and the Mayor, and recommendations may be made for adjustments based on **budget availability, external competition for skills, turnover and applicant data.**

The Pay Plans are subject to adjustment or modification by the City Council.

Annual COLA. In order to minimize the effects of economic inflation on City employees' salaries, at the beginning of each fiscal year, all City pay rates shall be

increased to account for inflation that has occurred in the preceding fiscal year.

The cost-of-living adjustment shall be equal to the Consumer Price Index for Wage Earners & Clerical Workers for "All Items" from the third quarter of the previous year to the third quarter of the current year, as determined by the U.S. Department of Labor, Bureau of Labor Statistics. The City may use the U.S. City Average or the average for the Southeastern U.S. to set the COLA for the new fiscal year.

Inflation adjustments remain subject to City Council budget authorization each year. When the national economy experiences rates of inflation exceeding 5%, the City may select a lower cost of living adjustment rate for a given year. Conversely, if deflation has occurred in a given year, pay rates shall not be reduced.

Reassignments (Non-Promotion). When an employee is transferred to an equivalent (Grade) position, the employee's base pay level will remain approximately the same as before reassignment. When an employee is demoted or transferred to a job with a lower grade, the employee's pay will be established at the grade of the new position, at the same step he/she was at prior to the transfer. All pay adjustments for employee reassignments will be recommended by the Department Head who must complete all Human Resources required paperwork (Change of Status Form) for such changes, and all proposed adjustments will be submitted to the Mayor for approval before becoming effective.

When an employee is hired from a General Classification position to a certified Police or Fire position, the employee's starting pay in the new position will follow guidelines of a new employee. When a certified Police or Fire classified employee is transferred or hired to a General Classification position the Department Head and Human Resources, with approval by the Mayor, will determine the pay on the different plan and determine if it is considered a transfer, demotion or promotion on a rare, case by case basis.

Acting Pay/ Working Out of Classification

If an employee, through the direction of the Department Head or Mayor is temporarily assigned the responsibility of performing the majority of the duties normally performed by another employee in a higher classification, that employee may, after a reasonable time period as determined by the Department Head or Mayor, receive temporary compensation at the grade of the temporary acting position at a step between 5% to 10% above the

pay of their regular position, unless to get on the proper grade, at Step 1, would equate to more than 10%.

Pay will be changed at the beginning of the following pay period after all required paperwork has been submitted to Human Resources and would not be changed back until the beginning of a new pay period.

However, in the event the temporary vacancy or absence becomes a permanent vacancy, the Department Head shall consider all qualified and eligible applicants or candidates, and the position will be posted according to current staffing procedures. Experience in a temporary assignment will in no way guarantee promotion into a position should one become available.

The following are provisions for temporary appointments and compensation:

a) A temporary vacancy or absence must exist within the department due to the absence of a regular full-time employee.
b) As determined by the Department Head, a temporary out-of-class appointment must be necessary for the efficient operation of the department (NOTE: If an employee's regular position requires serving on the behalf of their immediate manager, such as an Assistant Director to a Department Head for example, that employee may not typically be considered to be working out of classification, since it would be part of his/her regular job requirements, unless it is for an extended period of time);
c) The Department Head has the discretion to designate which employee, if any, shall be assigned and for what duration an employee may serve.
d) An employee will not be eligible for additional compensation under this policy until the beginning of the following pay period after the temporary assignment AND all required paperwork has been submitted to Human Resources. The employee temporarily assigned to a higher classification shall receive compensation equal to the grade established for the temporary classification. Upon completion of the temporary assignment, the employee's pay will revert to his/her regular pay at the beginning of a new pay period. Department Heads must submit a Classification Change Request Form for each change (to Acting, and to return to regular position) prior to the beginning of the pay period.

If an employee temporarily works in a position with a lower grade, the employee's pay rate will not change.

Anniversary Dates.

An employee's anniversary date (date of employment/hire) will be used to determine eligibility for pay increases, leave accruals, and other areas, which are related to an employee's years of service.

If an individual is separated and is later reemployed to a regular full-time position, the new anniversary date will be established as the employee's new hire/rehire date as a "new employee", unless the employee is reemployed to the last position, he/she left within 30 days. In that case, the pay, accrual rates and remaining sick leave balance would be the same as when the employee left, and the employee would not be considered a "new employee".

12.1.2 CLASSIFIED SWORN OFFICERS PAY PLAN GUIDELINES

The Sworn Officers Pay Plan of the City of Madison, as adopted by City Council, includes grades and steps of established wages or annual salary for all Sworn Officer positions except unclassified employees.

Grades, Purpose. The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a fourteen percent (14%) differential between each grade

Steps, Purpose. The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, provides for a two- and one-half percent (2.5%) to three percent(3%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

New Patrol Officer Employees. New Patrol Officer employees will generally be hired at the pay or salary at the first step for the grade.

If a terminated employee is re-employed to the position, he/she left within 30 days, he/she will not be considered a new employee but is not guaranteed to be rehired at the same rank, See Section 12.1.1, "Anniversary Dates."

New employees with three (3) or more years of <u>continuous</u> <u>full-time</u> Alabama Peace Officers' Standards and Training Commission (APOSTC) certified law enforcement employment shall be hired above the minimum rate. New employees from another state must have three (3) or more years of continuous full-time certified law enforcement employment with a current Peace Officers Standards and Training certificate from another state to be hired above the minimum rate, as long as they meet the following criteria: 1) their certification must be in good standing 2) they must comply with APOSTC Administrative Code; and 3) they must have had less than two (2) years break in serve at the time of hire with the City.

<u>Full Years of APOSTC Certified Experience</u>	<u>Hiring Step</u>
3 Years, But Less Than 5	1 Additional Step
5 Years, But Less Than 7	2 Additional Steps
More than 7 Years	3 Additional Steps

Other Sworn

APOST Officers Other new APOST certified employees (other than Patrol Officers) will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, but is not guaranteed to be rehired at the same rank See Section 12.1.1, "Anniversary Dates."

With the recommendation of the Human Resources Director and final approval of the Mayor, other new sworn employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

Performance Increase Procedures. Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee's anniversary date, provided that the Human Resources Department receives all the required performance documentation. Performance increases are not automatic; they also require a determination (using an objective, behaviorally based performance evaluation using the performance evaluation system) that the service of the employee has been "satisfactory" (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the employee's anniversary date).

Merit Increases. Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

Promoted Employees. The pay for promoted sworn officers with the ranks of Police Recruit, Police Officer I, Police Officer II, and Master Police Officer will be increased based on the guidance of department, as established in their

internal policies. Promotions of Sergeants and above will maintain their same step and move into the newly assigned pay grade.

12.1.3 CERTIFIED FIREFIGHTER PAY PLAN GUIDELINES

The adopted Certified Firefighter Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all Certified Firefighter positions except unclassified employees.

Grades, Purpose. The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan.

Steps, Purpose. The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a two and one half percent (2.5%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

New Firefighter Level Employees. New Firefighter Level employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

New employees with continuous paid professional firefighter experience, current professional firefighter level I/II certification by the Alabama State Personnel and Standards Commission, and national registry EMT certification may be hired at above the minimum rate, as follows:

Full Years of Professional Certified Firefighter Experience	Hiring Step
3 Years, But Less Than 5	Step 2
5 Years, But Less Than 7	Step 3
More than 7 Years	Step 4

Other New Employees Other new certified employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

With the recommendation of the Human Resources Director and final approval of the Mayor, other new certified employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted am

for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

Performance Increase Procedures.

Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee's anniversary date, provided that the Human Resources Department receives all required performance documentation. Performance increases are not automatic; they also require a determination (using an objective, behaviorally-based performance evaluation using the performance evaluation system) that the service of the employee has been "satisfactory" (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees shall be evaluated on their anniversary date.

Merit Increases.

Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

Promoted Employees.

The pay for promoted certified firefighters will be increased to the grade of the new position, at the same step he/she was at prior to the transfer.

12.1.4 GENERAL CLASSIFIED EMPLOYEES PAY PLAN GUIDELINES

The adopted General Classified Pay Plan of the City of Madison includes grades and steps of established wages or annual salary for all City positions except unclassified employees, Classified Sworn Officers and Certified Firefighters. The pay of each employee to whom the Pay Plan is applicable is established in accordance with the appropriate grade and step in the Plan.

Grades, Purpose. The grades of the Pay Plan will be used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a seven percent (7%) differential between each grade.

Steps, Purpose. The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE AND after completion of continuous years of service. The Pay Plan, as established, includes a two and one half percent (2.5%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.

New Employees. New employees will generally be hired at the pay or salary designated as Step 1 for the grade of the position for which they are hired. If a terminated employee is re-employed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

With the recommendation of the Human Resources Director and final approval of the Mayor, new employees may be hired up to the Step 5 of the grade of the position, consistent with the budgeted amount for the position. The Department Head will be required to justify the new employee at a higher step, consistent with the budgeted amount for the position, and based on extraordinary credentials, qualifications, or other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

Performance Increase Procedures Employees who receive overall satisfactory performance ratings during a given year shall receive a one-step increase for the following year. The pay increase shall be effective starting at the beginning of the pay period immediately following the employee's anniversary date, provided that the Human Resources Department receives all required performance documentation.

Performance increases are not automatic; they also require a determination (using an objective, behaviorally based performance evaluation using the performance evaluation system) that the service of the employee has been "satisfactory" (fully meets the performance expected for the total position) during the previous evaluation period (conducted at the end of each fiscal year). However, probationary employees may be evaluated on their anniversary date.

Merit Increases. Steps may also be used for occasional merit increases as determined by the Mayor. Step increases based on merit may be given only to the extent that funds are available to provide such increases and only for meritorious service as a City employee (as supported by the performance evaluation system of the City and other relevant information documented by the Department Head or Mayor). Such increases may not be given as a substitute for performance increases under circumstances in which the employee does not otherwise receive a performance step increase.

Promoted Employees.

For promotions of one pay grade, the pay for the promoted employee will receive a seven (7) percent increase, moving that employee into their same step within the next pay grade. Employees receiving promotions of more than one pay grade, their promotion will result in a pay increase of a minimum of seven (7) percent but no more than (16) percent. Employees receiving promotions of more than one pay grade where the promotion will result in a pay increase of more than 16 percent will be placed at the step closest to the 16 percent but not over, of the new grade of the position to which they are promoted. If an employee requires more than a sixteen (16) percent increase to fall within the pay grade, assigned to the new position, the employee may begin at step one (1) of the assigned pay grade.

12.1.5 POSITIONS PAY PLAN GUIDELINES FOR DEPARTMENT HEADS AND APPOINTED AIDES

The Department Head Pay Plan of the City of Madison includes an annual salary for unclassified Department Head level employees.

Salary Ranges. The City Council establishes the salary ranges for each of the positions in the unclassified service in the City of Madison.

Modification of Salary Ranges. The salary ranges may be modified at any time by majority vote of the City Council.

Salary at the Time of Employment or Appointment. The salary of an unclassified Department Head employee at the time of employment or appointment will be determined based on the employee's qualification, background, experience and other applicable considerations.

Salary Adjustments. Performance increase of 0% to 9% for Department Heads and Aides may be considered, depending on individual performance, critical skills and budget availability. Any increases must be approved by the Human Resources Committee.

With respect to cost-of-living (COLA) increases, if budgeted, unclassified Department Head and Aide employees shall be given the same percentage increases as that given through an across-the-board increase to the Pay Plan of classified employees.

Whenever City Council approves a COLA (cost of living adjustment) for all employees and/or merit raises for unclassified employees, the end of each salary range shall be increased by the percentage of the approved COLA and/or the merit raise of each position.

12.1.6 TEMPORARY EMPLOYEES PAY GUIDELINES

Rates of pay for temporary service employees will be based upon the City classification and pay plans if an employee is hired for a job that is assigned to the City classification plan. For administrative purposes, Temporary Crossing Guards will be paid the same as Grade 101 on the classification plan, and the Temporary Head Crossing Guard will be paid the same as Grade 103 on the classification plan.

First-time temporary employees will be hired at Step 1. Returning temporary/seasonal employees **may** be **hired** at Step 1, Step 2 (for the second year), Step 3 (for the third year), Step 4 (for fourth year), or Step 5 (for fifth year or higher) depending on performance experience, qualifications and budget availability, at the discretion of the Department Head. Pay rates for other temporary or seasonal positions that are not assigned to the City classification plan will be approved by City Council. Temporary employees will not be entitled to any longevity, performance or merit increases, or benefits.

12.2 PAY ADMINISTRATION

Pay Period and Payment.

The City has established a biweekly pay period for all employees. Pay earned during the pay period will normally be paid to the employee on the Thursday following the end of the pay period, or the following business day when City Hall is open, if it is closed on the Thursday. If there is a delay due to unforeseen circumstances, the City will use good faith efforts to comply with pay law requirements and guidelines. If any employee feels there was an error on their payment, the employee shall:

(1) Notify Human Resources in the event the payment is less than expected, so it can be evaluated and resolved.

(2) Notify Payroll if the payment was higher than expected. For any overpayment, the employee may be required to reimburse the City as soon as possible.

Employee Time Sheets and Records.

All time that an employee works shall be accounted for on the employee's time sheet and the department's time and attendance report. Those records required by the FLSA for hours worked, wages earned and paid, and compensatory time earned and taken will be maintained by the Finance Department. Time sheets for each employee are due to the Finance Department each Monday by noon following the pay period, which ended the previous Sunday. When the Monday timecards would normally be due falls on a holiday or City Hall is closed, timecards will be due the previous Friday by noon.

Failure to complete a time sheet or submit it on time may result in a delay in pay until the following pay period. As managed by the Department Head, employees will sign their own time sheets and accurately account for all hours worked and all hours taken as leave time or other absences. Employees must ensure that all time worked during and after regular work hours are included on their time sheet.

Falsification of any timecard or report will result in disciplinary action, up to and including termination.

Overtime and Compensatory Rates.

All employees (including temporary employees) who are designated as non-exempt from the overtime provisions of the FLSA are entitled to overtime pay, consistent with the requirements of the FLSA and City policy.

All employees assigned to 40-hour work schedules will be paid overtime (or compensatory time) for hours worked over 40 hours. Consistent with Section 7(k) of the FLSA, Patrol Officers assigned to 12-hour Patrol shifts and shift Firefighters will be paid overtime on a "work period" basis. Officers assigned to Patrol work period will be paid overtime after 80 hours work in a 14-day work period, which shall line up with the 14-day pay periods. Twenty-four (24) hour shift firefighters shall be paid overtime after 106 hours per pay period.

Regular, full-time, non-exempt employees may be given compensatory time accruals in lieu of overtime (up to 240 hours maximum). Only the time that employees actually work (excluding paid leave time) will be used to determine entitlement to overtime or compensatory time during the workweek as specified by the FLSA.

Overtime pay will be computed at one and one-half of the employee's regular rate of pay (or adjusted rate of pay as defined by FLSA) for overtime work. Compensatory time off will be computed at one and one-half hour for each hour of work that meets the requirements of the City.

Approval for Overtime and Compensatory Time Worked.

Any work that exceeds a non-exempt employee's normally scheduled workday or shift **must** be approved by the Department Head prior to the work being accomplished. If any employee (except Fire Department shift personnel) is allowed to work overtime and/or compensatory time of greater than 20 hours total in one work week, written justification by the Department Head may be required by the Mayor (with the exception of an emergency event involving essential personnel). If Fire Department shift personnel are allowed to work overtime of greater than 36 hours in one work week, not including the mandatory overtime in a regularly scheduled 72-hour workweek, written justification by the Fire Chief may be required by the Mayor. All overtime and compensatory time worked must be accurately recorded on the employee's timecard.

Compensatory Time Off.

An employee must be permitted to use accrued compensatory time on a date requested unless doing so would "unduly disrupt" operations (per FLSA) and the Department Head must approve the schedule for use of compensatory time off. An eligible employee electing to take compensatory time off must take the compensatory time earned within ninety (90) days after the end of the pay period in which it was earned. At the end of this (90) day period, if the employee has not taken compensatory time off, the employee will be paid at their current rate of pay for those hours accrued. When a non-exempt employee who has

accrued compensatory time off is separated from the City, he/she will be given either time off prior to the separation or pay (on the pay period following final regular paycheck) at the employee's current pay rate for the accrued compensatory time that has been properly documented through time and attendance reports.

Paramedic Differential Pay.

When funding is made available, a paramedic incentive differential of $200 per pay period may be paid to specific eligible fire personnel unless they are in No-Pay Status (rate to be effective the pay period after Council adoption of policy change). Specific personnel included for the incentive are 24/48 shift personnel, Day Captains, Day Investigators (Drivers), Day Battalion Chiefs and Deputy Fire Chiefs. In order to be eligible for incentive pay, paramedics must hold a current Alabama Paramedic license and be credentialed to practice at the paramedic level. The decision to continue or discontinue the incentive pay for the City is a decision, which rests solely with the City of Madison, and incentive pay may be cancelled at any time.

The Fire Chief is responsible for providing documentation of certification to the Human Resources Department. Pay changes will be made effective the following pay period after all required documentation is received in the Human Resources Department.

Fire Officer Administrative Differential.

When funding is made available, Fire Officers (Captain or Battalion Chief), Drivers, and Firefighters assigned to the Day Shift positions assigned to a 40-hour a weekday-shift schedule may be paid a 9.25% differential from their established base pay plan hourly rate. The purpose of the differential is to bring applicable employees' pay closer to comparable regularly scheduled pay for 24-hour employees in the same classification. The decision to continue or discontinue the differential pay for any position is a decision which rests solely with the City of Madison, and differential pay may be cancelled at any time.

Police Shift Pay Differential.

When funding is made available, differentials of 2.5% for second shift and 5% for third shift may be paid to non-essential employees such as Records Clerks assigned to work shifts other than daytime shifts. A differential of 5% may be paid to essential personnel (Sworn Officers and Dispatchers) working between the hours of 6PM and 6AM. This differential is applied to the established base rate of each eligible position. This differential shall apply to employees working an extended shift during their regular workweek. Assignment to a shift other than the

employee's regularly scheduled shift does entitle the employee to receive shift differential pay for the actual shifts worked. For example, assuming a Dispatcher normally works the afternoon shift five (5) days a week, and, if the Dispatcher works an extra day on the midnight shift, the extra eight (8) hour shift would be calculated at the differential rate for the midnight shift.

Any differential paid shall be applied consistently for each employee assigned to the same activity or responsibility. The differential will be paid only for actual hours worked and will not apply to payment of paid leave.

Sworn Police Officer Specialized Unit Assignment Pay Differentials

When funding is made available, the following differentials may be paid to Certified Patrol Officers; however, the SWAT Team differential may also apply to Sworn Officers up to and including the rank of Lieutenant when meeting the criteria. While Officers may perform in multiple specialized units, they will receive only one (1) of the following differentials from their established base pay plan rate. However, the Police Shift Pay Differential (section above) would also apply for eligible personnel.

The differentials will only be paid for actual hours worked while assigned to the specialized unit and will not apply to payment of paid leave or nonpaid leave. The Police Chief is responsible for assigning personnel to the specialized areas and for approving such differential on the officer's timecard based on the above criteria. The decision to continue or discontinue the differential pay for the City is a decision which rests solely with the City of Madison, and differential pay may be cancelled at any time.

Police Field Training Officer (FTO) / Communications Training Officer (CTO) Differential -- A five percent (5%) differential from the established base pay plan rate may be paid to Patrol Officers or Public Safety Dispatcher assigned to perform the duties of a Field Training Officer (FTO) or Communications Training Officer (CTO)will only receive differential pay while actively training new recruits. Only officers or dispatchers who are actively assigned to the roster of FTOs/CTOs, and who are currently certified as an FTO/CTO through an established training curriculum approved by the Police Chief may receive the differential. FTOs/CTOs take on these duties in addition to their duties. They are responsible for training, indoctrination, coaching and evaluation of probationary Patrol Officers or Dispatchers. FTOs ride in a patrol vehicle

with, and directly supervise, trainee officers to ensure they are trained and equipped properly prior to the trainee being released for solo duty.

Special Weapons and Tactics Team (SWAT) Differential -- A five percent (5%) differential from the established base pay plan rate may be paid to sworn officers up to and including the rank of Sergeant, who are assigned to the SWAT team. Only those officers who have successfully completed the SWAT probationary period under department policy and are currently certified as a SWAT operator through an established training curriculum as approved by the Police Chief may receive the differential. The SWAT team uses specialized equipment and tactics to handle high risk search and arrest warrants, hostage rescue, dangerous fugitive apprehension, dignitary protection, or other high-risk incidents. SWAT team members take on these duties in addition to their normally assigned duties. SWAT team members are expected to maintain an increased level of training and availability.

Physical Fitness Incentive Pay- In an effort to promote and maintain physical fitness among sworn officers, all eligible officers who complete and pass the department's Annual Physical Training Test shall receive an incentive of $100.00 per pay period. Eligible officers are those in good standing, not under disciplinary suspension or subject to active disciplinary proceedings. Officers must retake and pass the PT test annually.

The training department is responsible for conducting and recording PT tests and forwarding the list to HR. Should the training department fail to test all eligible officers by October 31st of each year and submit the results to HR, by the beginning of the next pay period, no officers shall receive the supplemental pay related to physical fitness.

Bailiff Pay

Officers who volunteer for bailiff duty shall be compensated at a rate of **$43.34 per hour, or the officer's regular Police Department hourly rate, whichever is higher**, for all hours worked in that assignment. This rate is established in advance of any bailiff assignment as a bona fide distinct rate for bailiff duty, a genuinely different type of work from routine patrol duties, in accordance with FLSA §7(g)(2) (29 CFR 778.415–778.419). Because the Municipal Court and Police Department constitute the same employer for FLSA purposes, all bailiff hours are aggregated with regular PD hours in determining an officer's overtime obligations for the applicable workweek or work period.

