Agenda

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

6:00 PM
Council Chambers
October 12, 2026

AGENDA NO. 2026-019-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit) 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)

1. CALL TO ORDER

2. INVOCATION

   A. Pastor John Dees of CrossPointe Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

   A. Minutes No. 2026-18-RG, dated September 28, 2026

7. PRESENTATIONS AND AWARDS

   A. Award recognition for Capt Dan Pickens as 2026 Educator of the Year

   B. Update on Short Term Rentals

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. 2026-365-R:** Ratifying the purchase of one 2026 Chevrolet Silverado 3500HD pickup truck from Donohoo Chevrolet through City of Huntsville Joint Purchasing Agreement in the amount of $65,716.50 (to be paid from FY 2027 Fund 12).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

A. **Resolution No. 2026-422-R:** Authorizing Professional Services Agreement with Ad4! Group, LLC, for Brand Audit ($6,300 to be paid from Mayor's Department Budget)

B. **Resolution No. 2026-424-R:** Authorizing a Professional Services Agreement with Rambletype, LLC, for the provision of tourism marketing and branding services ($18,000 for one year to be paid from Mayor's Department budget)

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

A. Appointment of Shelton Torbert to Zoning Board of Adjustment and Appeals (Supernumerary place 1)

12. PUBLIC HEARINGS

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

A. **Resolution No. 2026-327-R:** Approving an Off-Premises Wine License for Steakholder, LLC, d/b/a The New York Butcher Shoppe

13. DEPARTMENT REPORTS

ENGINEERING

A. **Resolution No. 2026-363-R:** Authorizing a Professional Services Agreement with TTL, Inc. for right-of-way acquisition support on Project 26-005 | Eastview Drive Sidewalk Extension ($15,000 to be paid from Engineering Department budget)

B. **Resolution No. 2026-402-R:** Authorizing the purchase of Wetland Credits from Robinson Spring Mitigation Bank for Project 25-017 | Garner Extension, Phase 3 ($10,450.00 to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

A. **Resolution No. 2026-409-R:** Awarding Bid No. 2026-011-ITB for the Sunshine Oaks Restroom Building Project to EMW Construction, Inc., for the amount of $249,000 (to be paid from Facilities and Grounds Department Budget - Special Projects 2931-00)

B. **Resolution No. 2026-415-R:** Authorizing acceptance of fourteen separate quotes and a Contractor Agreement with PlayCore Wisconsin, Inc., dba GameTime, for the purchase and installation of new playground equipment for seven neighborhood parks for the total amount of $681,871.26 ($309,036.63 to be paid from Facilities & Grounds Neighborhood Parks account, $372,834.63 to be paid from Fund

39, and $250,806.49 of grant funding accepted and applied toward purchases as reflected in each quote)

HUMAN RESOURCES

A. **Proposed Ordinance No. 2026-392:** Amending Personnel Policies Section 12 relating to Court Bailiff Pay Rate Amendment (First Reading 09/28/2026)

INFORMATION TECHNOLOGY

A. **Resolution No. 2026-404-R:** Authorizing the purchase of System Hardware from Unico Technology, LLC, utilizing the Omnia Partners Purchasing Cooperative ($218,061.32 plus applicable shipping costs to be determined at the time of shipment, to be paid from 1/2 Cent Sales Tax Capital Replacement Fund)

B. **Resolution No. 2026-405-R:** Authorizing the Mayor to accept a quotation from Unico Technology, LLC for a software subscription and support services in the amount of $28,187.16 (to be paid from 1/2 Cent Sales Tax Capital Replacement Fund)

C. **Resolution No. 2026-418-R:** Authorizing a one-year software subscription for network support services for the Madison Community Center in the amount of $1,348.20, to be paid from IT Department budget.

D. **Resolution No. 2026-419-R:** Authorizing a one-year license subscription for cloud data backup services through the Omnia National Purchasing Cooperative contract in the amount of $7,314.00, to be paid from IT Department budget

E. **Resolution No. 2026-420-R:** Authorizing one-year third-party backup software subscription through the OMNIA National Purchasing Cooperative contract in the amount of $9,400, to be paid from IT Department budget

PLANNING

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

B. **Resolution No. 2026-410-R**: Authorizing Third Amendment to Development Agreement with Diltina Development Corporation and Reality 9, LLC, with respect to the development of the Bellawoods Subdivision

POLICE

A. **Resolution No. 2026-411-R:** Authorizing an agreement with PMAM Corporation for False Alarm Management System administration services and software (35% of fees, fines, and penalties levied in accordance with Chapter 11 of the Madison City Code)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. EXECUTIVE SESSION

16. 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. 2026-18-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 28, 2026

The Madison City Council met in regular session on Monday September 28, 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 Matthew Bentley, Skyline 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	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, Executive Assistant to City-Clerk Treasurer Kristi Brackett, City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Fire Chief Brandy Williams, Police Chief John Gandy, Director of Finance David Lawing, Acting Director of Development Services Matt Davidson, Director of Operations Communications Amanda Jarrett, Government Affairs Officer James Manasco, Director of Engineering Michael Johnson, Director of Human Resources Kelli Bracci, Deputy Director of Human Resources Mia Powers, Assistant Director of Parks And Recreation Kelly Johnson, and Director of Facilities and Grounds Gerald Smith.