Where an officer works both regular PD duty and bailiff duty within the same workweek, overtime hours (those beyond 40 hours, or the applicable §7(k) threshold) will be attributed to whichever duty the officer was actually performing at the time those hours were worked, tracked chronologically in the order the hours occurred. Overtime for hours attributed to bailiff duty shall be calculated at one and one-half times the applicable bailiff rate ($43.34, or the officer's regular hourly rate if higher); overtime for hours attributed to regular PD duty shall be calculated at one and one-half times the officer's regular PD hourly rate. This method does not permit a blended or averaged rate across the two duty types; each hour's overtime premium is calculated using the rate tied to the duty performed during that specific hour.

All officers must complete the Advance Agreement prior to volunteering for Bailiff duty. The form will be routed through the Police Department, HR, and Finance, with the form being added to their personnel file.

On-Call and Stand-by Duty and Pay.

On any day when a non-exempt employee is not otherwise scheduled to work and is required to perform on-call duty that involves maintaining contact with a City representative (or activity) and responding to a request to report to duty within a specified time (normally forty-five (45) minutes), the employee will be entitled to on-call pay (totaling 1 hour of straight pay for each day when the employee performs on-call duty but is NOT called out to work). Employees requested to be on call during their regularly scheduled workday will not be entitled to on-call pay.

Exempt employees will not be entitled to on-call pay. Employees who are called out to work during their on-call period will not be paid for on-call duty but will be paid according to the call-out duty and pay Section of these policies.

Stand-by pay may be awarded when an employee is required to remain within a specified proximity to the workplace and be able to report to duty more quickly than normally expected in emergency situations. Stand-by duty is a more restrictive assignment, typically required of select essential personnel to ensure operational readiness. When stand-by pay is authorized, the Department Head may approve compensation of up to 2 hours of straight pay. Stand-by pay is authorized by the Department Head and Mayor.

On-Call and Stand-by Duty Authorization.

Department Heads will authorize the numbers and types of employees required to perform on-call or stand-by duty with input from the Mayor. The designation of the employees who are to perform on-call duty and to receive on-call pay, along with the requirements for performing such duty, will be made by the appropriate Department Head in accordance with the department's rules and regulations.

Call-Out Duty and Pay.

In the event of an emergency, a City employee is expected to respond to a request to work from a supervisor even when not in an on-call status. Exempt employees will not be paid for additional hours worked. Non-exempt employees who are called to work (call-out status) will be paid during the call-out in accordance with the following guidelines:

(a) If the length of time the employee works in a twenty-four (24)-hour period is less than two (2) hours, the employee will be paid for two (2) hours at the employee's regular rate of pay unless the time qualifies as overtime under FLSA.

(b) If the length of time the employee works in a twenty-four (24)-hour period is more than two (2) hours, the employee will be paid for all hours worked at the employee's regular rate of pay unless the time qualifies as overtime under FLSA.

(c) If the employee is called-out prior to the starting time of the regularly scheduled workday and continues working through the employee's starting time, the employee will be paid for all time worked and will not receive call-out pay.

(d) If the employee continues working through the normally scheduled quitting time, the employee will be paid for all time worked and will not receive call-out pay.

(e) There will be no compensation for travel to and from home and the initial worksite or facility, but employees who do not have a City vehicle may apply for mileage reimbursement.

(f) On-call employees who are called-out to work in any twenty-four (24)-hour period and receive call-out pay will not be paid the on-call pay provided in the On-Call Duty Section above for that period.

(g) If an employee is required to return to work more than once in a 24-hour period, the employee will be paid ONLY for ACTUAL TIME WORKED on subsequent calls.

12.3 BENEFITS

Benefits are provided to each eligible employee as a part of the employee's total compensation. Such benefits may be provided in accordance with the specific criteria established for each benefit. Specific details concerning an employee benefit may be obtained from the Human Resources Office.

Group Insurance. The City of Madison provides an employee group insurance program for eligible full-time regular employees. The group insurance program includes life and health insurance as approved by the City Council. All group insurance programs are subject to change, and employees should refer to the most current Provider Plan Booklets and/or contact Customer Service of the Provider for the latest updated information. **No Human Resources employee or other employee or agent of the City of Madison can guarantee coverage or provisions without written approval from the Insurance provider.**

Group Insurance Changes. Each year there will be a defined open-ended enrollment period when employees may make changes to their group insurance coverage, consistent with the provider's requirements. All changes must be made according to the provider contracts and ONLY during the open enrollment period unless the employee experiences a qualifying event (which would include rare circumstances, such as marriage, birth of a child, or the cancellation of a spouse's insurance coverage, etc.). For any qualifying event changes, the employee's request must be made within 30 days of the date of the qualifying event in writing, using the proper form, along with all required acceptable documentation.

Documentation Requirements. Due to Affordable Care Act 1095 legal reporting requirements, employees must provide a copy of the social security card for each dependent on their medical insurance at the time of enrollment. Per the provider's rules, employees must also provide a marriage certificate to add a spouse, and a birth certificate for all dependents at the time of enrollment.

Employees must use each insurance provider's forms and must provide all other documentation required by the Benefit providers, and must comply with each plan's requirements within the specified time limits.

Deadline Warnings.

The Provider is very strict with required documentation and due dates. Notifications are typically directly mailed to the employee's home address and not to Human Resources.

According to Local Gov for Local Government Health Insurance Program, it is up to the employee to provide timely required information. IF Local Gov has requested information from the employee regarding their benefits, Local Gov will give a specified number of days to respond, otherwise, benefits may be denied for that benefit year. For specific rules & timing requirements of adding dependents, please review the Health Benefit Plan Handbook. These are managed by Local Gov and the city cannot change or modify Local Gov's requirements.

Dependents (And Divorce).

Ex-spouses are NOT eligible for Local Gov coverage regardless of judgement

or divorce decree. If an employee fails to **immediately** remove an ex-spouse and/or ex-stepchildren from their insurance plan, the employee will be responsible for ANY & ALL claims processed and paid by Local Gov. Local Gov requires submission of proper court documentation (as soon as available) to HR and a Local Gov Dependent Cancellation Form **immediately** after a divorce is final. Note: Employees are expected to review Summary Plan Booklet for a list of eligible and ineligible dependents and all requirements.

Optional Insurance.

The City of Madison offers optional cafeteria-type insurance programs (such as AFLAC, Nationwide Deferred Compensation, etc.) to employees for the convenience of payroll deduction. If an employee has insufficient payroll funds, NO deductions can be made, and it will be up to the employee to reactivate their account with AFLAC if/when they return to sufficient pay status. The City does not negotiate the rates for these programs, and the employee is responsible for his/her policy contracts and timely review of any associated deductions on paystub. The City may discontinue the payroll deduction and payment programs for these companies prior to the beginning of any fiscal year. Any questions regarding these policies should be addressed to the individual insurance company agents.

Employee Assistance Program. To demonstrate its concern for the wellbeing of its employees, the City provides an employee assistance program. This service is available to regular full-time employees at no cost, contingent on budget availability. Employees who have a problem they feel may affect work performance are encouraged to voluntarily seek counseling and information on a confidential basis when needed by contacting BHS (Behavioral Health Services). An individual's participation in the program should remain confidential (unless other legal issues prevail or employee consent) and will not be made part of his/her personnel file.

Workers' Compensation. The City of Madison provides insurance coverage in accordance with state law for any injury an eligible employee may sustain on the job. Benefits and eligibility shall be determined in accordance with criteria specified by state law. Employees, supervisors and Department Heads are expected to follow the protocol established in the City of Madison Safety Manual, Section for Workers' Compensation Requirements. Failure to follow the protocol may jeopardize an employee's benefits.

12.3.1 TUITION REFUND PROGRAM

The purpose of the Tuition Refund Program is to encourage and assist employees in improving their knowledge or skills in present positions or in developing their qualifications for future positions with the City.

Eligibility. All regular full-time, non-probationary City employees who take a pre-approved course of study during off-hours. All regular employees must have completed their probationary period before the beginning of the term to be considered eligible to submit an Application Form.

Approved Institutions. Accredited universities, colleges, public vocational schools, or recognized correspondence schools. Courses presented by specialized schools will receive consideration at the time of application.

Course Criteria. Courses must be scheduled outside of working hours and should not interfere in any way with the employee's work performance (with the exception of Shift Firefighter personnel who must coordinate their schedules through Fire Department management and department policies).

Courses must meet one of the following criteria:

1) the course is directly related to some phase of the employee's present position; or

2) the course qualifies for credit toward an undergraduate or advanced degree, which would enhance the employee's chance for advancement to another position with the City.

The Tuition Refund program is not intended to support the training required by individual departments. Department required training shall be budgeted within the department's training budget.

Courses toward the Emergency Medical Paramedic Certificate, and the Examination for Paramedics, for certified firefighters are also considered department required training, and may be funded by the department, if budgeted. However, once an employee has successfully completed this certification or examination, additional courses for a related degree would be considered part of the tuition program.

No more than a total of 134 semester/201 quarter hours of undergraduate study and 52 semester/78 quarter hours of graduate study will be approved for reimbursement under the Tuition Refund Program for each employee. No employee will be reimbursed for more than $1,500 per school term and no more than $3,800 per year. (Annual limit will be effective October 2014.)

Application and Approval.

In order to participate in the Tuition Refund Program, the employee should, prior to enrollment, submit a Tuition Refund Program Application form to his/her immediate supervisor (and the Degree Approval Form if the coursework is part of a degree program). Employees must also supply all documentation required by the Human Resources and/or Finance Department to administer the program. The application is then subject to joint approval by the Department Head and the Director of Human Resources. If any changes are made to approved applications, the Human Resources Office should be notified within five (5) working days.

Employee Reimbursement.

The program provides for 100% reimbursement of the tuition only, with the maximum reimbursement being determined by the current cost of tuition for the "Resident" rate at the University of Alabama in Huntsville (UAH) and reimbursement cannot exceed $1,500 per term per employee and cannot exceed $3,800 per year per employee (effective October 2014).

The following documentation must be submitted within 30 days of completion of the course for authorization of reimbursement:

1) A statement from the school showing that the employee, while still employed with the City, successfully completed the course with a grade C or better for undergraduate courses, and a grade B or better for graduate or advanced courses.

2) Copies of the actual paid receipts/statements from the university and document(s) showing that the employee actually paid the full tuition amount on their own (i.e., credit card statements, debit card statements, cancelled checks and/or detailed statement from the school).

Reimbursement will not be made for a course funded by any other source. Reimbursement will be contingent upon budget availability for this purpose. Determinations of budget availability are at the sole discretion of the City of Madison.

Terms of Reimbursement. At the time of reimbursement, the employee will be required to sign an agreement and a promissory note with a due date of two years from the reimbursement. If the employee terminates employment with the City within two years of the date of reimbursement, he/she will be responsible for repaying the City for any payment received for tuition at the time of separation; and any balance due may be deducted from the employee's Annual Leave (Vacation) accruals.

As stated, (and signed by Human Resources official) on the Tuition Refund form, if the employee fulfills his/her obligation of working for two years after reimbursement, the employee's obligation under the note will be discharged.

Degree Documentation. Employees participating in the program should submit a copy of their degree, once completed, for their personnel file and to help track the success of the program.

AEMT and Paramedic School

Firefighters with the MFR have the additional opportunity to attend AEMT and Paramedic school. To ensure a return on the City's investment and to maintain the integrity of the training support program, the following condition applies: If an employee voluntarily separates from employment with the City within two (2) years of completing AEMT or paramedic school, they will be required to reimburse the City for the full amount of financial assistance or reimbursement received. This repayment obligation applies regardless of the reason for separation, unless waived by the City in exceptional circumstances. The two-year commitment period begins on the date of official completion from the program. Employees are expected to remain active, full-time service with the City throughout this commitment period to avoid repayment.

Employees who fail to obtain the licensure within 2 years of completion, fail to national registry attempt, or fail to complete the course must reimburse the City for all monies paid for tuition and supplies.

12.3.2 RETIREMENT BENEFITS

Retirement Systems of Alabama.

All requirements of plan members and benefit terms (including all statements in this section) are established by and may be amended by the Employees' Retirement System of Alabama (RSA) at any time.

All regular full-time and part-time employees who work, or may work, a minimum of 20-hours per week (part-time effective January 5, 2004) are required to participate in the Employees' Retirement System of Alabama (RSA). Once enrolled, the member (employee) must continue participation until employment is terminated. Rates are currently based on the Retirement System of Alabama (RSA) service date and are subject to change, based on state law provisions. Once a Police Officer or Firefighter obtains certification, they must ensure proper forms and paperwork are submitted to Human Resources to change the percentage in the payroll system. The member contributions are only refundable at the request of the member upon termination of employment and application for refund contingent on RSA requirements and conditions.

Retirement paperwork required by RSA must be completed by the employee and submitted to Human Resources 45 days prior to the due date to RSA to prevent delays in benefits (since most paperwork requires manual coordination between Human Resources and Payroll Departments).

For all RSA benefits, employees should not rely solely upon the RSA handbook or information from the City but should contact RSA directly with questions about their benefits and retirement. It is the employees' responsibility to monitor their benefit statements from RSA. RSA Service time may not equal service time with the City. Any time an employee is on no-pay status, contributions are not made to RSA.

Retiree Major Medical Insurance.

All eligible retirees have the option of participating in, or declining, the City's group medical insurance plan and must complete the participation or decline form within 40 days before the anticipated retirement date.

Retirees of the City of Madison, who are eligible to receive benefits from the Employees' Retirement System of Alabama (RSA) may be eligible to participate in the City's group major medical insurance plan ("the group plan"), provided the conditions below are met. Failure to meet these conditions may result in termination of benefit.

1. Employee meets the service and age requirements to retire with Retirement Systems of Alabama (RSA) and meets the following service requirements with the City.

Years of Service to City of Madison	RSA Age
10 Years or more	60
25 Years or more	Any Age

2. **The employee must have at least ten (10) years of credible coverage in Local Gov, OR if the City has been a member less than 10 years, the employee must have been enrolled in Local Gov continuously from the date the City joined Local Gov.**
3. The employee must already be enrolled in the group plan as an employee immediately before separation from City employment.
4. The retiree must pay the entire cost of retiree insurance, without any subsidy or participation by the City (unless they meet "City Subsidized Health Insurance" criteria in the following section.) Premium payments are due on the first day of the month following separation from City employment and the first day of each month thereafter. The failure of any retiree to pay his or her applicable insurance premiums in a timely manner may result in termination of any and all insurance benefits under this policy.
5. The City may assess a fee to defray the cost of administration or other fees at any time.
6. The City of Madison has the sole right and discretion to change or modify the insurance at any time.
7. The retiree will cease to be eligible to participate in the City's group plan upon becoming eligible for Medicare.

8. Once the benefit has been terminated for any reason, it shall NOT be reinstated.
9. Employee must complete an agreement form and must complete an annual form (when requested).
10. Member must meet all other Local Gov and City requirements to remain eligible.
11. Upon retirement, if an employee is enrolled in a Southland Benefit (Dental or Vision), they will be required to fulfill their 12-month contract agreement with Southland.

City Subsidized Retiree Health Insurance.

The City of Madison shall pay for one-half of the major medical health insurance premiums for any RSA employee who, at the date of retirement with RSA and the City, is at least sixty (60) years of age with at least twenty-five (25) years of service to the City, to maintain available city group major medical health insurance coverage for individual coverage for the employee only until such time as the retiree is eligible for Medicare coverage; provided that the retiree timely applies for the coverage and pays the remaining one-half of the premium necessary to maintain said coverage and meets ALL other requirements by the provider (Local Gov). This is not intended to be a contract, and the City reserves the right to change this benefit or the City's contribution at any time at the City's discretion. To receive this benefit, a retiring employee shall make written request to the Department of Human Resources and shall sign an acknowledgement form 45 days prior to retirement.

The benefit shall terminate upon the retiree's obtaining subsequent employment if health insurance coverage is available as a benefit of that job. The retiree must provide evidence of benefits provided by the retiree's employer and must comply with all other requirements under "Major Medical Insurance" section. Once the benefit has been terminated by reason of subsequent employment or any other reason, it will NOT be reinstated.

12.4 SAFETY PROGRAM

Safety is the responsibility of every employee of the City of Madison. It is the policy of the City of Madison to strive to provide employees with a working environment free of recognized hazards that could potentially cause occupational injury or illness. A Safety Program is provided and designed to safeguard employees and to minimize the frequency and severity of accidents.

Safety Committee. The general purpose of the Safety Committee is to promote the overall safety of City employees and City property. The Director of the Safety Committee will be the Human Resources Director or designee; and the Director of the Safety Accident Review Committee (Safety Subcommittee) shall be the Safety Manager for the City or a Human Resources Coordinator. Safety Committee members shall be appointed as described in the City of Madison Employee Safety Manual.

Employee Safety Manual. The City of Madison Employee Safety Committee maintains the Employee Safety Manual, which is presented to City Council for approval of changes.

Safety Fund. When the City of Madison receives a refund or a reinstatement credit from the Municipal Workers Compensation Fund due to the City's workers compensation experience, the City shall make up to 50% of the refund available for the purchase of work safety equipment, devices, materials, education and training to enhance workplace safety for City employees.

Specific purchases fitting the above criteria will be determined by the Safety Committee, based on a majority of the vote of the Safety Committee. Any remaining portion of said refund not allocated for the above purpose may be placed in the General Fund of the City of Madison.

Safety Incentive. The City of Madison maintains a safety incentive program to be granted to employees of the City determined by the Safety Committee to exhibit exemplary work safety practices and records for the previous fiscal year. An employee shall be determined to have exhibited exemplary work safety practices and be qualified for such incentive if:

1) a) the employee has had no workplace injuries, nor workplace accidents, (during the fiscal year or filed during the fiscal year), including vehicular accidents in which there may or may not have been an injury, OR

b) the employee did have such an accident but was able to demonstrate to the Safety Committee that the employee was not at fault, and the accident was not preventable (If fault and prevention are unclear, the employee can still be denied the incentive.); AND

2) the employee signed the City of Madison Employee Safety Manual Agreement and has followed the Safety Rules in the manual, and has not performed any unsafe acts; AND

3) the employee is currently active at the time the incentive is granted and was employed by the City as a regular (non-temporary) employee for the complete fiscal year.

Employees determined to be qualified to receive such incentive may receive four (4) hours of Administrative Leave per year to be managed by the Department Head. Employees shall take the Administrative Leave within one (1) year of notice from Human Resources. All four (4) hours shall be taken in one (1) day for each employee. If the employee is terminated before taking the leave or before the leave was granted, all leave will be forfeited. Any leave not taken within the time requirements will also be forfeited.

ATTACHMENT A

This Advance Agreement ("Agreement") is entered into between the City of Madison ("City" or "Employer") and the undersigned officer ("Officer") prior to the Officer performing any bailiff duty assignment, pursuant to Section 7(g)(2) of the Fair Labor Standards Act (29 U.S.C. § 207(g)(2)) and its implementing regulations at 29 CFR §§ 778.415–778.419.

1. Purpose

The purpose of this Agreement is to establish, in advance of any bailiff duty being performed, a bona fide hourly rate of pay for bailiff duty as a distinct type of work from the Officer's regular Police Department duties, so that overtime compensation for bailiff hours may be calculated using this rate rather than a blended weighted-average rate across duty types.

2. Bailiff Duty Rate

The Officer's compensation rate for bailiff duty shall be **$43.34 per hour, or the Officer's regular Police Department hourly rate at the time the bailiff duty is performed, whichever is higher** ("Bailiff Rate"). This rate applies to all hours the Officer performs bailiff duty and is fixed and agreed to before any such duty is assigned or worked.

3. Nature of Bailiff Duty as Distinct Work

The Officer and the City acknowledge that bailiff duty — including courtroom security, prisoner escort within court facilities, maintenance of order during judicial proceedings, and related court security functions — constitutes work that is materially different in nature, function, and setting from the Officer's regular patrol and law enforcement duties and is a distinct type of employment for purposes of 29 CFR § 778.415.

4. Overtime Calculation — Chronological Attribution

In any workweek (or applicable §7(k) work period) in which the Officer performs both regular Police Department duty and bailiff duty, overtime hours — hours worked beyond 40 in a workweek, or beyond the applicable §7(k) threshold — shall be attributed to whichever duty the Officer was actually performing at the time those hours were worked, tracked chronologically in the order the hours occurred within the work period.

- Overtime hours attributed to regular Police Department duty shall be compensated at one and one-half (1.5) times the Officer's regular Police Department hourly rate.
- Overtime hours attributed to bailiff duty shall be compensated at one and one-half (1.5) times the Bailiff Rate defined in Section 2.
- No blended, averaged, or weighted regular rate shall be applied across duty types under this Agreement. Each hour's overtime premium is calculated solely by reference to the rate applicable to the duty actually performed during that hour.

5. Advance Nature of Agreement

ATTACHMENT A

This Agreement is executed and acknowledged by the Officer before the Officer performs any bailiff duty to which it applies. No retroactive application of the Bailiff Rate or the attribution method described herein shall be made to hours already worked at the time of signing.

6. Timekeeping

The Officer agrees to accurately record and code all hours worked by duty type (regular Police Department duty or bailiff duty) in the City's timekeeping system, in the sequence such hours are actually worked, to permit accurate application of Section 4.

7. No Guarantee of Assignment

Nothing in this Agreement guarantees the Officer any minimum number of bailiff duty hours or assignments. Bailiff duty remains voluntary and subject to scheduling and operational need, except as otherwise provided in departmental policy.

8. Duration and Modification

This Agreement remains in effect until modified or superseded by a subsequent written advance agreement, department policy update, or collective bargaining provision, whichever applies, and applies prospectively only from the date any such modification takes effect.

9. Acknowledgment

By signing below, the Officer acknowledges having read, understood, and agreed to the Bailiff Rate and overtime attribution method described in this Agreement, prior to performing any bailiff duty under its terms.

Officer Signature: (through Docuware)_

Approved by (this will be McCants via Docuware):

_____

Approved by (This will be by HR and go directly into their file and to Finance, if needed.

ORDINANCE NO. 2026-346

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE VI OF THE MADISON CITY CODE PERTAINING TO THE MADISON CITY DISABILITY ADVOCACY BOARD

WHEREAS, the Madison City Code provides for the existence, membership, and authority of the Madison City Disability Advocacy Board of the City of Madison ("MCDAB"); and

WHEREAS, the board of MCDAB ("Board") has recommended certain changes pertaining to the Board's composition, meeting times, and funding to its organizational ordinance to the City Council; and

WHEREAS, the City Council of the City of Madison, Alabama, has determined that the Board's proposed revisions will promote the Board's public purpose, which is to affect positive change in persons with physical or mental impairments that substantially limit one or more major life activities;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1: That Chapter 2, Article VI, Section 2-278 entitled "Membership" is hereby repealed and replaced in its entirety as follows in order to require all Board members to be Madison residents:

> **"Sec. 2-278. Membership.**
>
> (a) The board shall be composed of nine voting members. As set forth in Table 2-278, three members of the board shall be appointed by majority vote of the city council and six members of the board shall be appointed by the mayor.
>
> (b) Except for those serving an interim term according to Table 2-278, members shall serve two-year terms.
>
> (c) All members serving as of May 1, 2014, shall be deemed to have been appointed to an interim term which shall expire according to the dates set forth in Table 2-278.
>
> (d) For any place requiring an appointment between May 1, 2014, and that place's expiration date set forth in Table 2-278, such appointment shall be made for an interim term which shall

expire according to the dates set forth in Table 2-278, even if adherence thereto results in an appointment of more than two years.

Table 2-278

Place Number	Residency Required	Appointing Authority	Interim Term Expiration
1	Yes	Mayor	12-31-14
2	Yes	Mayor	12-31-14
3	Yes	Mayor	12-31-14
4	Yes	Mayor	12-31-15
5	Yes	Council	12-31-15
6	Yes	Mayor	12-31-15
7	Yes	Council	12-31-16
8	Yes	Mayor	12-31-16
9	Yes	Council	12-31-16

(e) Upon the expiration of each of the interim terms, every appointment thereafter shall be according to the individual requirements of each place and for a term which carries an expiration date two years from the date of that place's last expiration. This shall be the appointment schedule even if adherence thereto results in an appointment for less than a full two years."

Section 2: That Chapter 2, Article VI, Section 2-279 entitled "Qualification of Members" is hereby repealed and replaced in its entirety as follows:

"Sec. 2-279. Qualification of members.

(a) The membership of the board shall be as follows:

Place 1: An adult with a disability.

Place 2: A parent/caregiver of a person with a disability.

Place 3: A parent/caregiver of a person with a disability.

Place 4: A parent/caregiver of a person with a disability.

Place 5: An employee of the Madison City School Special Education Department.

Place 6: A Madison resident with an interest in promoting issues that affect persons with disabilities.

Place 7: A Madison resident with an interest in promoting issues that affect persons with disabilities.

Place 8: A Madison resident with an interest in promoting issues that affect persons with disabilities.

Place 9: A parent/caregiver of a person with a disability.

(b) In addition to the voting membership defined above, there shall be one ex officio non-voting member from the parks and recreation department and one ex officio non-voting liaison to the city council.

(c) All board members must be bona fide residents of the city."

Section 3. That Chapter 2, Article VI, Section 2-281 entitled "Organization and Meetings" is hereby repealed and replaced in its entirety as follows:

"**Sec. 2-281. Organization and meetings.**

The board shall hold regular meetings at such time and place within the city, as it may from time to time determine. The board shall adopt by-laws providing for its own administration, quorum requirements, officers, and other matters not inconsistent with this article."

Section 4. That Chapter 2, Article VI, Section 2-284 entitled "Funding" is hereby repealed and replaced in its entirety as follows:

> **"Sec. 2-284. Funding.**
>
> Members are encouraged to procure funding through fundraisers and the solicitations of donations and grants made to the city, which the city will disburse specifically for projects that are approved by the board. The city council may make an annual appropriation to the board in the amount that they deem fit."

Section 5. That each section of this Ordinance is hereby declared to be an independent provision and that if any court of competent jurisdiction declares any word, clause, phrase, sentence, paragraph, or provision of this Ordinance hereof to be void and invalid for any reason, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 6. That this Ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this _____ day of September 2026.

_____

Maura Wroblewski,
Council President
City of Madison, Alabama

ATTEST:

_____
Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-396-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILLAIMS & JENSEN, PLLC

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 Williams & Jensen, PLLC, for federal affairs consulting and government relations services, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or her designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget; 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 in the amount of Sixty Thousand Dollars ($60,000.00) to Williams & Jensen, PLLC, from the FY 27 Legal Department Budget in accordance with the terms and conditions detailed in the Agreement authorized 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 28th day of September 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 September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-322-R

A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH BLUE PEPPER INVESTMENTS, LLC, FOR THE INSTALLATION OF A STAIRWAY IN THE CITY RIGHT-OF-WAY

WHEREAS, Blue Pepper Investments, LLC (the "Owner"), owns the property located at 12 Main Street, Madison, Alabama 35758, Parcel ID No. 16-05-16-0-004-013.005 (the "Property"); and

WHEREAS, the Owner applied to the City of Madison, Alabama (the "City"), for a Specific Development Permit to construct two one-story commercial buildings and a central pedestrian courtyard, which will connect to the existing sidewalk along Martin Street via the installation of a stairway within the City's right-of-way (the "Application"); and

WHEREAS, the Application came before the City of Madison Planning Commission (the "Planning Commission") at its August 20, 2026, meeting, and was approved by the Planning Commission on the contingency that the Owner enter into a Permissive Use Agreement with the City for the installation of a stairway in the City's right-of-way and that the Madison Station Historic Preservation Commission ("MSHPC") issue a Certificate of Appropriateness; and

WHEREAS, the Application was approved by the MSHPC at a special called meeting on September 23, 2026; and

WHEREAS, the City finds it in the best interest of the public health, safety, and welfare to enter into a Permissive Use Agreement with the Owner to allow the installation and use of a stairway in the City's right-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement (the "Agreement") with Blue Pepper Investments, LLC, for the installation of a stairway within the City's right-of-way to connect a pedestrian courtyard to the existing sidewalk along Martin Street, said Agreement to be substantially similar in purpose, intent, and content to the document attached hereto and identified as "Permissive Use Agreement," and that the City Clerk-Treasurer is hereby authorized to attest the same.

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or her designee is hereby authorized, for the entire term thereof, to execute all documentation necessary to enforce and comply with its terms.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of September, 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 September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Prepared by:
Shelby L. Morris, Esq.
City of Madison, Alabama
100 Hughes Road
Madison, AL 35758

STATE OF ALABAMA)
COUNTY OF MADISON)

PERMISSIVE USE AGREEMENT

This Permissive Use Agreement ("Agreement") entered into by and between the CITY OF MADISON, ALABAMA, a municipal corporation (the "Grantor"), and BLUE PEPPER INVESTMENTS, LLC, an Alabama limited liability company (the "Grantee"). The Grantor and Grantee also referred to herein individually and or collectively as the ("Party" or "Parties").

W I T N E S S E T H:

WHEREAS, the City of Madison, Alabama (the "Grantor") is the owner of an existing dedicated forty (40) foot right-of-way commonly known as Martin Street (the "ROW"), located in Madison County, Alabama;

WHEREAS, Blue Pepper Investments, LLC (the "Grantee"), owns the property located at 12 Main Street, Madison, Alabama 35758, Parcel ID No. 16-05-16-0-004-013.005 (the "Property"), which it desires to develop;

WHEREAS, the Grantee desires to construct a portion of a stairway, together with any associated retaining wall, (the "Structure"), within the Grantor's ROW, as depicted in the site plan attached hereto as Exhibit A (the "Site Plan");

WHEREAS, the Grantor is responsible for operating and maintaining the ROW, including that certain portion of the ROW, and the airspace thereof, upon which the Grantee desires to construct the encroaching Structure (the "Tract"), as depicted in the Site Plan;

WHEREAS, the portion of the Structure to be constructed and installed upon the Tract will extend into and encroach upon the Grantor's ROW in the approximate location identified in the stairway detail attached hereto as Exhibit B (the "Stairway Detail");

WHEREAS, the Structure could be impacted by the Grantor's excavation of the ROW, or of the Tract therein, in connection with the Grantor's permitted uses of the ROW; and

WHEREAS, the Madison Planning Commission has approved a Specific Development Permit providing for the construction of the Structure, as depicted in the Site Plan and Stairway Detail, which will encroach upon the Grantor's ROW and/or easements, subject to the Grantor's approval.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and other valuable consideration given by and between the Parties hereto, the receipt of which is acknowledged, the Parties do hereby agree as follows:

Section 1. Grantee Acknowledgments. Grantee agrees, affirms, and acknowledges as follows:

A. That the proposed Structure will encroach on the ROW and the air space thereof located on the Tract and infringe upon the Grantor's unfettered access to the ROW for the purposes for which it was reserved.

B. That Grantor's acquiescence of Grantee's encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the Grantor's right to the free and unfettered use and maintenance of the ROW for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.

C. That Grantee's proposed encroachment and infringement is to be permitted under this Agreement subject to the limitations and express understandings stated in the signed Site Plan and the provisions provided in this Agreement.

D. If the Grantor or Grantor-authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility or sewer lines located in the Tract or any portion of the ROW adjacent to the Tract, the Grantor will provide thirty (30) days' prior written notice to Grantee of its need to excavate or otherwise access the ROW and or the Tract. After providing written notice consistent with this paragraph, the Grantor may

remove or cause to be removed, at Grantee's sole cost and expense, any portions of retaining wall or stairway which encroach upon the Tract in the ROW to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the Tract and or ROW. After the Grantor or Franchisees complete any such maintenance, repair, or replacement within the ROW or Tract, the Grantor may restore and reconstruct the Tract as affected in accordance with this Agreement and the Grantor's applicable building codes and permitting requirements. Notwithstanding the foregoing, in the event of an emergency, the Grantor or its Franchisees may immediately access the ROW or Tract or easements adjacent thereto, if any, and remove or cause to be removed retaining wall or stairway in the Tract, which encroaches upon the ROW, as reasonably necessary to address the emergency, without giving notice, provided that the Grantor shall give such notice to Grantee as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the Grantor.

E. Subject to the terms of Section 1(F) below, the Grantor shall have no obligation to repair or replace any Structure, so removed or disturbed or to restore the surface of the Tract within the ROW to the condition that existed prior to removal. To the extent reasonably possible given the circumstances related to any maintenance, repair or replacement, the Grantor will endeavor to minimize interference with the use of the Structure on the Tract while exercising it rights to use of the ROW and the rights included in this Agreement.

F. That Grantee agrees herein to indemnify and hold the Grantor harmless from any expense of any kind associated with the permissive use of the ROW and the Tract therein, or any removal of the Structure other than damage caused by willful misconduct or gross negligence of the Grantor. Specifically, Grantee will hold the Grantor harmless from any expense of any kind associated with utility work that Franchisees undertake without providing notice to Grantee, however, the Grantee shall have a right herein to reserve and pursue any claims for damages caused by the Franchisee's willful or negligent conduct including but not limited to violating the Notice requirements in this Agreement, if the same results in damages to the Grantee.

G. That no additional improvement or encroachment beyond the proposed Site Plan referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the Grantor.

H. Grantee acknowledges that this Agreement extends only to use of the ROW and the Tract therein by the Grantor and that no agreement, representation, or warranty of any kind is made by the Grantor whatsoever regarding any use of the Tract within the ROW by persons or entities other than the Grantor.

I. The Grantee, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement insurance covering the Structure and the Grantee's activities in the ROW and the Tract. The Grantee shall furnish the Grantor with a certificate of insurance evidencing such coverage upon the Grantor's request. The Grantee shall further be responsible for all upkeep and maintenance of the Structure in accordance with the Grantor's applicable codes and ordinances.

Section 2. Grant of Permission. Subject to the conditions stated hereinabove, the Grantor grants permission for Grantee to construct, operate, and maintain the proposed Structure within the Tract in the ROW, or as it may encroach unto the ROW. This permission shall continue for so long as the Structure remains on the Tract and the Property is used in accordance with the Site Plan, subject to revocation by the Grantor as set forth herein.

Section 3. Covenants Running with the Land. The provisions of this Agreement shall be covenants running with the land and shall be binding on the Parties successors and assigns. This Agreement, and the permission granted herein, is appurtenant to the Property and shall not be assigned, transferred, or conveyed independently of a transfer of the Property without the prior written consent of the Grantor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the Property shall automatically transfer the rights and obligations of the Grantee under this Agreement to the transferee, provided the transferee assumes in writing the Grantee's obligations hereunder.

Section 4. Revocation and Termination. The Grantor may revoke the permission granted herein if: (i) the Grantee materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice thereof; (ii) the Structure is removed, abandoned, or ceases to be maintained as required herein; or (iii)

the Grantor determines, in its reasonable discretion, that the Structure's continued presence in the ROW poses an unreasonable risk to public health, safety, or welfare that cannot be remedied by relocation or modification.

Upon revocation or termination of this Agreement for any reason, the Grantee shall, at its sole cost and expense, remove the Structure from the ROW and restore the affected portion of the ROW to a condition reasonably satisfactory to the Grantor within ninety (90) days of notice of revocation or termination, or such other period as the Parties may reasonably agree given the scope of removal required. If the Grantee fails to complete such removal and restoration within the required period, the Grantor may perform the work and recover its reasonable costs from the Grantee. Termination or revocation of this Agreement shall not relieve the Grantee of any indemnification or other obligation accruing prior to the effective date of termination or revocation.

Section 5. Notices. All notices, requests, consents, or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered by hand, or on the date of delivery if sent by certified mail, return receipt requested, or on the date of delivery confirmation if sent by nationally recognized overnight courier, addressed as follows:

If to Grantor: City of Madison, Alabama
Attn: Legal Department
100 Hughes Road
Madison, Alabama 35758

If to Grantee: Blue Pepper Investments, LLC
Attn: _____
125 Chelsea Park
Madison, Alabama 35758

Section 6. General Provisions.

A. *Recording*. This Agreement shall be recorded in the Office of the Judge of Probate of Madison County, Alabama, at the Grantee's sole cost and expense, promptly following full execution.

B. *Entire Agreement & No Waiver*. This Agreement, together with Exhibit A and Exhibit B, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of a right preclude any other or further exercise of that right.

C. *Governing Law & Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict-of-laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state or federal courts situated in Madison County, Alabama.

D. *Amendment.* This Agreement may be amended only by a written instrument signed by both Parties.

E. *Headings.* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

F. *Severability.* If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

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

IN WITNESS WHEREOF, the Parties have hereunder set their hands and seals on the date and year respectfully noted.

[SIGNATURE PAGE TO FOLLOW]

GRANTOR:
CITY OF MADISON, ALABAMA,
A municipal corporation.

_____ Date: _____
Ranae Bartlett, Mayor

_____
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, a municipal corporation, 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 an act of the City of Madison, Alabama.

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

_____
Notary Public
My Commission Expires: _____

GRANTEE:
BLUE PEPPER INVESTMENTS, LLC,
An Alabama limited liability company.

_____ Date: _____
Emily L. Santiago
Its: _____

NOTARY CERTIFICATION

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Emily L. Santiago, whose name as _____ of Blue Pepper Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer of said limited liability company and with full authority, executed the same voluntarily for and as the act of said company.

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

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

Site Plan

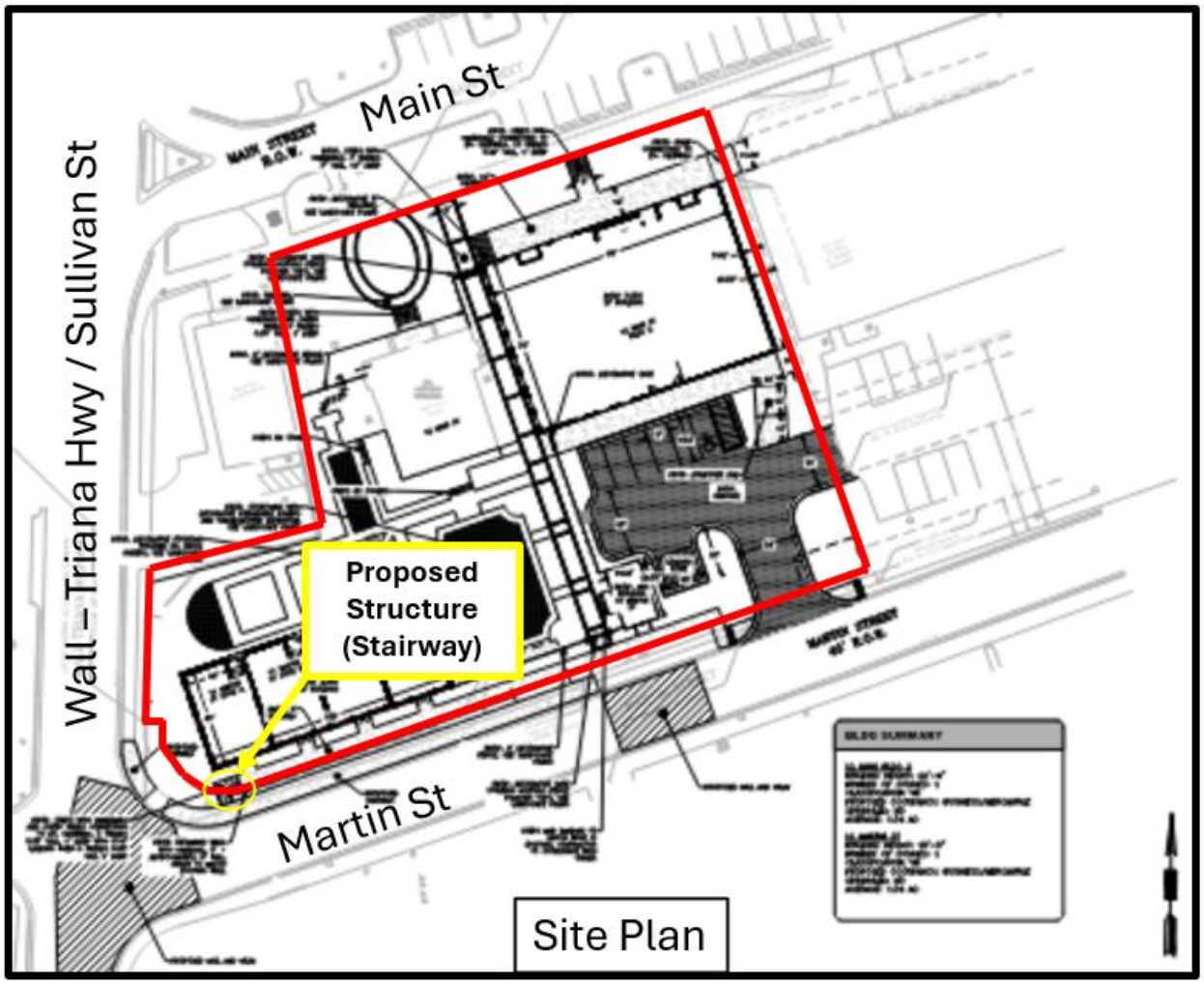
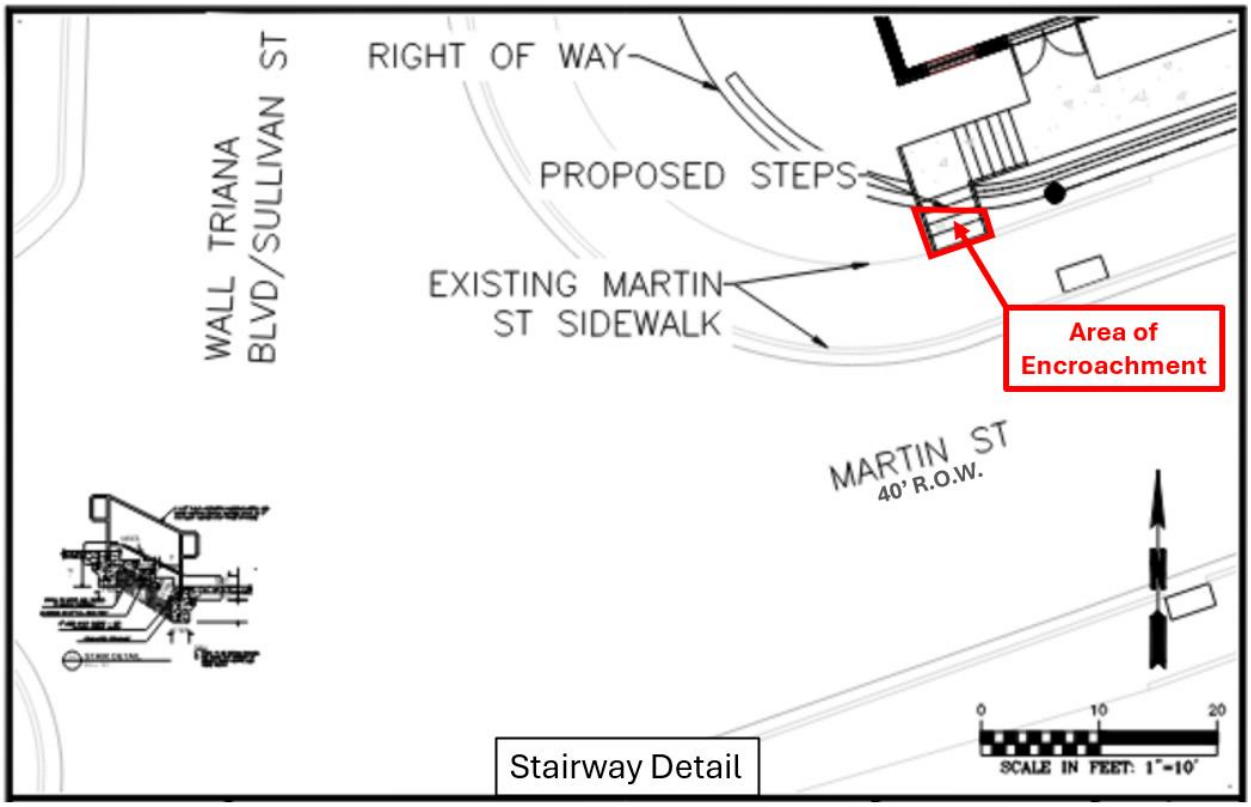


EXHIBIT B

Stairway Detail



ORDINANCE NO. 2026-336

AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 130 STONEWAY TRAIL, LOT 18 BLOCK 9 OF STONE RIDGE II SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **James D. Walcott & wife, Susan L. Wolcott,** for the vacation of a portion of a utility and drainage easement located within 130 Stoneway Trail, Lot 18 of Block 9 of Stone Ridge II Subdivision and further described as follows :

BEING A UTILITY AND DRAINAGE EASEMENT WHICH LIES ON THE EASTERLY LINE OF LOT 18 IN BLOCK 9, STONE RIDGE II SUBDIVISION, ON RECORD IN PLAT BOOK 11, PAGES 48 – 49 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID LOT AS SHOWN ON SAID PLAT, AND SAID EASEMENT EXISTING BY VIRTUE OF EASEMENTS NOTE AS SHOWN AND RECORDED ON PAGE 48 OF SAID PLAT. THE SAID EASEMENT TO BE VACATED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18 AND FROM WHICH A HALF-INCH IRON ROD FOUND BEARS S69°58’17”E, A DISTANCE OF 1.05 FEET; THENCE S20°34’09”E (RECORDED BEARING S21°10’40”E), A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S20°34’09”E (RECORDED BEARING S21°10’40”E), A DISTANCE OF 533.56 FEET; THENCE S61°57’16”W, A DISTANCE OF 5.04 FEET; THENCE N20°34’09”W, A DISTANCE OF 534.22 FEET; THENCE N69°25’51”E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID PORTION TO BE VACATED CONTAINS 0.06 ACRES (2,670 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 **James D. Walcott & wife, Susan L. Wolcott,** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	**QUITCLAIM DEED**
	§	**(VACATION OF EASEMENT)**
COUNTY OF MADISON	§	***No title search requested and none prepared.***

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as "Grantor"), hereby extinguishes any and all interest that it has in the portion of the public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **James D. Walcott & wife, Susan L. Walcott,** (hereinafter referred to as "Grantees") any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement.