Public Attendance registered: Clay Barker, Sally Brewer, Elizabeth Gibson, Margo Chabot, Nicholas Antoine, Cindi Truskee, Kaye Goldthorpe, Joshua Hartfield, Larry Vannoy, Jean Downs, Richard Travers, Hailey Kim, Suzanne Roach, Heather Mackrell, Ryan Mackrell, Jules Mixer, Anne Marie Williams, Alicia Alvarez, Kim D'Alessandro, Nancy Hartfield, Min Wang, Sujung Yi, Hyunjung Oh, Paul Smith, Peyton Smith, and Brandon Smith

AMENDMENTS TO AGENDA

Attorney Megan Zingarelli announced the addition of Resolution No. 2026-394-R to the agenda

PRESENTATIONS AND AWARDS

PRESENTATION OF CERTIFICATES TO ALABAMA AMERICAN LEGION BOYS STATE AND ALABAMA AMERICAN LEGIONS AUXILIARY GIRLS STATE

America Legion Post 229 Post Commander Larry Vannoy introduced the outstanding students from Bob Jones and James Clemens High School who attended The Boys State and The Girls State. At State level leaders are selected to attend an event at a university, this year's event was held at the University of Alabama. Leaders learn about State and local government, hold positions, hold elections, pass bills, and participate in sporting events. Post Commander Larry Vannoy, along with Mayor Ranae Bartlett and Council Member Alice Lessmann presented the awards to the leaders.

The Boys State Participants are as follows:

- Cameron Ashley – Bob Jones
- Owen Chalmers – Bob Jones
- Matthew Dougherty – Bob Jones
- Kyle MacKrell – Bob Jones
- Jules Mixer – Bob Jones
- Joshua Hartfield – James Clemens
- Elijah Johnson – James Clemens

A round of applause was given

The Girls State Participants are as follows:

- Suzanne Roach – Bob Jones
- Christina Nyguyen – Bob Jones
- Shreya Singh – James Clemens
- Hailey Kim – James Clemens

A round of applause was given

APPROVAL OF MINUTES

MINUTES NO. 2026-10-WS DATED SEPTEMBER 9, 2026

Council Member Kenneth Jackson moved to approve Minutes No. 2026-10-WS. 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	Aye
Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye

Motion carried.

MINUTES NO. 2026-17-RG DATED SEPTEMBER 14, 2026

Council Member Billie Goodson moved to approve Minutes No. 2026-17-RG. Council Member Alice Lessman seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

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.*

CLAY BARKER (DISTRICT 6)

Mr. Barker appeared before Council and Mayor Barlett to voice his concern on the following items:

- Flock cameras and who authorized Madison to use them
- The errors that the flock cameras can make
- The safety of the data centers that store flock camera information

NICHOLAS ANTOINE (DISTRICT 3)

Mr. Antoine appeared before Council and Mayor Barlett to voice his concern on the following items:

- Safety concerns in Pension Row due to the increase of traffic and speeders
- Requests the city to approve sidewalks for the safety of children and adults

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

ELIZABETH GIBSON (DISTRICT 5)

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

- Lack of communication
- Possible removal of ceramic class and the removal of the instructor

CINDI TRUSKEE (DISTRICT 7)

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

- The Senior Center becoming a stressful environment
- Mismanagement over the Senior Center

ANNE MARIE WILLIAMS (OLD FAIRWAY RD, HUNTSVILLE)

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

- The treatment that seniors receive and events that take place at the senior center

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	$2,967,593.30
Special General Operating Accounts	$4134.74
ADEM Storm Drainage	$100,099.90
Gasoline Tax & Petroleum Inspection fees	$11,784.62
TVA Tax	$2997.72
Street Repair and Maintenance	$1,898.77
Subdivision Cash Bonds	$2,000.00
Library Building Fund	$15,865.58

Regular and periodic bills to be paid

RESOLUTION NO. 2026-360-R: DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS DISPOSITION BY DONATING TO MADISON HOSPITAL (2013 Dodge Charger)