BEING A UTILITY AND DRAINAGE EASEMENT WHICH LIES ON THE EASTERLY LINE OF LOT 18 IN BLOCK 9, STONE RIDGE II SUBDIVISION, OF RECORD ON PLAT BOOK 11, PAGE 48 – 49 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID LOT AS SHOWN ON SAID PLAT, AND SAID EASEMENT EXISTING BY VIRTUE OF EASEMENTS NOTE AS SHOWN AND RECORDED ON PAGE 48 OF SAID PLAT. THE SAID EASEMENT TO BE VACATED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18 AND FROM WHICH A HALF-INCH IRON ROD FOUND BEARS S69°58'17"E, A DISTANCE OF 1.05 FEET; THENCE S20°34'09"E (RECORDED BEARING S21°10'40"E), A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S20°34'09"E (RECORDED BEARING S21°10'40"E), A DISTANCE OF 533.56 FEET; THENCE S61°57'16"W, A DISTANCE OF 5.04 FEET; THENCE N20°34'09"W, A DISTANCE OF 534.22 FEET; THENCE N69°25'51"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID PORTION TO BE VACATED CONTAINS 0.06 ACRES (2,670 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 September, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

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

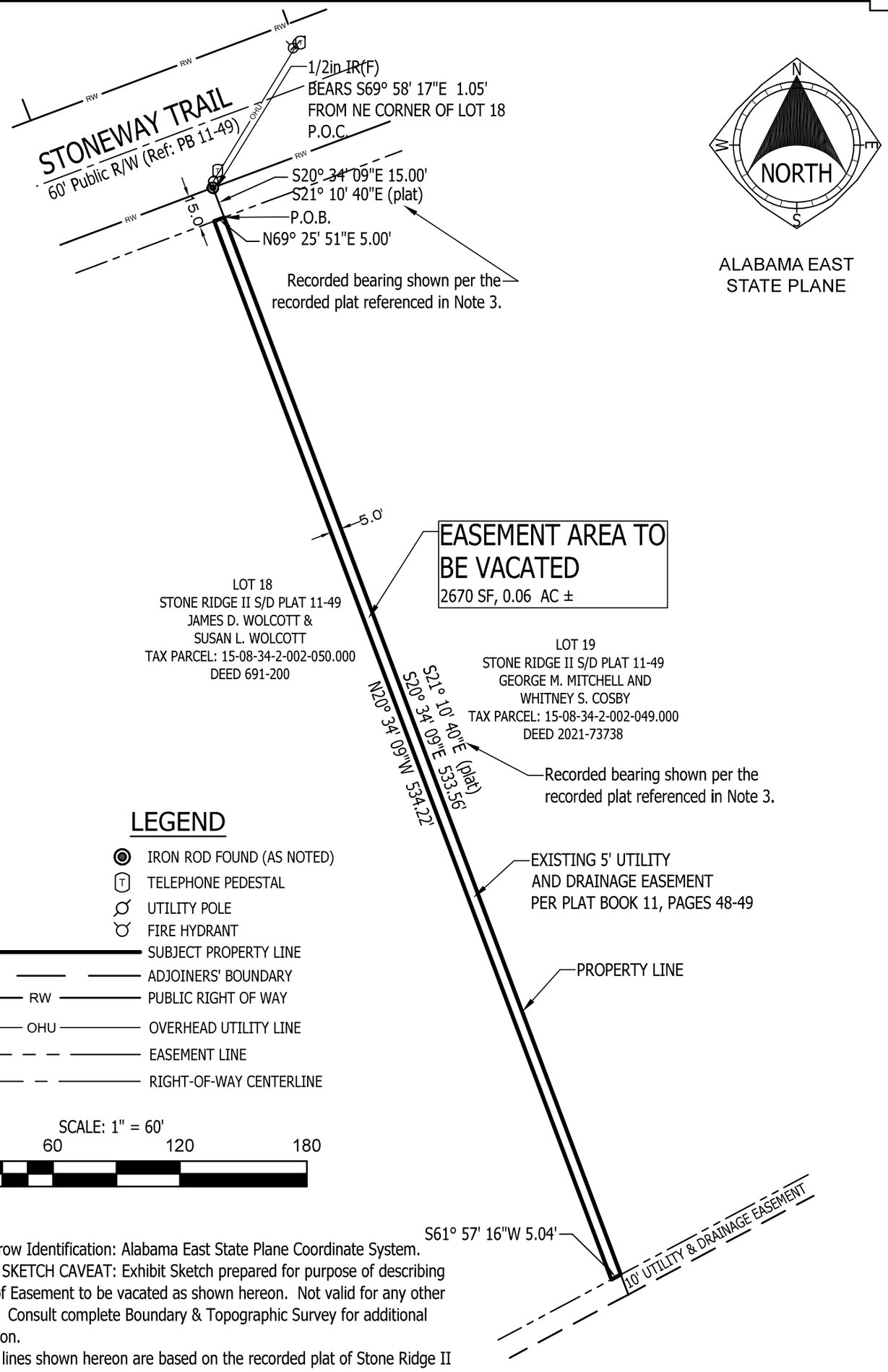
_____
Lisa Thomas
City Clerk-Treasurer

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 September 2026.

_____
Notary Public



NOTES

1. North Arrow Identification: Alabama East State Plane Coordinate System.
2. EXHIBIT SKETCH CAVEAT: Exhibit Sketch prepared for purpose of describing portion of Easement to be vacated as shown hereon. Not valid for any other purpose. Consult complete Boundary & Topographic Survey for additional information.
3. Property lines shown hereon are based on the recorded plat of Stone Ridge II Subdivision (Plat Book 11, Pages 48-49).
4. All utilities shown are approximate locations only. Actual locations to be verified by contractor on site. The property owner is responsible for correcting any damage/conflicts with utilties discovered during construction.

UTILITY & DRAINAGE EASEMENT TO BE VACATED

Lot 18, Block 9, STONE RIDGE II SUBDIVISION
Plat Book 11, Page 48-49
130 Stoneway Tr Madison Al 35758
SECTION 34,TOWNSHIP 3 SOUTH, RANGE 2 WEST
MADISON COUNTY, ALABAMA

THE LAND CONSULTANTS LLC
5449 US Hwy 41
Jasper, TN 37347
423·304·6722

EXHIBIT SKETCH

DWG#: : 26291
ISSUE #: 0
ISSUE DATE: 08-10-2026
SEE SHEET #1

SHEET 1 OF 1

ORDINANCE NO. 2026-333

AN ORDINANCE REPEALING AND REPLACING CHAPTER 11, ARTICLE I OF THE MADISON CITY CODE

WHEREAS upon the recommendation of the Police Chief, Johnny Gandy, the City Council seeks to **REPEAL** and **REPLACE** provisions of the City Code regarding Security Alarm Systems;

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPEAL**, in its entirety, City Code Chapter 11, Article 1, Section 11-1 through Section 11-9.

BE IT FURTHER ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPLACE** and insert the following for City Code Chapter 11, Article 1, Section 11-1 through Section 11-11:

Section 1.

"**Sec. 11-1. – Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm business means the business, by an individual, partnership, corporation, company or other entity licensed by the city, of installing, maintaining, servicing, repairing, altering, replacing, moving, or monitoring an alarm system at an alarm site. This does not include individuals performing work without compensation.

Alarm notification or dispatch request means a notification intended to summon the police either manually or automatically to a particular alarm site. At the discretion of the Systems Security Coordinator (SSC), multiple false alarm notifications in a 24-hour period of time may be counted as one false alarm.

Alarm site means a single fixed premises or location served by an alarm system. Multi-unit buildings or complexes with multiple physical addresses, are considered separate alarm sites, even if served by only one alarm system:

(1) *Small commercial* includes a non-residential business with the largest building being less than 10,000 square feet.

(2) *Large commercial* includes a non-residential business with the largest building being 10,000 square feet or more.

(3) *Residential site* means any single-family premises having a separate street address.

Alarm system means a device or series of devices, including, but not limited to, hard-wired and wireless systems, and systems interconnected with cellular or private radio signals, that emit, transmit or relay a local audible, visual or electronic signal intended to indicate an alarm condition and summon a police emergency response, or that would reasonably be expected to summon police services, including but not limited to self-monitoring alarms. Alarm system does not include:

(1) An alarm installed on a vehicle or boat unless the vehicle is permanently located at an alarm site;
(2) An environmental alarm designed to alert only the inhabitants of a location that does not have an external local alarm or contact the owner or service personnel of a location;
(3) A personal medical alert device unless it communicates directly through an alarm system;
(4) An alarm that is portable or a temporary self-contained unit, is not permanently affixed or electrically connected to the property, does not have a sound or sight signal that can be heard or seen from the exterior, and is designed only to alert the inhabitants within; or
(5) An alarm designed and classified as a department of defense system, provided each system has been excluded, in writing, by the SSC.

Alarm user means any person who uses an alarm system to protect his premises or has responsibility for the primary control of an alarm site.

ANSI/SIA Control Panel Standard CP-01 means the American National Standard Institute (ANSI) approved Security Industry Association — SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for alarm system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratories (UL), or other nationally recognized testing organizations, shall be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

Automatic voice dialer means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a

telephone line, radio or other communication system, to a public safety or emergency services agency requesting dispatch.

Cancellation means the process where an alarm dispatch request is terminated by the monitoring company for an alarm site prior to police arrival at the alarm site.

False alarm means an alarm notification or dispatch request summoning the police department to the location of the alarm activation where the responding officer finds no evidence of any criminal offense, or attempted criminal offense, after having completed an inspection of the interior or exterior of the alarm site. False alarm specifically excludes the following:

(1) Alarm activation signal caused by extreme weather conditions which cause damage to the premises or alarm system. Such damage must be clearly established and must be verified by the SSC;

(2) Cancellation of an alarm dispatch request by an alarm business performing the monitoring service prior to the dispatch of police;

(3) Alarms caused by failure of the alarm equipment, provided that written proof of repair of the alarm equipment is provided to the SSC; or

(4) Other reasonable, extenuating circumstances as determined by the SSC.

Holdup alarm means an alarm signal generated by the manual activation of a device intended to signal a crime in progress.

Inactive status means a permit has been placed in an inactive status after the alarm site exceeded six false alarms within a 12-month period. Alarm permits designated inactive are subject to increased administrative fees, fines and other penalties.

Keypad means a device that allows control of an alarm system by the manual manipulation of pushbuttons, locks, knobs, etc. A keypad may also be designated as an arming station or a command station.

Keyholder means an individual capable of reaching and accessing the alarm site, possessing the code to the alarm system, and/or the authority to approve repairs to the alarm system.

Monitoring means the process by which an alarm business receives signals from alarm systems and relays alarm notification to a public safety dispatcher for the purpose of summoning police response to the alarm site.

One plus duress alarm means a manual activation of a silent alarm signal by entering a code at an arming station that adds one to the last digit of the normal arm/disarm code (e.g. normal code = 1234, one plus duress code 1235).

Panic alarm means an audible and/or visible alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring emergency response.

Security Systems Coordinator (SSC) means a person or persons designated by the chief of police to issue alarm permits, review false alarm notifications, assist with registration of security cameras, and/or otherwise administer this ordinance.

Public safety dispatcher means police department dispatcher.

Unregistered alarm site means a site that has not complied with registration requirements set forth in this article.

Verify means an attempt by the alarm business or its representative to determine the validity of an alarm signal by contacting the alarm site or alarm user by at least two different designated telephone numbers or other electronic means before requesting a police dispatch, whether or not actual contact with a person is made, in an attempt to avoid an unnecessary alarm dispatch.

Zones means the capability of an alarm system to separate and report incidents or alarms by area at the alarm site (Example: Zone 1—Front Door Contact; Zone 2—Front Entry Motion Detector).

Sec. 11-2. – Fines and Penalties

(a) An alarm user shall be subject to warnings, fines, and other penalties depending on the number of false alarm notifications (FAN) emitted from an alarm system within a 12-month period based upon the following schedule:

(1) First and second FAN for registered active sites, no fine, warning only.
(2) Third and fourth FAN, $50.00 fine.
(3) Fifth FAN, $75.00 fine.
(4) Sixth or more FAN, $100.00 fine per occurrence, and the alarm permit shall be placed in inactive status.

(b) Any alarm user or person operating a nonpermitted or unregistered alarm system shall be subject to a citation and assessment of a $100.00 fine, in addition to the penalty for the designated FAN occurrence as set forth in subsection (a) of this section.

(c) Any alarm user of a registered site placed in inactive status shall be subject to penalties as set forth in subsection (a) of this section, plus an additional penalty of $50.00 for each FAN occurrence.

(d) A false alarm awareness class may be offered by the SSC. Upon successful completion of the class, an alarm user's first fine may be waived.

(e) After four unexcused FANS, as evidenced by written or electronic notification from the SSC, an alarm user, apartment owner or property manager (or his representative) must respond to any subsequent alarm notification and make contact with the responding police officer at the alarm site. Failure to comply with the provisions of this subsection shall constitute a violation of this article.

(f) An alarm business, or any person performing services on behalf of an alarm business, may be subject to a fine of $50.00 for any FAN caused by such alarm business or person performing services on behalf of the alarm business.

(g) Failure to renew the alarm permit within 30 days of the anniversary date of the initial registration shall subject the alarm user to a fine, in addition to any administrative fee, in an amount equivalent to the initial registration fee.

(h) Commercial alarm users and alarm businesses with unpaid fines and penalties are subject to being reported to the City Clerk-Treasurer’s office for business license suspension.

Section 11-3 - Violations

(a) An alarm user, owner of an alarm business, and/or person commits an offense if he/she violates by commission or omission any provision of this article that imposes upon him/her a duty or responsibility, and is subject to the general penalty provisions of Section 1-9 of this Code. Unless otherwise provided, the minimum fine for any violation of this article shall be $50.00.

(b) In addition to the provisions of subsection (a) of this section, a person commits an offense if he/she operates an alarm business within the corporate limits of the city without having first obtained required city and state licenses.

(c) In addition to the provisions of subsection (a) of this section, a person commits an offense if he/she fails to pay any fines or other penalties assessed by the SSC within 30 days of written or electronic notification.

Section 11-4- Purpose

(a) The purpose of this article is to encourage security camera system users, security alarm users and alarm businesses to register alarm systems and security camera systems with the city, maintain operational reliability of alarms and security cameras, and limit unnecessary police emergency responses to false alarms.

(b) This article governs burglary, robbery, panic and holdup alarm systems, and security camera systems; requires permits; establishes fees; provides for penalties and violations; establishes a system of administration; and encourages their proper use.

(c) Alarm and/or security camera registration is not intended to, nor shall it, create a contract, duty or obligation, either expressed or implied, of response. Any liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration and/or security camera registration, the alarm user acknowledges that public safety response may be limited by uncontrollable factors including, but not limited to, the availability of police, priority of calls, weather, traffic, or other emergency conditions.

Section 11-5- Appeals

(a) If the SSC assesses a fine or denies the issuance, renewal, or reinstatement of an alarm permit, the SSC shall send written notice of the action and a statement of the right to appeal to the affected party.

(b) The user, keyholder, or installation, servicing, and/or alarm business may appeal an assessment of a fine or the activation to inactive status of an alarm registration to the SSC by submitting, in writing, the reasons for the appeal within five business days of the date of the notice.

Section 11-6 – Alarm Business

(a) An alarm business shall maintain all licenses as required by city, state and federal law.

(b) An alarm business shall not install, service or monitor automatic voice dialers; program alarm systems to send one plus duress alarm; or install a device to activate a holdup or panic alarm with a single action, non-recessed button.

(c) Upon request, an alarm business shall provide the SSC with a customer list in a format acceptable to the SSC.

(d) An alarm business shall notify the SSC prior to any routinely scheduled maintenance or testing of an alarm system. The SSC should be notified of any urgent situations resulting in maintenance or testing as soon as possible.

(e) Alarm installation or servicing companies shall also:

(1) Install alarm system detectors to report detailed zone and detector information to the monitoring company and prevent the occurrence of false alarms;

(2) Provide written and oral instructions to alarm user on proper use and operation of alarm system;

(3) Provide a summary of this ordinance to alarm user if completing initial registration for alarm user;

(4) Provide SSC a completed alarm registration for each new installation site if completing initial registration for alarm user; and

(5) Use only ANSI/SIA CP-01 listed alarm control panels on all new installations and panel replacements or upgrades.

(f) Monitoring companies shall also:

(1) Communicate dispatch requests to the public safety dispatcher. Said dispatch request shall include alarm site address and permit number; nature of alarm (i.e. burglary, robbery, holdup, panic, audible, silent etc.); specific location of alarm at alarm site (i.e. interior or perimeter, north, south, front, back, etc.); name and estimated time of arrival of alarm user or keyholder; monitoring company operator name, I.D. number, and call-back phone number;

(2) Verify alarm activation before requesting police response, except a panic or holdup alarm activation, or where a crime-in progress has been verified by real-time audio/video surveillance of an alarm site by the monitoring company;

(3) Communicate cancellations to the public safety dispatcher; and

(4) Maintain, and make available to SSC upon request, for a period of at least 24 months following a request for police dispatch to an alarm site, records relating to the dispatch. Records must include the name, address and phone number of the alarm user, the activated alarm system zones or locations, and the time of

the request for police dispatch. Failure to provide requested records within 30 days shall be deemed a violation of this article.

Section 11-7 – Alarm permit required; application; fee; transferability; false statements

(a) A person commits a violation of this article if he operates or causes to be operated an alarm system without a valid alarm registration and permit issued by the city for each alarm site. The permit required by this article is in addition to any permit which may be required by city for the installation of an alarm system.

(b) The non-refundable, non-transferable registration or renewal fee for a permit is $25.00 a year for a residential alarm site; $35.00 a year for a small commercial alarm site; and $50.00 a year for a large commercial alarm site. The permit fee shall be submitted to the SSC by the alarm user or the alarm company within 30 days of the alarm installation, activation, possession or anniversary date for annual renewal.

(c) Each permit application must include the following information:

(1) The name of the person who will be the permit holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees assessed under this article;

(2) The classification of the alarm site as residential, small commercial or large commercial; and

(3) All other information required by the SSC.

(d) Any false statement of a material matter made by an applicant or alarm business for the purpose of obtaining an alarm permit shall be sufficient cause for refusal to issue a permit and shall constitute a violation of this article.

(e) An alarm permit shall not be transferred to another person or location.

(f) An alarm user shall inform the SSC of any change that alters any information listed on the permit application.

(g) All fees owed by an applicant must be paid before a permit may be issued.

Section 11-8 – Multi-unit Alarm Systems

(a) If an alarm system is the responsibility of the individual tenant in a multi-unit complex, the tenant is the alarm user and shall be responsible for permit

registration and renewal, and the payment of any fines, fees and other penalties associated therewith.

(b) If the alarm system in a unit is provided by the multi-unit complex (i.e. an amenity), the complex owner or property manager is the alarm user and shall be responsible for permit registration and renewal, and the payment of any fines, fees and other penalties associated therewith, regardless as to whether the unit is occupied or not.

(c) The name of the multi-unit complex, building number, and unit number must be provided to register, renew and/or modify the status of alarm permits.

(d) The owner or property manager of a multi-unit complex shall obtain a separate commercial alarm permit for any alarm system operated in a non-residential area of the multi-unit complex, including but not limited to common tenant buildings and areas, offices, and storage and equipment areas and buildings.

(e) At the discretion of the SSC, a single alarm registration and permit may be allowed for a commercial non-residential multi-unit building or complex if all units or buildings are served by one alarm system and located at the same physical address.

(f) If commercial multi-unit buildings or complexes have separate physical addresses or are served by separate alarm systems, a permit shall be required for each alarm site.

Section 11-9 – Proper alarm system operation and maintenance

(a) An alarm user shall:

(1) Maintain the premises and the alarm system in good working order and in a manner that will minimize or eliminate false alarm notifications;

(2) Pay all administrative fees and penalties associated with the operation and maintenance of the alarm system;

(3) Respond or cause the keyholder to appear at the system's location within one hour, when notified by the city, to deactivate a malfunctioning alarm system, to provide access to the premises, and/or to provide alternative security for the premises;

(4) Not activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report;

(5) Provide the alarm installation and/or monitoring company with the alarm system permit number; and

(6) Notify the SSC within 30 days if the alarm system is disconnected or terminated; the permitted alarm user or business moves; or the alarm site is sold.

(b) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm audible or visible on the exterior of an alarm site will be actuated for no longer than ten minutes after being activated.

(c) An alarm user shall not contract to retain an alarm business that does not comply with the requirements of this article or is not licensed by the city or state.

(d) This section applies to all alarm sites, including alarm systems that are self-installed, self-monitored or proprietary.

Section 11-10 – Records

In the interest of public safety, all information submitted through the alarm registration process, records relating to alarm dispatch requests, applications for appeals, and all security camera video recordings and photographs shall be designated confidential, proprietary and safety sensitive and shall be maintained by the police department and not disseminated unless otherwise required by state or federal law.

Section 11-11 – Public Safety Office

(a) If there is a reason to believe that an alarm system is not being used or maintained in a manner that ensures proper operation and suppresses false alarms, the SSC may require a conference with an alarm user, keyholder and/or the alarm business responsible for maintenance, repair or monitoring of the alarm system to review the circumstances of each false alarm. Failure to attend the required conference shall constitute a violation of this article.

(b) Upon receipt of registration form and applicable registration fee, the SSC shall register the applicant unless assessed fines or administrative fees have not been paid; or an alarm site permit has been marked inactive and the violation causing such has not been corrected.

(c) The SSC shall notify the alarm user electronically or in writing of the date and time of the false alarm; the amount of the assessed fine; and the number of false alarms at the site to date.

(d) The SSC may require an alarm user to modify his alarm system or change how dispatches are requested to conform with this ordinance. Failure to make required modifications shall constitute a violation of this article.

Section 2. All remaining sections of Chapter 11, Article I shall be renumbered as needed to accommodate the repeal and replacement provided by this Ordinance.

Section 3. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this Ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 4. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 5. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this _____day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-339-R

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE NORTH ALABAMA DRUG TASK FORCE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding North Alabama Drug Task Force," with the Alabama Law Enforcement Agency State Bureau of Investigation and the other participating state and local agencies to memorialize and certify that investigators from each of these agencies have agreed to work together as the North Alabama Drug Task Force to enforce the controlled substance laws of the State of Alabama; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the renewed MOU for the upcoming fiscal year 2027, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, the Mayor or her designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the upcoming fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of September 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

MEMORANDUM OF UNDERSTANDING
NORTH ALABAMA DRUG TASK FORCE

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_____
President of The City Council of the
City of Huntsville, Alabama
Date:_____

MEMORANDUM OF UNDERSTANDING

NORTH ALABAMA DRUG TASK FORCE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, the "Memorandum") made and executed this _____ day of _____, 2026 by and between the Alabama Law Enforcement Agency (ALEA), Madison County District Attorney, the Madison County Sheriff, the Morgan County Sheriff, the City of Madison, Alabama, the Federal Bureau of Investigation (FBI), United States Immigration and Customs Enforcement - Homeland Security Investigations (ICE, HSI), and the City of Huntsville, Alabama (each of which is sometimes referred to herein individually as an "agency" and collectively as the "agencies").

PURPOSE

This Memorandum memorializes and certifies that the above-mentioned agencies have agreed to continue to work in conjunction with each other to effectively enforce the controlled substance laws of the State of Alabama as expressed in the Alabama Criminal Code Title 13A, Code of Alabama, 1975, and applicable federal criminal statutes, including, but not limited to, those found in Title 21 of the United States Code. These cooperative enforcement efforts shall continue to be accomplished by the utilization of a drug task force rather than relying totally on individual agency enforcement efforts. This task force concept helps insure a well-coordinated, drug enforcement program and increases the flow of drug-related intelligence information between the various law enforcement agencies in the North Alabama area.

PROBLEM STATEMENT

Illegal drug traffic and associated crime continues to be a problem in North Alabama. The location of high-tech industry with high salaries in the area and associated publicity attracts even more of the criminal element, which can be identified as a prime cause for the increase in major crimes.

Drug overdoses, burglaries, and thefts committed to finance drug use also continue to occur. Intelligence information obtained by law enforcement agencies suggests an increase in the number of drug users and traffickers who are operating with increasing volume. The known instances of out-of-state subjects appearing with large amounts of marijuana, cocaine, heroin, and illegal prescription medications have also increased. Furthermore, increased use of illegal narcotics and drug-related overdose deaths present new challenges that are best addressed by coordination among law enforcement.

NEED STATEMENT

Traffickers must not be able to operate with little fear of detection and prosecution. No single agency within North Alabama has the resources necessary to combat the narcotics problem on its own. Working together, the agencies will commit sufficient resources to maintain a sustained drug enforcement program that drug dealers should consider a serious threat.

During the past several years, numerous potential drug investigations have been successful because of the additional manpower, vehicles, and other resources brought together by the agencies. Public sentiment against the illegal production, sale, and illegal use of controlled substances has never been stronger. This public support serves as a solid foundation for needed and desired increases in the drug enforcement efforts in our area.

Section I.
Goals and Directives

The agencies enter this Memorandum to express their intent to continue the North Alabama Drug Task Force for the purpose of combining investigative resources in the enforcement of drug, narcotics and controlled substance laws in the State of Alabama and the investigation of other drug-related criminal activity pursuant to Alabama Criminal Code Title 13A and applicable federal law. The specific goals and directives of the North Alabama Drug Task Force are as follows:

1. Initiate investigations involving all levels of drug dealers with the overall objectives of identifying and apprehending major traffickers.

2. Assist police agencies on specific drug problems within their respective jurisdictions as needed.

3. Share with other agencies on specific drug problems within their respective jurisdictions as needed.

4. Provide training to the participating law-enforcement agencies in the areas of narcotics investigations.

5. Conduct public presentations to service clubs and civic groups at the request of participating agencies.

6. Provide a summary of the quarterly report and an annual report to all participating agencies.

7. Make periodic assessment of the unit's policies and report recommendations for changes to the Executive Board of North Alabama Drug Task Force within 90 days of completion of the assessment.

Section II.
Executive Board

The department head from each participating agency, listed in Section V, shall serve on a governing board which shall be responsible for the overall policies of the North Alabama Drug Task Force. The governing board shall be known as the North Alabama Drug Task Force Executive Board (hereinafter, the "Executive Board" or the "Board"), and shall include:

Police Chief, City of Huntsville
Police Chief, City of Madison
Sheriff, Madison County
Sheriff, Morgan County
Captain, Alabama Law Enforcement Agency
Assistant Special Agent in Charge, FBI Birmingham Field Office
Resident Agent in Charge, ICE, HSI Huntsville

Section III.
Meetings

The North Alabama Drug Task Force Executive Board shall meet on a bi-annual basis for the purpose of reviewing the activities of the North Alabama Drug Task Force. The Board may evaluate and adjust the goals of the unit if drug problems in the North Alabama area suggest such changes.

Section IV.
Voting

Each member of the North Alabama Drug Task Force Executive Board shall have an equal vote. Executive Board members shall attend meetings and vote on North Alabama Drug Task Force business. **Four (4)** Executive Board members shall constitute a quorum. A majority vote (at least **4** votes) shall be required to pass action items brought before the Board by the North Alabama Drug Task Force Commander. Any action items brought before the Board without the recommendation of the North Alabama Drug Task Force Commander shall require a unanimous vote of all voting members. Representative votes shall be limited to emergency situations.

One member of the Executive Board shall be elected chairman. Minutes of the meeting shall be made on all votes and any other action taken.

Section V.
Personnel

Each participating agency will assign personnel to the North Alabama Drug Task Force as follows:

ALEA – four full-time officers
City of Huntsville Police Department – eleven full-time officers
City of Madison Police Department – one full-time officer
Madison County Sheriff's Office -- one full-time officer
FBI Birmingham--one part-time agent
ICE, HSI Huntsville – one part-time agent
Morgan County Sheriff's Office – one full-time officer

Section VI.
Salaries and Duty Assignments

Each participating agency shall be responsible for the full payment of salary for their personnel assigned to the unit and such salary shall be deemed to be full salary, due and payable to such assigned personnel while on duty with the unit. Overtime compensation will be approved by each agency for its participating personnel under its rules and regulations. Any issue raised by an agency concerning the propriety of the hours worked (or to be worked), the tasks or responsibilities assigned to its personnel shall be raised first with the North Alabama Drug Task Force Commander and, if not satisfactorily resolved, with the Executive Board at any regular or special meeting. Each North Alabama Drug Task Force member that is assigned in a full-time task force officer (TFO) capacity to a federal agency shall have all overtime compensation paid for by that federal agency, subject to those funds being allocated by Congress to each said federal agency for the purpose of overtime compensation, and subject to appropriate designation as funding for the High Intensity Drug Trafficking Area (HIDTA) Task Force.

Section VII.
Vehicles

North Alabama Drug Task Force shall be responsible for providing a vehicle for personnel assigned, if available. Discretion as to the source of such vehicles shall be determined by the North Alabama Drug Task Force Commander with approval by the board, which may include agency owned, leased, rented, and/or other vehicles that may be borrowed or paid for by private contribution through civic organizations, etc., consistent with policies adopted by the parent agency. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It should be the responsibility of any federal agency participating in North Alabama Drug Task Force to provide full-time task force officers (TFOs) with assigned vehicles. This responsibility shall include insurance, gas, oil, maintenance, radio installation, and any other expenses associated with each vehicle. It is noted that the NADTF is not an FBI-led task force and that any full-time TFO assigned to an FBI-led taskforce would be provisioned a vehicle as detailed in the Memorandum of Understanding (MOU) between the FBI and the TFO's agency.

Section VIII.
Seizure, Condemnation and Forfeiture Policies and Procedures

The Board, as it may deem appropriate, may adopt policies and/or regulations concerning seizures, forfeitures, and condemnation procedures, including the equitable division of those seizures amongst the participating agencies. Employees of each participating agency shall follow the policies and procedures set forth in the NADTF operations, procedures and guidelines manual during their assignments with NADTF. State and Federal equitable Division policies will be based on agency participation, and the recommendation of the North Alabama Drug Task Force Commander. To be included in the division of a seizure, the law enforcement agency must have at least one actively participating officer in the NADTF, as determined by the NADTF Commander. If an agency listed below is not actively participating, that agency's designated portion shall be added to the North Alabama Drug Task Force Unit's operating fund. The Board shall adopt a State forfeitures/seizures policy at least annually. Equitable division of State and Federal forfeitures/seizures shall follow the below North Alabama Drug Task Force Seizure Split chart:

NORTH ALABAMA DRUG TASK FORCE Seizure Split for State Cases		
Agency	ORI	Percentage Split
North Alabama Drug Task Force Unit	AL # 04701100	25%
Huntsville Police Department	AL #0470100	30%
Madison Co. District Attorney's Office*	AL # 047015A	25%
Madison County Sheriff's Office	AL # 0470000	5%
Morgan County Sheriff's Office	AL # 0520000	5%
Madison Police Department	AL # 0470200	5%
Alabama Law Enforcement Agency	AL # ALEA0000	5%

*The Madison County District Attorney's Office shall not receive any forfeiture/seizure proceeds for cases not prosecuted in Madison County. If the seizure originates outside of Madison County and the case is prosecuted by a district attorney's office other than Madison County, then the prosecuting district attorney's office shall receive the portion designated above for the Madison County District Attorney's Office.

Section IX.
Claims

Each party to this Memorandum shall be solely liable for all claims, demands, damages, attorneys' fees, and other costs arising from or relating to the respective party's performance under this Memorandum, including, but not limited to, all liability, claims, demands, attorneys' fees, and other costs arising from or relating to any defects in the vehicles or other equipment supplied or operated by the respective party pursuant to this Memorandum and/or negligent acts or omissions of an employee of the respective party which occurs in the performance of this Memorandum.

Each participating agency shall be solely liable for any and all worker's compensation benefits for personnel which are employed by them and are injured in the course and scope of their duties while assigned to the North Alabama Drug Task Force.

Section X.
Termination

Any jurisdiction desiring to terminate its participation in this Agreement shall indicate such intent, in writing to the North Alabama Drug Task Force Executive Board. Termination of participation in this Agreement by such jurisdiction shall be deemed to take effect not less than thirty (30) days upon written communication of intent to the Executive Board. Any obligation of an agency to defend any actions, claims or lawsuits arising from its performance under this Memorandum shall survive termination of this Memorandum by any party.

Section XI.
No Contractual Authority Created

No agency participating in North Alabama Drug Task Force can be bound by another agency participating in North Alabama Drug Task Force acting as its agent except as specifically stated in this Memorandum.

Section XII.
Effect of Headings and Table of Contents

The Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section XIII.
Date of Memorandum

The date of this Memorandum is intended as and for a date for the convenient identification of this Memorandum and is not intended to indicate that this Memorandum was executed and delivered on said date.

Section XIV.
Severability Clause

If a court holds any part, term, or provision of this Agreement to be unenforceable, the validity of the remaining portions, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision.

Section XV.
Governing Law

This Memorandum shall be construed in accordance with and governed by the laws of the State of Alabama.

Section XVI.
Counterparts

This Memorandum may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Section XVII.
Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

Section XVIII.
No Implied Waivers

The failure of either party to this Memorandum to insist upon the performance of any of the terms and conditions of this Memorandum, or the waiver of any breach of any of the terms and conditions of this Memorandum, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section XIX.
Amendments and Electronic Signatures

This Memorandum may be amended with the written consent of each of the agencies, which a party hereto.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed, and their respective corporate seals to be hereunto affixed and attested.

CITY OF HUNTSVILLE, ALABAMA

_____
Mayor Tommy Battle

Kirk Giles
Kirk Giles (Aug 10, 2026 12:28:42 CDT)

Police Chief Kirk Giles

MADISON COUNTY DISTRICT ATTORNEY

Robert L. Broussard (Aug 10, 2026 15:55:16 CDT)

Robert L. Broussard, District Attorney

MADISON COUNTY SHERIFF

Kevin H. Turner Aug 11, 2026 3:30:42 PM

Sheriff Kevin Turner

MORGAN COUNTY SHERIFF

Sheriff Ron Puckett
Sheriff Ron Puckett (Aug 24, 2026 14:45:08 CDT)

Sheriff Ron Puckett

CITY OF MADISON

Mayor Ranae Bartlett

Johnny L. Gandy Sept 1, 2026 5:00:20 PM

Police Chief Johnny Gandy

FEDERAL BUREAU OF INVESTIGATION

David R. Fitzgibbons (Aug 14, 2026 10:46:14 CDT)

David R. Fitzgibbons
Special Agent in Charge

ALABAMA LAW ENFORCEMENT AGENCY

Hal Taylor
Hal Taylor (Aug 10, 2026 12:38:08 CDT)

Secretary Hal Taylor

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS

Landon Hoffman
Resident Agent in Charge, HIS Huntsville

Signature: Landon Hoffman
Landon Hoffman (Aug 10, 2026 12:29:36 CDT)
Email: landon.hoffman@hsi.dhs.gov

NADTF MOU 2026 - 2027

Final Audit Report 2026-09-01

Created:	2026-08-10
By:	Joseph Kennington (joseph.kennington@huntsvilleal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Ge_aPWMZj3yf8Y8DQKfLIMp5xhF-35H

"NADTF MOU 2026 - 2027" History

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2026-08-10 - 5:11:02 PM GMT

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2026-08-10 - 5:11:03 PM GMT

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2026-08-10 - 5:11:03 PM GMT

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2026-08-10 - 5:11:03 PM GMT

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2026-08-10 - 5:26:34 PM GMT

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2026-08-10 - 5:38:06 PM GMT

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2026-08-10 - 8:55:14 PM GMT

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2026-08-11 - 3:30:40 PM GMT

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2026-08-14 - 3:46:12 PM GMT

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2026-08-24 - 7:40:24 PM GMT

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2026-08-24 - 7:45:06 PM GMT

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Signature Date: 2026-08-24 - 7:45:08 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

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2026-08-31 - 9:51:32 PM GMT

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2026-09-01 - 5:00:20 PM GMT

Document e-signed by Johnny Gandy (johnny.gandy@madisonal.gov)
Signature Date: 2026-09-01 - 8:16:07 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-09-01 - 8:16:07 PM GMT

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RESOLUTION NO. 2026-354-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PETHEALTH SERVICES TO UTILIZE PETPOINT AND THE SERVICES OF PETPLACE FOR ANIMAL SHELTER DATA MANAGEMENT

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, an application and support agreement with Pethealth Services to provide the Madison Police Department's animal control shelter with access to PetPoint data management software and related support services, said Agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as the "PetPoint Service Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Pethealth Services, 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 28th day of September 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 September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PETPOINT APPLICATION SERVICE PROVIDER AGREEMENT

This Application Service Provider Agreement (this "Agreement") is made and entered into as of , (the "Effective Date") by and between:

Pethealth Services (USA) LLC,
on behalf of itself and its Affiliates
223 West Erie Street, Suite 6W,
Chicago, IL 60654
("**PetPlace**")

-and-

City of Madison Animal Care and Control
100 Hughes Rd
Madison, Alabama 35758

(the "**Client**")

PetPlace and Client may hereinafter also each be referred to as a "Party" or collectively, the "Parties".

BACKGROUND

(a) PetPlace owns a cloud-based shelter data management software system ("PetPoint") designed to assist animal welfare organizations in efficiently managing shelter operations effectively;

(b) Client provides services in the animal welfare industry; and

Client desires to utilize PetPoint and the services of PetPlace, and PetPlace desires to provide the Client with access to PetPoint on an application service provider basis, as well as the services as set forth herein. In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, both Parties agree as follows:

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meanings as defined below:

Additional Services:	Means any services provided by PetPlace to the Client for an additional fee as further set out in Section 14.
Adoption:	Means the process of transferring the responsibility for a pet that was previously under the care of the Client to a new pet parent. This definition excludes the transfer of pets to another shelter, rescue, organization or facility, regardless of the characterization of such transfer.
Affiliate:	Means a business entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the applicable Party.
Application:	Means the general production version of the PetPoint Shelter Data Management Software, including all updates, improvements and enhancements.
ASP:	Means an application service provider which under this Agreement, is a company that offers and delivers an application software and related services over the internet or network. Reference to ASP within this Agreement shall be PetPlace.
ASP Service(s):	Means any service(s) in relation to the Application provided by PetPlace to the Client pursuant to this Agreement.
Client:	Has the meaning specified in the introductory language above.
Client Produced Data:	Means the data entered into the Application by the Client.
Communications:	Has the meaning set forth in Section 12.1.
Confidential Information:	Means the information one Party (the "disclosing Party") may disclose or make available to the other Party (the "receiving Party") in connection with this Agreement which is considered by the disclosing Party to be confidential or proprietary information about itself or its business, products or services. This includes, but is not limited to: (a) the terms of this Agreement, unless prohibited by law; and (b) any other information, communication or data, in any form, including, but not limited to, oral, written, graphic or electronic forms, which the disclosing Party identifies as confidential or which is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure or use, including, without limitation, business information, financial data and marketing data.

Notwithstanding the foregoing, Confidential Information does not include information that is: (a) generally known in the public (other than through unauthorized disclosure); (b) rightfully in the receiving Party's possession prior to disclosure as evidenced by competent written proof; (c) independently developed by the receiving Party without reliance on or reference to the disclosing Party's Confidential Information; or (d) rightfully received by the receiving Party from a third party without a duty of confidentiality, provided that (i) the receiving Party has no knowledge that such information is subject to a confidentiality agreement and (ii) such information is not of a type or character that a reasonable person would have regarded it as confidential.

Consenting Parties: Has the meaning given in Section 12.1.

Fee: Means any payments owed by the Client to PetPlace in connection with this Agreement including, but not limited to, the Application onboarding fee and Additional Services fee(s), as further set out in Schedule A.

Force Majeure Event: Means a cause, incident or event that prevents PetPlace from being able to provide services in connection with Agreement as a result of causes beyond its reasonable control including without limitation, acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, pandemics, epidemics, injunctions, insurance regulatory and compliance acts, labor strikes or internet service provider failure or delay.

Go-Live Means the date the Client begins use of the Application.

Mobile Checkout: Means a convenient solution during the Adoption process by allowing the following functions:

- Capturing electronic signature(s) for contracts and other documents;
- Mobile credit card payments for Adoption and shelter fees collected by the Client (optional);
- Providing instant pet insurance quotes for adopters, from one or more of PetPlace's affiliates that offer pet insurance (each a "Pet Insurance Affiliate"), with the capability for the adopter to purchase the quoted pet insurance;
- Providing consumers the option to purchase or learn more about other pet-related products offered by PetPlace or third parties with which PetPlace has a business relationship, as determined by PetPlace.

Mobile Checkout Links sent: The Client has taken the appropriate steps to send an animals adoption link to a pet parent to process the adoption in full.

Party, Parties: Has the meaning specified in the introductory language above.

Personnel: Means the Affiliates of each Party, and the directors, officers, employees, agents, representatives, advisors and volunteers, as applicable.

PetPlace: Has the meaning specified in the introductory language above.

PetPlace Adopt: Means a webpage within PetPlace's website, PetPlace.com, or such other successor website, as the case may be, which allows consumers to view and search for pets available to adopt. Available adoptable pets are automatically synced to such website from the Application.