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 $1000 deductible) TO BE DEPOSITED INTO GENERAL OPERATING ACCOUNT

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)

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

RESOLUTION NO. 2026-394-R: AUTHORIZING THE RENEWEL OF SOFTWARE SUPPORT SERVICES FROM ESRI, INC. FOR MADISON FIRE AND RESCUE

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Congratulations to the Trash Pandas on their first Southern League Championship in franchise history. Will be planning a celebration for the team at the beginning of the 2027 season
- Thank you to all the fans who helped set an all-time postseason record for the Trash Pandas
- Thank you to the Superintendent and the Board of Education for providing a tour of the new Russell Branch Elementary School

- Continued excellence of Madison City Schools and setting a state record of 30 National Merit semifinalists
- Attended the Big Ten Mayor's Meeting in Huntsville this past weekend. 10 Mayors from the 10 largest cities in Alabama
- Decline in sales tax receipts, partly attributed to internet sales
- Civic Awareness Academy Fall addition scheduled for Tuesday afternoon
- Will be hosting the swim community for a listening session at the Community Meeting Wednesday at 5:30

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Puzzle Swap will be held at the Public Library on October 17th from 9:30 to 11am
- The bookstore will have its semi-annual sale on October 24th from 9 to 11am

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- No New Business

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Will be having the Madison Street Festival this weekend

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thank you to the American Legion and everyone with the Legion for helping with the Boy State and the Girls State
- Congratulations to all the students that participated
- Visited St. John Paul II Catholic High School for tour
- Breakfast with Huntsville Hospital Emerald Society on September 17th, hosted by Barefields, which will have a ribbon cutting on October 2nd.
- Resurfacing project in District 5, along Roy, Warren and Yancy Road
- Thank you to the public for their patience
- Celebrate Madison will be on October 29th

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Thank you to the Rotary Club of Madison City
- Attended the First Annual Industry Impact Breakfast for The Fantasy Playhouse
- Attended the United Way Community Food Distribution, part of Eli Lilly's 150th Anniversary Global Day of Service

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Madison City Schools will hold a family literacy night at Mill Creek Elementary School this Tuesday.
- Shout out to the Land Trust of North Alabama, Greenway and Trails and many volunteers associated with both organizations
- The Balch Road Trailhead at the Mill Creek Preserve will open at 11am this Friday
- Next office hours Saturday, October 10th from 11am to Noon at Madison Public Library
- Fall Madison Clean-Up Day will be Saturday, October 17th
- Visit the city's Facebook post to find a link about the Fall Madison Clean-Up Day

BOARD/COMMITTEE APPOINTMENTS

Council Member David Bier recommended the appointment of Council Member Billie Goodson to Place 3 of the Madison Utilities Board District from 2026 to 2032. Council Member Billie Goodson will be taking the place of Council Member Maura Wroblewski as her term ends. Council Member Maura Wroblewski takes the opportunity to thank Mr. Goodson for his future commitment to working with the board for the next 6 years.

DEPARTMENTAL REPORTS

ENGINEERING

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)

Michael Johnson explained this resolution is based off of the franchise agreement and that the city will be taking care of it moving forward

Council Member Bier moved to approve Resolution No. 2026-353-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 Bille Goodson	Aye
Council Member Michael McKay	Aye
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-362-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS, PLC, FOR ARCHITECTURAL PROGRAMMING PHASE SERVICES FOR THE MADISON AQUATIC FACILITY 2 CITY OF MADISON, ALABAMA PAGE 3 SEPTEMBER 28, 2026 PROJECT ($22,000 TO BE PAID FROM FACILITIES BUDGET AND REIMBURSED BY PARK AND RECREATION BOARD

Council Member Goodson moved to approve Resolution No. 2026-362-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-364-R: AUTHORIZING ANNUAL SERVICE AGREMENT WITH GEN-CO, INC. FOR GENERATOR INSPECTION AND MAINTENANCE SERVICES ($20,400 TO BE PAID FROM FACILITIES FY 2027 BUDGET)

Council Member White moved to approve Resolution No. 2026-364-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

FINANCE

RESOLUTION NO. 2026-296-R: AUTHORIZING BROKERAGE SERVICES AGREEMENT WITH HIGGINBOTHAM INSURANCE AGENCY, INC

Council Member Goodson moved to approve Resolution No. 2026-296-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2026-361-R: AUTHORIZING INSURANCE POLICY WITH THE TRAVELERS COMPANIES, INC. AND ITS AFFILIATES ($1,276,561.00 FROM FY 2027 GENERAL FUND GENERAL SERVICES BUDGET)

Council Member Bier moved to approve Resolution No. 2026-361-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2026-401-R: AUTHORIZING ADDITIONAL INSURANCE POLICY (to be paid from General Fund Budget)