Proprietary Information: Means any and all information relating to the Application and the ASP Services, including the databases, computer programs, screen formats, report formats, interactive design techniques, formulae, processes, systems, software, extended format reports and other information forming part of, relating to or made available as part of the Application and the ASP Services that is proprietary to PetPlace and/or its licensors and all related copyrights, trademarks, service marks, trade secrets, patents or other intellectual property and ownership rights of PetPlace or its subsidiaries and Affiliates and its relevant licensors.

2. CLIENT'S USE OF THE APPLICATION

2.1. **Right to Access and Use.** Subject to the terms and conditions of this Agreement, PetPlace grants the Client the right to use the Application on a remote basis through the ASP for the purpose of managing the Client Produced Data and for related purposes relating to the management of customer data in the animal welfare industry. The Client is authorized to use all functionality and all configurations of the Application (including all updates) that are made available through the ASP.

2.2. **Terms of Use.** The Client will not (a) make the Application or any ASP Service available to, or use the Application or any ASP Service for the benefit of, anyone other than the Client, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Application or any ASP Service, or include the Application or any ASP Service in an ASP Service bureau or outsourcing offering, (c) use the Application, an ASP Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use the Application or an ASP Service to store or transmit malicious code, (e) interfere with or

disrupt the integrity or performance of the Application or any ASP Service, (f) attempt to gain unauthorized access to the Application or any ASP Service, (g) permit direct or indirect access to or use of the Application or any ASP Service in a way that circumvents a contractual usage limit, or use the Application or any of ASP Service to access or use any of PetPlace's intellectual property except as permitted under this Agreement, (h) copy or reproduce the Application or any ASP Service or any part, feature, function or user interface thereof, (i) copy content except as permitted herein, (j) frame or mirror any part of the Application or any ASP Service, other than framing on the Client's own intranets or otherwise for the Client's own internal business purposes, (k) build a product or service (i) that is materially similar to or competes with the Application or Any ASP Service, or (ii) to benchmark with a third party product or ASP service, or (l) reverse engineer the Application or any ASP Service (to the extent such restriction is permitted by law). Any use of the Application or any ASP Services in breach of this Agreement by the Client, may result in PetPlace's immediate suspension of Client's use of the Application and/or any of the ASP Services, however, PetPlace will use commercially reasonable efforts under the circumstances to provide the Client with notice and an opportunity to remedy such violation or threat prior to such suspension.

2.3. **No Retained Rights.** The Client understands and agrees that their right to use the Application and the ASP Services, as applicable, is provided on a limited, non-exclusive, non-transferable and revocable basis. In no event will the Client obtain or retain any other right of access or use or retain any right, title or interest, whether in the form of intellectual property or any other ownership rights or interests, in or to the Application (or any modifications, improvements, enhancements, upgrades or any derivative works based upon the Application), or any ASP Services.

2.4. **PetPlace Service Levels and Support.** PetPlace will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which PetPlace shall give advance electronic notice) and (b) any unavailability caused by a Force Majeure Event. Upon request, PetPlace will provide to the Client a complete duplicate of the Client's Data in SQL format, but no more frequently than monthly.

3. THIRD PARTY PROVIDERS

3.1. **Third Party Services.** PetPlace or third parties may make available third party products or services, including, for example, third party applications and implementation and other consulting services. Any acquisition by the Client of such products or services, and any exchange of data between the Client and any third party provider, product or service is solely between the Client and the applicable third party provider and subject to any applicable terms and conditions established by such third party provider. PetPlace does not provide any warranty or support for any such third party products or services, whether or not they are designated by PetPlace as "certified" or otherwise, unless expressly provided otherwise in an addendum hereto.

3.2. **Data.** If the Client chooses to use a third party application with an ASP Service, PetPlace must agree in writing to such third party application use (if not made available directly by PetPlace), and if so agreed, the Client grants PetPlace permission to allow the third party application and its provider to access the Client Produced Data as required for the interoperation of that third party application with the ASP Service. PetPlace is not responsible for any unauthorized use, disclosure, modification or deletion of the Client Produced Data resulting from access by such third party application or its provider.

3.3. **Integration.** The ASP Services may contain features designed to interoperate with third party applications. To use such features, the Client may be required to obtain access to such third party applications from its providers, and may be required to grant PetPlace access to the Client's account(s) on such third party applications. PetPlace cannot guarantee the continued availability of such service features, and may cease providing them without entitling the Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding service features in a manner acceptable to PetPlace.

4. FEES AND PAYMENT

4.1. **Currency.** Any references to monetary values made within this Agreement shall be denominated in the currency in use by the country where the Client is domiciled.

4.2. **Fees.** The Client shall pay PetPlace for all fees specified in Schedule A hereto. Additional Services can be purchased outside of the base application therefore those products will be the Clients responsibility

Starting from the Effective Date, PetPlace may increase the annual fees under this agreement by up to 5% annually.

4.3. **Invoicing and Payment.** The Client will provide PetPlace with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to PetPlace. If the Client provides credit card information to PetPlace, the Client authorizes PetPlace to charge such credit card for all Fees set forth in Schedule A. Such charges shall be made in advance, either annually or in accordance with the billing frequency as described within Schedule A and which the Client elects as a billing schedule option in Schedule B attached hereto. If the Client specifies that payment will be made by a method other than a credit card, PetPlace will invoice the Client in advance. Invoiced charges are due thirty (30) days from the invoice date. The Client is responsible for providing complete and accurate billing and contact information to PetPlace and notifying PetPlace of any changes to such information.

4.4. **Overdue Charges.** If any invoiced amount is not received by PetPlace by the due date, then without limiting PetPlace's other rights or remedies, those charges may accrue late interest at the rate of 1.5% per month, compounded monthly, being 19.56% per annum. Should any applicable law conflict with the terms outline in this section, the applicable law will take precedence.

4.5. **Suspension of Service and Acceleration.** If any amount owing by the Client under this or any other agreement for PetPlace services is thirty (30) or more days overdue (or ten (10) or more days overdue in the case of amounts the Client has authorized PetPlace to charge to its credit card), PetPlace may, without limiting PetPlace's other rights and remedies, accelerate the Client's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend PetPlace's services to the Client until such amounts are paid in full. Other than for customers paying by credit card whose payment has been declined, PetPlace will give the Client at least ten (10) days' prior notice that the Client's account is overdue before suspending services to the Client.

4.6. **Taxes.** The Client shall be responsible for any and all sales, use, excise, value added, services, consumption or other similar tax (collectively, "Taxes") that is imposed by any governmental authority in connection with the purchase of the license of the Application or the ASP Services. If the Client is tax exempt, it is the Client's responsibility to furnish PetPlace with a valid tax exemption certificate prior to the usage of the Application and ASP Services, in a timely manner and shall notify PetPlace promptly in the event of any change to its tax exempt status. PetPlace bears no liability for the determination, calculation or reporting of any such Taxes that may be due by the Client, even if such Taxes are remitted to the governmental authority by PetPlace.

5. PROPRIETARY RIGHTS

5.1. **Application and Proprietary Information.** The Client acknowledges that the Application and all Proprietary Information of PetPlace are and will at all times remain the sole and exclusive property of PetPlace or its licensors.

5.2. **Client Produced Data.** The Client shall retain sole ownership of all the Client Produced Data. Upon the Client obtaining the consent from Consenting Parties; PetPlace shall have sole and exclusive right to access and use the Client Produced Data for the purpose of promoting, marketing, and soliciting enrollment in PetPlace products and services, including but not limited to, microchip, on-line adoptable pet promotions services, additionally, PetPlace's affiliates may offer promotions regarding pet insurance services and products. The Client acknowledges that PetPlace may use the Client Produced Data for the purpose of data aggregation to form summary statistics used in industry reports and other industry related data reporting initiatives. Aggregate data obtained from the Client's operations used to form summary statistics will be combined with aggregate data obtained from other Application users and shall contain no information specifically identifying the Client, their operations or the Consenting Parties. The Client agrees that such use by PetPlace shall not constitute a breach of the confidentiality provisions of this Agreement.

6. CONFIDENTIALITY

6.1. **Permitted Use.** Each Party will use Confidential Information received from the other Party solely for the purpose of rendering services pursuant to this Agreement or otherwise performing its obligations hereunder and will ensure that it does not disclose to any third party such Confidential Information without the prior written consent of such other Party. Notwithstanding the foregoing, a Party may disclose such Confidential Information: (a) to its employees and agents, on a need-to-know basis, who are bound by obligations of non-disclosure and limited use at least as stringent as those contained within this Agreement; and (b) to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body, upon reasonable notice to the other Party.

6.2. **General.** Each Party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees, agents and subcontractors, as applicable. All Confidential Information will remain the sole property of the disclosing Party and no proprietary rights shall be granted to the receiving Party by this Agreement or by disclosure of Confidential Information under this Agreement. Upon request by the disclosing Party, all Confidential Information must be promptly returned or destroyed. Notwithstanding the foregoing, PetPlace shall be permitted to retain Confidential Information that is backed up on information management and communications systems or servers and which shall only be accessed in connection with, PetPlace's respective ordinary and bona fide document retention policies. The confidentiality obligations with respect to any information that is not considered to be a "trade secret" under applicable law will expire three (3) years after the termination or expiration of this Agreement.

7. PUBLICITY

7.1. **Non-Advertisement.** Both Parties agree that they may not, without the written consent of the other Party:

a) Advertise or otherwise make known to others any information regarding this Agreement, including, but not limited to, any fee or commission arrangements;

b) Use any endorsement, quote or picture implying endorsement of the other Party or its Personnel in any advertising, sales promotion, press release or other public document; or

c) Use or display the name or mark(s) of the other Party.

8. WARRANTIES AND DISCLAIMERS

8.1. The Application is provided on an "as is, where is" basis, without any representation or warranty or condition of any kind under applicable law. PetPlace disclaims all conditions, terms, representations and warranties which have been express or implied, written or oral, statutory or otherwise, including, but not limited to, warranties of merchantability, quality, fitness, title or non-infringement.

9. MUTUAL INDEMNIFICATION

9.1. **Indemnification by PetPlace.** PetPlace shall indemnify and hold the Client and/or its Personnel, as applicable, harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by the Client or its Personnel as a result of any claim or cause of action by a third party arising out of or relating to any alleged infringement of copyright or any other property right arising out of the use of the Application and the ASP Services.

9.2. **Indemnification by the Client.** Subject to any applicable prohibiting or limiting law or regulation, the Client shall indemnify and hold PetPlace and/or its Personnel, as applicable harmless from and against any loss, damage, claim, cost, expense or other liability suffered or incurred by PetPlace or its Personnel as a result of any claim or cause of action by a third party arising out of or relating to: (a) the Client's use of the Application and the ASP Services, or (b) ownership or rights in any data received by PetPlace from the Client or any information derived therefrom.

10. LIMITATION OF LIABILITY

10.1. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT THE CLIENT'S AND THEIR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

10.3 THE FOREGOING EXCLUSIONS IN THIS SECTION 10 WILL NOT APPLY TO BREACHES OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, DATA PRIVACY AND SECURITY OBLIGATIONS OR TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1. **Term of Agreement.** This Agreement shall be effective for an initial term of one (1) year from the Effective Date (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an additional term of one (1) year (each a "Renewal Term").

11.2. **Termination for Cause.** Either Party may terminate this Agreement for cause:

a) Upon fifteen (15) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or

b) Upon ten (10) days written notice if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3. **Termination for Convenience.** Either Party may terminate this Agreement without cause by providing ninety (90) days written notice to the other Party following the Initial Term.

11.4. **Refund or Payment upon Termination.** If this Agreement is terminated by the Client in accordance with Section 11.2, PetPlace will refund the Client any prepaid Fees covering the remainder of the then current Initial Term or Renewal Term, as applicable, after the effective date of termination. If this Agreement is terminated by PetPlace in accordance with Section 11.2 the Client will pay any unpaid fees covering the remainder of the then current Initial Term or Renewal Term, as applicable. In no event will termination under Sections 11.2 or 11.3 relieve the Client of its obligation to pay any fees payable to PetPlace for the period prior to the effective date of termination.

11.5. **Data Portability.** After the termination of this Agreement, PetPlace will immediately shut off the Client's access to the Application. Upon request, PetPlace will provide the Client with a complete duplicate of the Client's Data.

12. CONSENT TO CONTACT

12.1. The Client shall solicit the consent of all individuals whose information is entered into the Application, including but not limited to adopters, return to owners, fosters, where a microchip has been implanted (collectively, the "Consenting Parties") to receive communications from PetPlace or its subsidiaries (the "Communications").

In such instances, the Client agrees that:

a) The Client shall solicit each Consenting Party's express consent to receive the Communications.
b) In soliciting the consent described above, the Client shall ensure that:
    i. the form of consent is as provided or otherwise approved by PetPlace; and
    ii. the form of consent requires each Consenting Party to "opt-in" to (rather than "opt-out" of) providing its consent; and
    iii. each Consenting Party has an opportunity to decline or revoke its consent.

c) The Client will record each Consenting Party's consent (or lack thereof) in the Application in the appropriate consent fields.
d) The Client shall maintain any written or recorded evidence of each Consenting Party's consent (or lack thereof) and deliver such evidence to PetPlace immediately upon request.
e) At all times, the Parties shall treat all records and evidence of each Consenting Party's consent (or lack thereof) as Confidential Information, except where required to be provided to illustrate proof of such consent (or lack thereof).
f) At all times, the Client shall ensure that proper training is provided to all applicable Personnel in soliciting consent and in maintaining the records and evidence of each Consenting Party's consent (or lack thereof) as described.
g) The Client shall adopt any other practices as requested by PetPlace to comply with applicable law (including, but not limited to, any applicable anti-spam and telemarketing legislation) in respect of the activities described herein.
h) The Client shall notify PetPlace upon receiving any requests by an individual to a) opt-out of Communications, b) have their information deleted within the Application, which would also include any information stored within archived files, c) any additional privacy related requests received by an individual whereby action is required by the Client and/or PetPlace in order to comply with applicable privacy laws, as further described in Schedule C attached hereto.

13. GENERAL

13.1. **Relationship.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

13.2. **Amendments.** This Agreement may not be modified or amended except by a written agreement executed by the Parties. The terms and conditions outlined in the Schedules are subject to change and PetPlace will make commercially reasonable efforts to provide the Client with thirty (30) days' prior written notice of any intended changes. The Client's continued use of the Application after thirty (30) days shall serve as Client's acceptance of the revised terms and conditions.

13.3. **Assignment.** This Agreement may not be assigned by the Client without the prior written consent of PetPlace and any attempted assignments by the Client without PetPlace's prior written consent will be null and void. This Agreement will be binding on and inure to the benefit of both Parties, including their respective successors and permitted assigns.

13.4 **Promotions.** PetPlace may run and offer special promotions from time to time at its discretion. These promotions may involve discounts or financial incentives. Participation in such promotions is voluntary.

13.5. **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware and the applicable laws of the United States of America without regard to the conflicts of law principles.

13.6. **Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms.

13.7. **Entire Agreement.** The entire relationship between PetPlace and the Client regarding the subject matter herein is governed by this Agreement, including all Schedules thereto and, if applicable, any amending agreement (including any additional Schedules that may form part of it) and replaces, supersedes and terminates all prior oral or written agreements, arrangements or understandings between the Parties as of the Effective Date.

13.8. **Force Majeure.** PetPlace shall not be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by a Force Majeure Event.

13.9. **Survival.** The obligations imposed by Sections 5, 6, 8, 9, 10, 11.4, 11.5 and 13 will remain in force after the termination of this Agreement.

14. ADDITIONAL SERVICES:

14.1 **Support**. The Application comes standard with online support. Support is available Monday to Friday between 9am to 6pm Eastern Standard Time, except for PetPlace observed holidays and downtime. Additional support, which may include phone and chat may be purchased for an additional annual rate outlined in Schedule A.

14.2 **Onboarding**. A one-time fee may be applicable to help the Client integrate onto the Application as effectively as possible. The modules and costs for onboarding are outlined in Schedule A.

14.3 **Pet Licensing Fee**. Pet licenses may be issued using Online Licensing using Advanced Licensing within Constituent Services within the Application. Should the Client issue any pet licenses the Client acknowledges and accepts that the license fee set forth on Schedule A shall apply. The Client will be invoiced for any licenses issued during the contract year at the beginning of the following contract year (or immediately upon termination of this Agreement), and Client shall pay such invoice in accordance with Section 4.

License Fee:	$0.75 per license

14.4 **Adoptable Pet Promotion**. The Client shall post pets available for adoption on their website(s) using the Adoptable Search API within the Application, which is directly linked to PetPlace Adopt. The Client acknowledges and agrees that the format used to display the animal data through the Adoptable Search API cannot be altered by the Client. PetPlace may alter or change the API and any related websites without prior notification. Furthermore, the Client acknowledges and agrees that the format used to display animal data is owned by PetPlace and as such may contain messaging by PetPlace, its Affiliates and/or third-parties authorized by PetPlace.

14.5 **Work Orders/Statements of Work**. Any Additional Services shall be incorporated into this Agreement through a separate work order and/or statement of work, which will detail the services to be provided and the associated fees.

By signing this Agreement, both Parties are entering into the Agreement as of the Effective Date and agree to the terms and conditions set forth herein.

PETPLACE:
Pethealth Services (USA) LLC

Address:
223 West Erie Street, Suite 6W
Chicago, IL 60654

Telephone:
1-866-600-4815

Email:
software@petplace.com

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

1-866-630-7387 ext.

Signer's Email:

Date:

CLIENT:

City of Madison Animal Care and Control

Billing Address:

100 Hughes Rd

Madison, Alabama 35758

Telephone:

256-692-8364

Billing Email:
jennifer.schwartz@madisonal.gov;
jon.stout@madisonal.gov

Name of Signer:

Signer's Title:

Signature:

Signer's Telephone:

Signer's Email:

Date:

Schedule A – Fees and Pricing

Pricing Overview:

The following Fees outline the costs associated with using PetPoint. All Fees exclude applicable taxes and any additional services/modules.

	Fees							
Services	**With Mobile Checkout (per unit)**	**Without Mobile Checkout (per unit)**	**Licensing (per unit) only applies if Advanced Licensing in Constituent Services is purchased**	**Constituent Services: Advanced Licensing****	**Constituent Services: Contract Management/ Agency****	**Enhanced User Support****	**Builders****	**Onboarding**
Adoption	$5.00	$14.00	-			-		
Microchips (provided based on adoptions processed)	$0	$0	-			-		
Optional Additional Services	-	-	$0.75	$1,500/year	$1,500/year	$2,000/year	$2,000/yr	Varies based on modules selected

***Onboarding:**

The cost of onboarding has been pre-determined based on the modules that the Client requires. Onboarding modules and associated cost(s) are detailed in Schedule B hereto.

****Enhanced User Support/Constituent Services and Builders:**

The Fee for items listed is an annual fee.

Standard Pricing Model:

The Standard Pricing structure applies to the processing of adoptions, with or without the use of mobile checkout functionality. This pricing structure will become effective for the Client once the conditions set forth in the Flat-Rate Pricing Model have been satisfied.

Billing & Microchip Policy:

- Microchips are provided at no cost based on the Adoption of a microchipped animal. The microchips provided must not be resold or transferred under any circumstances, except when already implanted in an animal as they are registered to the Client for purposes related to lost pet recovery.
    - For the purposes of microchips, the total number of adoptions processed within a selected billing period shall be rounded to the nearest increment of 25.
        - If the number of adoptions is less than halfway to the next increment (i.e. ends in 1-12) it shall be rounded down.
        - If the number of adoptions is halfway or more to the next increment (i.e. ends in 13-24) it shall be rounded up.

      In the event the actual number of microchips processed, in a given period, results in a shortfall or overage due to rounding, the difference shall be carried forward and applied to the subsequent period.
        - A shortfall (actual adoptions below the rounded figure) will be added to the next period's total prior to rounding.
        - An overage (actual adoptions above the rounded figure) will be subtracted to the next period's total prior to rounding.
- Misrepresentation of Adoption details or failure to provide adopter contact information may result in:
    - Immediate billing of $14.00 per Adoption using Mobile Checkout (as opposed to $5.00) during the term of the Agreement. Microchips which have already been provided free of charge during the previous billing cycle may be subject to retroactive adjustment to reflect the updated cost structure.
    - Termination of access to the Application
- Additionally, if it is determined that the Client has been delinquent in paying the Application fees, PetPlace may invoice the Client $6.00 for any microchip previously billed at $0.00 in the past 12 months.

Billing Schedule Options:

Monthly. Invoices are issued monthly, covering all Adoptions from the previous month. Charges will reflect the split between Adoptions processed by Mobile Checkout and Adoptions processed outside of Mobile Checkout. The microchips which are billed at $0.00 will be shipped every 30 days.

Quarterly. Invoices are issued quarterly. Charges will reflect the split between Adoptions processed by Mobile Checkout and Adoptions processed outside of Mobile Checkout from the previous three months. The microchips which are billed at $0.00 will be shipped every 90 days.

Annual. Invoices are issued annually as follows:

- Initial invoice: The Client will be required to provide an adoption report detailing the total number of Adoptions processed for the previous 12-months prior to utilizing the Application.

- **All invoices going forward**: The Client will be invoiced at the beginning of the billing year for the estimated number of Adoptions to be processed for the year. For example, should the Client estimate 80% of adoptions will be processed through mobile checkout then the invoice will be issued for 80% at the mobile checkout rate and 20% at the rate outside of mobile checkout.

- At any point throughout the billing year if there is a variance of 50% or more on the a) proportion of adoptions not processed through mobile checkout and/or, b) the total number of adoptions, compared to the original estimate against the adoption bell curve, a mid-year reconciliation will be initiated. If the reconciliation indicates an increase in either total adoptions or the proportion not processed through mobile checkout, the Client will be invoiced for the difference between the original estimated figures and the newly projected figures.

- At the end of the billing year, a final reconciliation will be conducted. PetPlace will pull the adoption data directly from the Application to determine the actual number of Adoptions processed for that billing year. The reconciliation will compare the estimated number of Adoptions vs. the actual number of Adoptions and show how many were processed through Mobile Checkout, and how many Adoptions were processed outside of Mobile Checkout.

- Should the review reveal an overpayment, PetPlace will apply the difference as a credit to the Client's account. Conversely, if the review indicates an underpayment by the Client, PetPlace will issue an additional invoice reflecting the outstanding balance, accounting for the difference in Adoptions and whether they were processed by Mobile Checkout or not.

- Microchips, which are billed at $0.00, will be shipped on a recurring basis every 30 days.

Flat-Rate Non-Adoption Pricing Model:

Until the Client transitions to the Standard Pricing Model, the Client shall pay a flat rate of $1,750 annually for the PetPoint Software, plus any additional services that are selected in Schedule B. The flat rate includes Basic Support of the Software. No minimum purchase of microchips is required under this pricing model.

The Flat-Rate Non-Adoption Pricing will remain in effect until:

1. The Client provides written notice to PetPlace indicating that it is ready to fully transition to the Standard Pricing Model, **OR**
2. PetPlace provides written notice to the Client that the number of adoptions processed has materially increased, thereby warranting the transition to the Standard Pricing Model.

Upon satisfaction of the either of these conditions, the Standard Pricing Model will automatically replace the Flat-Rate Non-Adoption Model Pricing without the need for an amendment or addendum to this agreement.

Schedule B – Application, Services and Billing Configuration Schedule

Client services billing preferences:

Application & Services Configuration:

[X] **Onboarding.** The cost of onboarding has been pre-determined based on the modules the Client requires. Below indicates the agreed upon modules for onboarding and the cost of the one-time fee required to complete onboarding.

[ ] Foster	[X] Medical	[X] Lost & Found
[ ] Behavior	[ ] Scheduling	[X] Licensing
[ ] Care Activity	[X] Case	[ ] Custom Training

Total Cost for Onboarding: $**1,250**

[ ] **Enhanced Support**

[ ] **Builders:** Customized Reports, Documents and Kennel cards

Constituent Services: [X] Advanced Licensing [ ] Contract Management/ Agency Invoicing

Billing Frequency (as described in Schedule A):

[ ] ***Monthly***

[ ] ***Quarterly***

[X] ***Annual***

Schedule C - Service Provider Addendum

This Service Provider Addendum ("Addendum") is entered into by and between City of Madison Animal Care and Control ("Client") and Pethealth Services (USA) LLC on behalf of itself and its Affiliates ("PetPlace" or "Service Provider") and is incorporated into and governed by the PetPoint Application Service Provider Agreement between the Parties (the "Agreement") to the extent the Service Provider processes Personal Data on behalf of the Client pursuant to Applicable Privacy Laws. Capitalized terms used in this Addendum shall have the meaning assigned to them in the Agreement unless otherwise defined herein.

1. **Definitions**

- **"Personal Data"** means any information that relates to, identifies, describes, or can reasonably be associated with a consumer, or individual, as defined by Applicable Privacy Laws.
- **"Applicable Privacy Laws"** means all data protection and privacy laws, rules, and regulations of U.S. states that apply to the Client, and its adopters and customers as applicable, including but not limited to laws regulating consumer privacy rights, data protection obligations, and business responsibilities with respect to Personal Data.
- **"Process"**, "**Processing**", or "**Processed**" means any operation or set of operations performed on Personal Data, whether by automated or manual means, including collection, use, storage, disclosure, transfer, and deletion.

2. **Scope of Processing**

Service Provider shall process Personal Data only:

- on behalf of the Client and solely for the purpose of providing services under the Agreement;
- in compliance with the Client's documented instructions;
- in accordance with Applicable Privacy Laws.

Service Provider shall not:

- sell Personal Data or otherwise share Personal Data outside of what has been described within the scope of the Agreement;
- retain, use, or disclose Personal Data outside the scope of the Agreement;
- combine Personal Data received from the Client with Personal Data from other sources, unless authorized by the Client.

3. **Obligations of Service Provider**

Service Provider agrees to:

- implement appropriate technical and organizational measures to safeguard Personal Data;
- ensure Service Provider's Personnel are subject to confidentiality obligations;
- notify the Client of any unauthorized access to or disclosure of Personal Data.

4. **Obligations of Client**

Client agrees to:

- collect any required consents necessary from individuals under Applicable Privacy Laws for the purpose of PetPlace or its subsidiaries to send out Communications as further described in Section 12 of the Agreement;
- Promptly notify the Service Provider of any unauthorized access to or disclosure of Personal Data

5. **Additional Processors**

In the event the Service Provider wishes to engage any other person or entity to assist in processing or storing any Personal Data provided by the Client, the Service Provider shall notify the Client of that engagement, and the engagement shall be subject to a written contract binding such other person or entity to observe all of the requirements set forth in this Addendum.

6. **Data Subject Rights**

To the extent required by Applicable Privacy Laws, Client shall:

- Promptly provide a copy of any consumer rights requests they receive, under Applicable Privacy Laws, to the Service Provider to ensure that the Service Provider can delete and/or anonymize any Personal Data relating to such request from all Application backend/archived data stored.

To the extent required by Applicable Privacy Laws, Service Provider shall:

- provide reasonable cooperation to the Client in responding to verified consumer rights requests, except where and to the extent any retention of data is permitted, or an exemption exists under Applicable Privacy Laws;
- promptly notify the Client if it receives a direct request from a consumer related to Personal Data processed under the Agreement.

7. **Term and Termination**

This Addendum shall remain in effect for the duration of the Agreement. Upon termination, and at the Client's request, Service Provider shall promptly delete or anonymize all Personal Data to which it has access in connection with Agreement, except for any Personal Data that is backed up on information management and communications systems or servers and which shall only be accessed in connection with their respective ordinary and bona fide document retention policies and unless retention is required by law.

Pethealth Services (USA) LLC, 223 West Erie Street Suite 6W, Chicago, IL 60654, USA
Pethealth Services Inc., 710 Dorval Drive Suite 400, Oakville, ON L6K3V7, CANADA

Quote Number	00003317	Prepared By	Kristen McCann
Date Quote Sent	9/1/2026	Email	kristen.mccann@pethealthinc.com
Expiration Date	10/1/2026	Title	Client Services Director, Software Specialist

Customer Information

Contact Name	Jonathan Stout	Organization Name	City of Madison Animal Care and Control
		Bill To	100 HUGHES RD Madison, Alabama 35758-1110 United States

Notes

Additional per license fee for licenses purchased by citizens through the Online Licensing portal: $0.75/transaction.
Transaction fees billed annually; Q1 of following calendar year.

No per license fee for licenses input into PetPoint database directly by City of Madison users

Product	Line Item Description	Billing Schedule	Sales Price	Quantity	Total Price
PetPoint Flat-Rate Fee		Annually	$1,750.00	1.00	$1,750.00
PetPoint Constituent Services - Annual Fee	Advanced Licensing Only	Annually	$1,500.00	1.00	$1,500.00
PetPoint Onboarding Fee		One Time Fee	$1,250.00	1.00	$1,250.00

Quote Total Price

Subtotal	$4,500.00	Discount	0.00%
		Total Price	$4,500.00

Quote Terms and Expiration

This quote is valid 30 days from the day it was sent. This quote is issued to the organization named in this quote and is non-transferable and cannot be assigned to any third party. By accepting this quote you accept the pricing and any additional terms and conditions listed in the notes and/or service agreement as binding and non-negotiable.

Taxes may be applied based on state, territory, or status.

Lost and Found Reunification Look Up Disclosure Document

Pethealth Services will be providing you access to a new reunification/microchip look up feature through your existing PetPoint account.

Based on your organization profile you will be given either partial or full access to microchip information. This will be decided solely by Pethealth Services.

This feature will feature will provide your organization lost and found information that would normally be provided through the 24PetWatch microchip registry. By gaining access to this information, you agree that your organization will only use this information for the purpose of lost and found reunification and related law enforcement activities and no other activities including but not limited to ownership change tracking.

Use of the information for any other purpose than what is described in this document is strictly prohibited and may result in legal action. Access to the lost and found reunification microchip tool may also be removed at any time and for any reason.

By signing below, you have read this Disclosure and Agreement in its entirety, understand the contents herein and agree that Pethealth Services (USA) LLC.

By proceeding with below you also certify that you have the ability to sign this agreement on behalf of your organization.

[Signature:] _____

[Name:] _____

[Title:] _____

[Email:] _____

[Phone number:] _____

[Organization:] City of Madison Animal Care and Control

[PetPoint Organization Client ID:] CUN012256938

[Date:] _____

RESOLUTION NO. 2026-355-R
A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN STATION AUTOMATION INC (DBA PSTRAX) AND MADISON POLICE DEPARTMENT TO UTILIZE PSTRAX'S HOSTED SOFTWARE AS A SERVICE MODULE

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, an agreement with Station Automation Inc. (dba PSTrax), to provide a software license, setup and implementation, hosting and unlimited support for the inventory management system to be utilized by the Madison Police Department, said Agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as the "Master Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Station Automation Inc. (dba PSTrax), 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 28th day of September 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 September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

MASTER AGREEMENT

This Master Agreement ("Agreement") is entered into between **Station Automation Inc. (dba PSTrax)**, a Delaware corporation with its principal office at 5837 S. Gallup St., Suite 140, Littleton, CO 80120 ("PSTrax"), and **Madison Police Department** ("CLIENT"). PSTrax and CLIENT are collectively referred to as the "Parties" and individually as a "Party."

Purpose: CLIENT seeks to utilize PSTrax's hosted "software as a service" modules to enhance and automate its operations. PSTrax agrees to provide these services under the terms and conditions outlined in this Agreement.

TERMS AND CONDITIONS

Section A – Term & Renewal

1. INITIAL TERM. The Agreement will begin on the date both Parties execute it and remain in effect for the initial term ("Initial Term") specified in Exhibit B: Initial Term & Invoice. If no Term is specified, the default Initial Term will be one (1) year. The Initial Term and any applicable Renewal Terms (as later defined) are collectively referred to as the "Term."

2. TERM COMMITMENT. CLIENT agrees to fulfill the entirety of the Initial Term and is responsible for all fees related to the licensed modules specified in Exhibit A: Modules & Pricing for the duration of the Initial Term.

3. AUTO-RENEWAL. At the conclusion of the Initial Term or any subsequent renewal ("Renewal Term"), this Agreement will automatically renew for an additional one (1) year unless either Party provides written notice of termination at least 30 days prior to the Term's expiration. Renewal Terms will be subject to the then-current pricing and any applicable annual increases. All terms, conditions, and provisions outlined in this Agreement will remain in effect during the Renewal Term(s).

4. TERMINATION NOTICE. Either Party may terminate this Agreement or modify the licensed modules by providing 30 days' written notice prior to the Initial Term or Renewal Term's expiration.

5. 365-DAY MONEY-BACK GUARANTEE. PSTrax offers CLIENT a 365-Day Money-Back Guarantee for each licensed module. If CLIENT is unsatisfied, it may cancel a module within the 30 days immediately following the 365-day period and receive a full refund of the module's first-year software license fees and one-time implementation fees. Refunds will be processed within 90 days of cancellation. To qualify, CLIENT must:

- Make reasonable efforts to implement and "go live" with the module.
- Ensure that crews actively use the module in their operations to consistently log and complete tasks for a minimum of six (6) months.
- Make reasonable efforts to work with PSTrax to address and resolve any issues before submitting a cancellation request.

Section B – Licensed Services & Access

6. LICENSED MODULES. CLIENT is granted a non-exclusive license to use the purchased modules outlined in Exhibit A: Modules & Pricing for the duration of the Agreement.

7. ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing a written amendment to this Agreement.

8. USER ACCESS. PSTrax allows unlimited users. Each user will have a unique login and role-based security access within the system.

Section C – Pricing & Payment

9. SCOPE OF WORK. Pricing is based on the "active" number of stations, vehicles, or managed locations listed in Exhibit A: Modules & Pricing. Retired items are not included in this count.

10. ANNUAL AUDIT & SCOPE CHANGES. CLIENT may add stations, vehicles, or managed locations to the system at any time during the Term. PSTrax will conduct an annual audit to verify the "active" number of items being managed in the system. If the actual count exceeds the scope specified in Exhibit A: Modules & Pricing, CLIENT will be notified of any additional charges.

11. ANNUAL PRICE INCREASES. Software license fees may increase annually by up to 9% from the previous year's per-unit pricing to account for additional functionality, inflation, or business costs. CLIENT will receive written notice of any such increase at least 45 days prior to the renewal date. This increase is independent of any price adjustments outlined in Clause 3 (Auto Renewal) and Clause 9 (Scope of Work).

12. PAYMENT TERMS. Invoices are due within 45 days of issuance. All first-year annual fees and one-time fees will be invoiced upon mutual execution of this Agreement by the Parties. In each subsequent year, annual software license fees will be invoiced at least 30 days prior to the anniversary date. Late payments may incur a monthly fee of 1.5% on the outstanding balance. If payments remain overdue for more than 90 days, PSTrax may suspend system access. Any unpaid balances may be referred to collections, with CLIENT responsible for all associated fees.

13. SALES TAX. All fees are exclusive of applicable sales tax. Where required by law, PSTrax will collect and add sales tax to invoices for customers located in jurisdictions that impose sales tax on software-as-a-service (SaaS). Customer agrees to pay such amounts in addition to the fees. Customers claiming exemption from sales tax must provide a valid sales tax exemption certificate. Exemption documents should be submitted to tax@pstrax.com.

Section D – Implementation & Operations

14. IMPLEMENTATION. PSTrax will manage the implementation of licensed modules, including setup, document organization, configuration, data import, admin training, and go-live support. Both Parties will assign a Project Manager to oversee the process and ensure timely completion. CLIENT must provide required documentation promptly; delays may extend the timeline. CLIENT will have the opportunity to review and approve the modules before go-live.

15. TRAVEL. Unless specified in Exhibit A: Modules & Pricing, travel is not anticipated and is not included in the provided pricing. All implementation, training, and support meetings will be conducted virtually via video conferencing. Any travel requested by CLIENT will be invoiced separately and requires CLIENT's written approval prior to booking.

16. CHANGES TO PLATFORM. PSTrax is a multi-tenant platform and may, at its sole discretion, implement changes and enhancements to the modules as necessary to maintain or improve the quality, delivery, performance, or cost efficiency of its products and services, enhance its competitive position, or ensure compliance with applicable laws.

17. NEW FEATURE DEVELOPMENT. CLIENT may purchase an annual retainer of development hours on a time-and-materials basis for requests that expand PSTrax's capabilities beyond standard functionality. All such work is subject to PSTrax's approval. Hours are billed at purchase, expire after two (2) years, and any hours beyond the annual retainer require mutual agreement and CLIENT's prior approval. Upon request, PSTrax will provide an estimated scope of hours for each feature request before work begins. Start dates are subject to resource availability. Ownership of all such development is governed by Clause 20 (Intellectual Property).

Section E – Data Rights & Hosting

18. DATA OWNERSHIP. CLIENT retains ownership of all data entered into the system ("CLIENT Data"). CLIENT may export CLIENT Data via the user interface or request it in digital format (PDF, Excel, or CSV) during the Agreement and for up to 36 months after termination. PSTrax will retain CLIENT Data for at least 36 months post-termination unless otherwise requested by CLIENT.

19. HOSTING & AVAILABILITY. The system is hosted on Amazon Web Services or a comparable provider. PSTrax is not liable for outages caused by hosting providers but will work to restore service as quickly as possible.

20. COMPLIANCE. Both Parties will comply with all applicable laws. CLIENT is responsible for ensuring that its use of the system, checks, and inspections complies with all applicable local, state, and federal regulations, including but not limited to NFPA, DOT, OSHA, and DEA requirements, as well as manufacturer recommendations and the SOPs of the authority having jurisdiction (AHJ).

21. INTELLECTUAL PROPERTY.

(a) PSTrax Ownership. All intellectual property rights, including but not limited to software, source code, documentation, designs, trademarks, know-how, and other proprietary materials, whether pre-existing or developed during the Term of this Agreement, are and shall remain the sole and exclusive property of PSTrax. This includes, without limitation, all enhancements, modifications, new features (including those developed under Clause 16 (New Feature Development), configurations, custom development, integrations, derivative works, and any work product created in connection with the services provided under this Agreement.

(b) CLIENT Data. CLIENT retains ownership of all data entered into the system ("CLIENT Data"). CLIENT hereby grants PSTrax a limited, non-exclusive, royalty-free license to host, use, process, transmit, and display CLIENT Data solely as necessary to provide and improve the services.

(c) Feedback. CLIENT acknowledges that any ideas, suggestions, or feedback it provides to PSTrax regarding the services ("Feedback") may be used by PSTrax without restriction or obligation. All rights in and to such Feedback shall vest exclusively in PSTrax.

(d) Restrictions. Except as expressly authorized under this Agreement, CLIENT shall not (i) copy, modify, translate, or create derivative works of the services; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms; (iii) sublicense, lease, rent, sell, or otherwise transfer the services or any component thereof to any third party; or (iv) use the services to develop, market, or support a competitive product or service.

No rights, licenses, or interests in PSTrax's intellectual property are granted to CLIENT except as expressly set forth in this Agreement.

22. CONFIDENTIALITY. The terms, provisions, and conditions of this Agreement, along with any software, materials, information, files, or documentation exchanged between the Parties, are confidential and proprietary. Neither Party may disclose such information without the other Party's prior written consent, except as required by law or public records obligations, in which case the disclosing Party must notify the owning Party before disclosure.

23. DATA USAGE. By using the software, CLIENT agrees that data they provide (excluding personal or sensitive information as defined by data privacy laws) may be anonymized and aggregated. This data will be used solely to improve the software, develop new tools or services, and enhance features like machine learning and predictive analytics. It will not be sold to third parties.

24. FORCE MAJEURE. PSTrax is not liable for delays or interruptions caused by uncontrollable events, such as natural disasters, strikes, or acts of war. PSTrax will resume performance as soon as feasible.

Section F – Legal & Miscellaneous

25. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use its logo and name in promotional materials solely to highlight the business relationship. CLIENT may request PSTrax to cease such use by emailing marketing@pstrax.com. Please allow up to 30 days for the request to be processed.

26. LIMITATION OF LIABILITY. PSTrax's liability under this Agreement, whether arising from contract, tort (including negligence), strict liability, or any other legal theory, is limited to the total software license fees paid by CLIENT in the three (3) months preceding the event giving rise to the claim. This includes liability for data breaches, unauthorized access, or data loss. PSTrax is not liable for indirect, consequential, incidental, special, or punitive damages, including lost revenue or profits, even if advised of their possibility.

27. DISPUTE RESOLUTION. The Parties agree to resolve disputes through mutual discussion. If unresolved, they will attempt mediation before litigation. If mediation fails within 60 days, either Party may pursue litigation.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

29. SEVERABILITY. If any provision of this Agreement, in whole or in part, is deemed unenforceable for any reason, the remaining portions of that provision and the rest of the Agreement shall remain valid and enforceable.

30. ENTIRE AGREEMENT. This Agreement represents the complete understanding between the Parties and supersedes all prior agreements, communications, and understandings, whether written or oral. Any amendments must be approved in writing by both Parties.

31. ELECTRONIC SIGNATURES. This Agreement may be executed electronically, with digital signatures carrying the same legal effect as originals. It may also be signed in counterparts, each considered an original, which together shall constitute a single, binding document.

BILLING DETAILS

Please provide the best contact information for your agency's billing department or individual responsible for receiving and processing invoices:

Name: _____

Title: _____

Email: _____

Phone: _____

Address: _____

PAYMENT BY WIRE AND ACH

To pay by wire or ACH, please use the following details:

Bank name	FirstBank
Bank address	10403 West Colfax Avenue Lakewood, CO 80215
Bank phone	800-964-3444
Bank routing & transit #	107005047

Bank name	FirstBank
For the credit of	Station Automation Inc. (dba PSTrax)
PSTrax address	5837 S. Gallup St., Suite 140 Littleton, CO 80120
PSTrax account #	2435560322
PSTrax account type	Checking

AUTHORIZED ACCEPTANCE

By signing below, CLIENT and PSTrax agree to the pricing, terms, and conditions of this Agreement. Each Party certifies that the individual signing on its behalf is duly authorized to execute this Agreement, binding their respective organization to its terms and obligations. Each organization is responsible for addressing any misrepresentation of authority by its signor.

Madison Police Department

Signature:

Name: _____

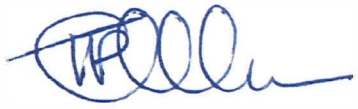
Title: _____

Email: _____

Phone: _____

Date: _____

Station Automation, Inc. (dba PSTrax)

Signature: 

Name: Tim Callahan

Title: CEO

Email: tim@pstrax.com

Phone: 888-330-6006

Date: 06/03/2026

DELIVERY OF EXECUTED AGREEMENT

If signed electronically with PandaDoc, a copy of the executed Agreement will be automatically emailed to both Parties. If printed and signed manually, please scan and email ALL PAGES of the signed Agreement to **julius@pstrax.com** or **sales@pstrax.com**.

EXHIBIT A: MODULES & PRICING

The pricing below includes:

- **Software License:** Access to the licensed modules.
- **Setup & Implementation:** Includes project management, data import, configuration, training, and rollout.
- **Hosting:** Secure and reliable platform hosting.
- **Unlimited Support:** Ongoing support, including training and configuration updates.

Pricing was created on 06/03/2026 and is valid until 09 / 01 / 2026. Please contact your PSTrax representative for adjustments to the modules priced below. Pricing is exclusive of applicable sales tax.

Annual Software License Fees

Product	Billed	Limit	Metric	Price	Discount	Total
Full PSTrax Platform Includes: Vehicles, Stations, Assets, PPE, Supplies	Annual	100	Officers	$90.00 per year	15 %	**$7,650.00** per year

One-Time Software Implementation Fees

Product	Billed	Limit	Metric	Price	Discount	Total
Full PSTrax Platform	One-Time	100	Officers	$30.00	15 %	**$2,550.00**

Other Services (Optional)

Product	Billed	Limit	Metric	Price	Total
Single Sign On	Annual	100	SSO Users	$8.00 per year	**$680.00** per year
Connect PSTrax to your Identity Provider (ex. Active Directory, Azure, Google, Okta) for centralized login.					
On-Site Training	One-Time	0.0	Days	$1,500.00	**$0.00**
Includes: 1 trainer for X days (Up to 25 students per trainer per day)					
Travel Expenses	One-Time	0.0	Trainers	$1,500.00	**$0.00**
Includes: $1000 airfare plus $500 per day for each person					

Ready-To-Use Integrations (Optional)

Product	Billed	Limit	Metric	Price	Total
First Arriving Integration	Annual	0.0	Stations / Buildings	$60.00 per year	**$0.00** per year
Connect to your First Arriving dashboards to bring PSTrax insights to life — in real time.					

One-Time Fees :	$2,550.00
Annual Fees * :	$8,330.00 per year
Year 1 Grand Total (USD) :	**$10,880.00**

Other Special Instructions: Madison Police Department is a Sourcewell Customer #94204 and and receives a 15% Discount per the PSTrax Sourcewell contract (Vendor #03425-SAU)

Delay invoicing until 11/01/2026 to align with fiscal year budgets.

EXHIBIT B: INITIAL TERM & INVOICE

Initial Term

PSTrax offers multi-year agreements, allowing CLIENT to simplify operations by eliminating the need for annual procurement and renewal processes. Software license fees for multi-year terms are invoiced annually, as outlined in the terms below.

Select the Initial Term of the Agreement:

Select 1 to 5 years: _____

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

☐ Pay the entire 1st year's Annual Software License Fees now.

☐ Prorate the 1st year's Annual Software License Fees to the following date: _____

☐ Other instructions (if applicable): _____

PS TRAX

Inventory Management for First Responders.

PSTRAX PROPOSAL FOR:

Madison Police Department

Matthew Kingsolver, Sergeant

100 Hughes Rd Madison, Alabama 35758

Contact **Julius Holinek** at **julius@pstrax.com**,

or **sales@pstrax.com** for questions or adjustments.

Created 06/03/202

Expires 09 / 01

PSTRAX

MODULES OVERVIEW

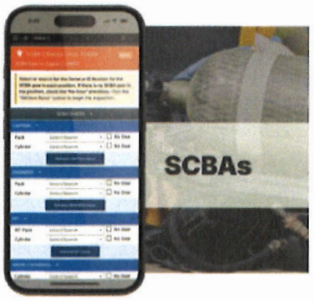
The PSTrax law enforcement platform includes eight modules, each built to address a specific operational burden. Your agency can deploy any combination of the modules below.



The Vehicles Module automates apparatus maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for inservice, out-of-service, and reserve units.



The Stations Module schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.

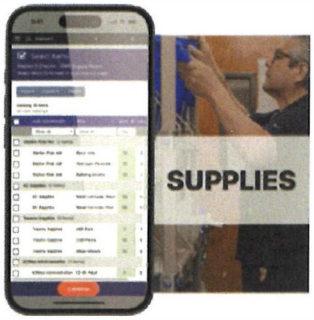


The SCBA Module tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.

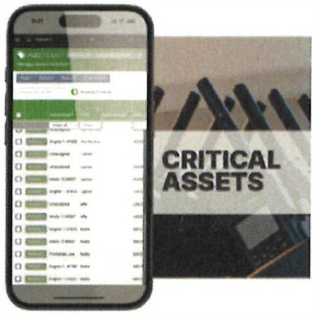


The PPE Module tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.

PSTRAX.



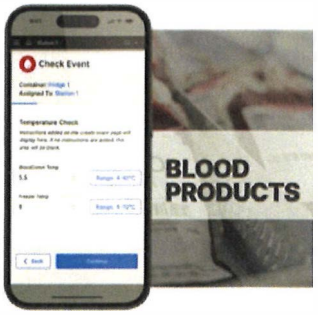
The Supplies Module provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The Critical Asset Module tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The Controlled Substances Module tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.



The Blood Products Module addresses the critical challenges facing advanced EMS and Fire & Rescue agencies. When every unit must maintain precise temperatures, follow strict chain-of-custody protocols, and meet FDA, AABB, and CAP regulations, manual tracking systems put both compliance and patient care at risk. PSTrax automates these life-saving workflows, ensuring accuracy and readiness when seconds matter.

SOLE SOURCE LETTER

06/03/2026

Matthew Kingsolver, Sergeant
Madison Police Department
100 Hughes Rd
Madison Alabama, 35758

Re: Sole Source Provider Letter

Dear Matthew Kingsolver,

This letter confirms that Station Automation, Inc. (dba PSTrax) is recognized as a sole source provider in its space and has been selected as such by leading first responder agencies across the country. The unique capabilities of PSTrax and the proprietary services we offer make us the only provider able to deliver the level of customization, functionality, and support needed to meet the operational requirements of Madison Police Department.

Below, we outline the key differentiators that demonstrate why PSTrax qualifies as a sole source provider.

1. Specialized Solution Built for First Responder Agencies

PSTrax is the industry-leading Operations Readiness and Logistics Management platform purpose-built for first responder agencies. For over 15 years, we have specialized in consolidating essential operations checks—including Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance checks—into a single, cloud-based solution. Unlike general software vendors, our entire system is specifically designed to meet the unique needs of first responders.

2. Tailored, Modular Solution for Maximum Flexibility

PSTrax offers seven fully customizable modules: Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance. Your agency can select only the modules you need, with the flexibility to add others as your needs evolve. This modular approach is unique, as other vendors typically require agencies to purchase full-suite solutions, including unnecessary components.

3. Unique, Purpose-Built Functionality Not Available Elsewhere

Unlike other vendors that offer basic "bolt-on" solutions as part of larger systems (such as RMS or training platforms), PSTrax is the only stand-alone solution dedicated solely to operations checks and logistics management. Our deep functionality, developed over 15 years of working with first responder agencies, includes features and workflows tailored to operational readiness that cannot be replicated by general-purpose systems.

4. Custom Configuration for Your Agency

We recognize that every agency has unique operational requirements. PSTrax is custom-configured to align with your specific workflows, checklists, and processes. Unlike other vendors that provide off-the-shelf templates, we work closely with your team to ensure that the system fits seamlessly into your existing processes, eliminating the need for major adjustments on your end.

5. Comprehensive, Full-Service Implementation and Ongoing Support

PSTrax offers a turnkey, full-service solution. Our in-house implementation team manages every step of the system setup—from data collection and configuration to deployment. Unlike other vendors that require self-implementation or charge hourly, we handle the entire process, delivering a fully operational, ready-to-use system upon completion.



Additionally, our comprehensive support package includes:

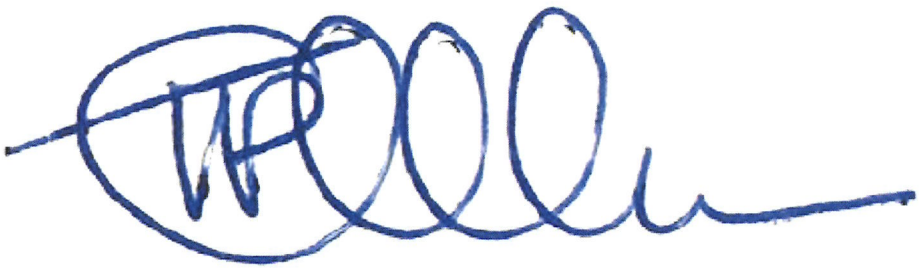
- **Unlimited Support:** No hourly fees or limits—our team is available anytime to assist.
- **Unlimited Training:** Customized training during implementation and ongoing training upon request.
- **Unlimited Ongoing Changes:** We act as your administrative assistant, managing system updates and configuration changes as needed, at no additional cost.

Conclusion

The combination of specialized functionality, tailored configuration, and comprehensive, full-service implementation sets PSTrax apart as the only vendor capable of meeting the requested operational requirements of Madison Police Department. As such, we are recognized as a sole source provider.

If you have any questions or would like additional details, please do not hesitate to contact us.

Thank you,



Tim Callahan, CEO
Station Automation Inc. (dba PSTrax)
5837 S. Gallup St Suite 140, Littleton, CO 80120
888.330.6006 Office
tim@pstrax.com

RESOLUTION NO. 2026-358-R

A RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION OF THE BJA FY 2026 CRISIS RESPONSE PROGRAM GRANT FOR THE PURCHASE OF A VIRTUAL REALITY SIMULATOR

WHEREAS, the Madison Police Department desires to apply for the BJA FY 2026 Crisis Response Program Grant for the purchase of a Virtual Reality Simulator; and

WHEREAS, the grant if awarded will provide 100% funding for the purchase of the proposed equipment and will not require any matching funds from the City; and

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor, Police Chief, and Director of Finance are hereby authorized, requested, and directed to execute and submit on behalf of the City of Madison, Alabama, a municipal corporation of the State of Alabama, an application for the BJA FY 2026 Crisis Response Program Grant to be used to purchase a Virtual Reality Simulator.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of September 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 September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY 2026 Crisis Response Training Program

Grants.gov Funding Opportunity Number: O-BJA-2026-172706

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 5, 2026, by 11:59 PM ET**
2. Submit full application in JustGrants: **October 13, 2026, by 8:59 PM ET**

Bureau of Justice Assistance
U.S. Department of Justice

Contents

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2. Eligibility 5

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4. Application Contents and Format 8

5. Submission Requirements and Deadlines 13

6. Application Review Information 13

7. Award Notices 13

8. Post-Award Requirements & Administration 13

9. Questions? 13

1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Crisis Response Training Program**. This opportunity supports state, local, and tribal governments, law enforcement agencies, correctional facilities, probation and parole departments, and sheriffs' offices in developing, implementing, or expanding crisis response training programs that enhance public safety, officer safety, and operational effectiveness by improving law enforcement responses to individuals in crisis who have behavioral health conditions (including mental health and substance use disorders), intellectual and developmental disabilities (I/DDs), physical disabilities, and/or traumatic brain injuries. This program will equip law enforcement and correctional officers with tactical skills and strategies, and technology to effectively address crisis situations and enhance public safety. Officers trained in crisis intervention techniques are better equipped to safely mitigate volatile situations involving individuals experiencing behavioral health crises, including those with I/DDs.

This NOFO includes two funding categories:

Category 1: Training Program for Law Enforcement Agencies

- Category 1 will provide funding to law enforcement agencies for training sworn law enforcement. This includes police departments, sheriff's offices, field probation and parole officers, and campus police. Applicants may apply for funding to implement either or both of the following:
  1. Crisis response and intervention training;
  2. Virtual reality (VR) training systems designed for law enforcement that enable multiple participants to train simultaneously and integrate with existing programs.

Category 2: Training Program for Jails, Prisons, and Correctional Agencies

- Category 2 will provide funding to jails, prisons, and correctional agencies, for training facility-based officers. This includes institutional probation and parole staff, sheriff's office detention personnel, and officers in other correctional

facilities. Applicants may apply for funding to implement either or both of the following:

1. Crisis response and intervention training;
2. Correctional-specific VR training systems that allow multiple participants to train together in institutional settings.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.065
Statutory Authority	Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30, para. 1(C))
Grants.gov Opportunity Number	O-BJA-2026-172706
Competition ID Number	Category 1, C-BJA-2026-00026-PROD: Training Program for Law Enforcement Agencies Category 2, C-BJA-2026-00027-PROD: Training Program for Jails, Prisons, and Correctional Agencies
Expected Total Amount of Funding	Approximately $5,256,751
Anticipated Number of Awards	Category 1: 4 Category 2: 4
Award Type(s)	Grant
Anticipated Award Amount	Category 1: Up to $650,000 Category 2: Up to $650,000
Expected Award Period(s)	36 months starting on January 1, 2027

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 5, 2026, and no later than September 21, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 5, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 13, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- State governments
- County governments
- City or township governments
- Native American Tribal governments (federally recognized)
- Native American Tribal governments (other than federally recognized)

Educational Organizations

- Public and state-controlled institutions of higher education
- Private institutions of higher education

Other

- Units of local government
- Public and state-controlled institutions of higher education with on-campus police departments
- Public or state-controlled hospitals with on-campus police departments

State Government Entities

- For the purposes of this NOFO, "state" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

"Other" Entities Definition

- For the purposes of this NOFO, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a state.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

Limit on Number of Applications: You may submit more than one application if each application proposes a different project. Each application should apply to only one category of the NOFO. If a project will be carried out by two or more entities (project partners), only one entity may submit the application. The other entities (project partners) must be proposed as subrecipients rather than co-applicants. An entity may be proposed as a subrecipient in more than one application. For additional information regarding subawards, see the Application Resource Guide.

3. PROGRAM DESCRIPTION

Statutory Authority

Department of Justice Appropriations Act, 2026 (Pub. L. No. 119-74, 140 Stat. 5, 30, para. 1(C))

Agency Funding Priorities

To help meet its mission, OJP may give priority consideration to applications proposing (as applicable within the scope of this NOFO) projects designed to advance the goals listed below:

(a) Directly supporting law enforcement operations (including immigration law enforcement operations);
(b) Combatting violent crime;
(c) Supporting services to American citizens;
(d) Protecting American children; and
(e) Supporting American victims of trafficking and sexual assault.

In addition, priority consideration will be given under this NOFO for state/local law enforcement efforts that are coordinated with federal law enforcement efforts through: (i) established and full participation in, or (ii) commitment to enter into and fully participate in a 287(g) partnership and/or a Homeland Security Task Force (HSTF). To request priority consideration, applicants must provide a letter of support from DOJ through the U.S. Attorney's Office's Lead HSTF Attorney (for the applicable HSTF), certifying the applicant is currently or intends to participate in HSTF activities or major DOJ operations; with respect to a 287(g) partnership, the applicant must provide documentary evidence that it is already an established 287(g) partner, or else, evidence of a bona fide commitment to engage in such a partnership.

Note: Addressing these priorities is one of many factors that OJP considers in making funding decisions. Receiving priority consideration does not guarantee funding.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or

protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Goals and Objectives of This Funding Opportunity

Goal 1: Improve effectiveness of crisis response skills among law enforcement and correctional officers, particularly for interactions with individuals in crisis who have behavioral health conditions, I/DDs or physical disabilities, and/or traumatic brain injuries.

- **Objective 1:** Implement and enhance certified training programs and practices that increase knowledge of appropriate intervention strategies and improve skills during crisis situations.
- **Objective 2:** Enhance the strategic application of techniques to prevent crisis escalation through innovative training approaches and technologies, including VR scenario-based training.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving the Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

OJP will only consider applications that contain all required parts, which are marked ***Required*** below. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424 ***Required***	Online Form
Step 2: JustGrants	
Standard Applicant Information ***Required***	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • Agency Funding Priorities Inventory	Online Form
Proposal Narrative ***Required***	Attachment
Budget ***Required***	Online Form
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable) • Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable)	Attachment
Memorandum of Understanding	Attachment
Additional Application Components • Tribal Authorizing Resolution (if applicable) • Timeline	Attachment

In addition to the items marked *Required* in the table above, the following are considered basic minimum requirement elements that are considered in the responsiveness review:

- The application is submitted by an eligible applicant.
- The requested award amount does not exceed the award ceiling.
- The application is responsive to the scope of the NOFO.

Standard Applicant Information *Required*

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant's proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a proposal abstract.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

Agency Funding Priorities Inventory

Applicants seeking priority consideration under the Agency Funding Priorities section should answer the inventory questions in their entirety in the web-based form in JustGrants.

Proposal Narrative *Required*

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font.
  - Tables, charts, and graphs included in the Proposal Narrative can be created in a legible font smaller than 12-point and will count toward the page limit.
- Have no less than 1-inch margins.
- Have numbered pages.
- Not exceed 10 pages.

If the Proposal Narrative does not follow this format, OJP may reduce the score/ranking of the application.

Sections of the Proposal Narrative

The Proposal Narrative must include the four sections listed below. If you want priority consideration, the Proposal Narrative must state which priority(ies) your project will advance and describe how it will do so.

1. Description of the Need (5% of application score): What critical issue or problem do you propose to address with this project? Please include:

- A brief explanation of the need, gap, or issue to be addressed by the proposed project.
- Supporting information, data, or evidence to demonstrate the need's existence, size, and impact on the target population and community.
- How the need relates to the purpose of the NOFO.
- Applicants must use specific, current, local data to demonstrate the importance and necessity of the project in this section.
- Use measurable evidence such as rates of crisis incidents, mental health response data, local crime rates, or gaps in resources specific to your law enforcement agency, correctional agency or community.
- Applications relying solely on national or generalized statistics will not meet the requirements of this section.

2. Project Goals and Objectives (15% of application score): How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish).
- Project objectives (objectives are specific outcomes you plan to achieve through project activities).
- How your project goals and objectives relate to the goals and objectives of the funding opportunity.

3. Project Design and Implementation (35% of application score): How will you implement project activities that meet the project goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.
- How you will deliver or complete those activities.
- When the activities will take place.
- Who in your organization will staff the activities, including key staff.
- Who will participate in and benefit from the activity.
- What deliverables, reports, and other items will be produced as part of the project.
- If you plan to use subrecipients to help conduct the project, please name them (if they are known) or describe how you will identify them. Please describe their role in conducting project activities.
- If an applicant is proposing the use of VR technology, describe the platform and the accompanying evidence-based curriculum to be used, as well as outcome data to be collected to demonstrate its effectiveness and achievement of proposed outcomes.
- Describe the plan to provide fully immersive, multiparticipant technology to customize unique training scenarios.

4. Capabilities and Competencies (30% of application score): What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- A short description of your capacity to deliver the proposed project and meet the post-award requirements, if funded.
- A description of projects or activities your organization has conducted, or is currently conducting, that demonstrates your ability to undertake the proposed project activities.
- A summary of relevant experience of team members with key responsibilities for implementing the project.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget (15% of application score) *Required*

- Use the Budget Detail Worksheet (Web-Based Form) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.
- List each cost needed to implement the project under the appropriate cost category.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).

- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and whether you need to request approval to exceed those limits.
- **Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable):** Read information on this limitation and to determine whether you need to submit a waiver.
- **Disclosure of Process Related to Executive Compensation (if applicable):** Applicants to this funding opportunity are not required to provide this disclosure.

Memorandum of Understanding (MOU) and Supporting Documents

Attach a Memorandum of Understanding (MOU) or letter of intent between the applicant and each of the project partner(s). Read information on what to include in an MOU/letter of intent.

MOUs should be submitted as one separate attachment to the application. Unsigned draft MOUs may be submitted with the application, but you should describe in a cover page to the attachment why they are unsigned.

Additional Application Components

Attach these in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a Tribal Authorizing Resolution.
- **Timeline:** Listing of key activities and milestones, and the months/quarters during which they will take place.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit your application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

The Application Resource Guide explains the responsiveness review, review criteria, and review and selection process, including risk review, and deciding official. Refer to the Application Contents List for all required application components and other basic minimum requirement elements that are considered in the responsiveness review. The Proposal Narrative and Budget sections of this NOFO indicates the weight of peer review criteria.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)

Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

RESOLUTION NO. 2026-359-R

A RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION OF THE BJA FY 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT APPLICATION FOR THE PURCHASE OF A 360 DEGREE CRIME AND CRASH SCENE DOCUMENTATION SYSTEM

WHEREAS, The Madison Police Department desires to apply for the BJA FY 2026 Edward Byrne Memorial Justice Assistance (JAG) Grant for the purchase of a 360 degree crime and crash scene documentation system; and

WHEREAS, the grant, if awarded, will require additional funding not to exceed Five Thousand Dollars ($5,000.00) to be paid from the Police Department budget; and

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor, Police Chief, and Director of Finance are hereby authorized, requested, and directed to execute and submit on behalf of the City of Madison, Alabama, a municipal corporation of the State of Alabama, an application for the BJA FY 2026 Edward Byrne Memorial Justice Assistance (JAG) Grant to be used to purchase a 360 degree Crime and Crash Scene Documentation System.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**

Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to $96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to $4,964,030
Expected Award Period(s)	24 months (awards less than $25,000) or 48 months (awards $25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

"Other" Entities Definition:

- By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocations page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.,* not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP's priorities include:

a. Directly supporting law enforcement operations (including immigration law enforcement operations);
b. Combatting violent crime;
c. Supporting services to American citizens;
d. Protecting American children; and
e. Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the JAG Allocations website, with separate lists for each state. According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the JAG FAQs for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Additional Application Components • Certifications and Assurances by the Chief Executive of the Applicant Government • BWC Policy Certification (if applicable) • Body Armor Mandatory Wear Certification (if applicable) • Extreme Risk Protection Order (ERPO) Certification (if applicable) • Prohibited Expenditure Waiver Request (if applicable) • Unmanned Aircraft System (UAS) Certification (if applicable) • Counter-UAS Certification (if applicable)	Attachment

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the "Finish" button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select

"Refresh." The status of your completed survey will change to "Resolved—Completed."

5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Reports for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.

- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

  Additional restrictions apply to certain costs or activities, to include but not limited to:

  - Administrative costs
  - Prohibited items per 34 U.S.C. § 10152, absent a waiver
  - UAS and C-UAS
  - Body Armor
  - Body Worn Cameras
  - ERPO activities
  - DNA Testing of Evidentiary Materials

Please refer to the JAG Frequently Asked Questions for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: https://bja.ojp.gov/program/jag/certifications-assurances. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2).
- **Body-Worn Camera (BWC) Policy Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for body armor.
- Extreme Risk Protection Order (ERPO) Certification (if applicable): Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable)**: Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable)**: Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable)**: Only required if a JAG application will include costs for C-UAS in the budget.

Refer to the JAG Frequently Asked Questions for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit you application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the Application Resource Guide for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.