Council Member Lessmann moved to approve Resolution No. 2026-401-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried

HUMAN RESOURCES

RESOLUTION NO. 2026-351-R: SPECIFYING CITY HOLIDAY OBSERVANCE DATES FOR CALENDER YEAR 2027

Council Member Lessmann moved to approve Resolution No. 2026-351-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried

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

LEGAL

PROPOSED ORDINANCE NO. 2026-346: APPROVING AMENDMENTS TO MADISON CITY DISABILITY ADVOCACY BOARD ORDINANCE (FIRST READING 9/14/2026)

Council Member McKay applauds the member of the MCDAB and to Megan for getting this Board back up

Council Member McKay moved to approve Proposed Ordinance No. 2026-329. 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	Aye
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-396-R: AUTHORIZING THE AGREEMENT WITH WILLIAMS & JENSEN, PLLC, FOR CONSULTING SERVICES ($60,000 TO BE PAID FROM FY 2027 LEGAL DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-396-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PLANNING

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

Council Member White moved to approve Resolution No. 2026-322-R. 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	Aye
Council Member David Bier	Aye
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2026-336: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 130 STONEWAY TRAIL, LOT 18, BLOCK 9 OF STONE RIDGE II SUBDIVISION (First Reading 9/14/2026)

Council Member Bier moved to approve Proposed Ordinance No. 2026-336. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

PROPOSED ORDINANCE NO. 2026-333: REPEALING AND REPLACING CHAPTER 11, ARTICLE 1 OF THE CITY OF MADISON CODE OR ORDINANCE (SECURITY ALARM SYSTEM) (FIRST READING 9/14/2026)

Council Member Jackson moved to approve Proposed Ordinance No. 2026-333. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-339-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE NORTH ALABAMA DRUG TASK FORCE

Council Member White thanked Chief Gandy for taking time to answer a few questions and clarifying that HSC Participation is strictly for narcotics investigation and no focus on immigration enforcement.

Council Member Bier moved to approve Resolution No. 2026-339-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-354-R: AUTHORIZING AN AGREEMENT WITH PETHEALTH TO UTILIZE PETPOINT AND THE SERVICES OF PETHEALTH FOR ANIMAL SHELTER DATA MANAGEMENT FOR A ONE-YEAR TERM ($4,500 TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-354-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-355-R: AUTHORIZING AN AGREEMENT WITH STATION AUTOMATION INC. (DBA PSTrax) FOR THE SOFTWARE LICENSE, SETUP AND IMPLEMENTATION, HOSTING AND UNLIMITED SUPPORT OF PSTtrax's SOFTWARE AS A SERVICE MODULE OF A ONE-YEAR TERM ($10,880 TO BE PAID FROM POLICE DEPARTMENT BUDGET)

Council Member Bier verified with Chief Gandy that an existing position already exists for training and managing the software.

Council Member Lessmann moved to approve Resolution No. 2026-355-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-358-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

Council Member Goodson clarified with Chief Gandy that Resolution 2026-358-R is to apply for a grant.

Council Member White moved to approve Resolution No. 2026-358-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-359-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

Council Member Goodson moved to approve Resolution No. 2026-359-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

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

The meeting was adjourned at 7:10 p.m.

Minutes No. 2026-18-RG, dated September 28, 2026, read, approved and adopted this 12th day of October 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Kristi Brackett
Recording Secretary

RESOLUTION NO. 2026-365-R

A RESOLUTION RATIFYING THE PURCHASE OF A CHEVROLET SILVERADO THROUGH THE JOINT PURCHASING AGREEMENT WITH THE CITY OF HUNTSVILLE

WHEREAS, pursuant to Section 41-16-50(c) of the *Code of Alabama* (1975), the City of Madison, Alabama ("Madison") and the City of Huntsville, Alabama ("Huntsville"), have entered into a renewed Joint Purchasing Agreement, approved by Ordinance No. 2026-054 for the purchase of light duty vehicles from Huntsville's competitively bid contracts; and

WHEREAS, Huntsville awarded a competitively bid contract to Donohoo Chevrolet, LLC (Contract No. 5202615A), as ratified by Huntsville Resolution No. 25-963, for a term commencing December 4, 2025, and ending December 3, 2026, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, Huntsville has confirmed that Madison may continue to utilize Contract No. 5202615A for the purchase of light duty vehicles; and

WHEREAS, the Facilities and Grounds Department has requested authorization to purchase one (1) 2026 Chevrolet Silverado pickup truck through Contract No. 5202615A, and the City Council finds that such purchase will provide cost savings to Madison and serves a valid and legitimate public purpose; and

WHEREAS, due to the limited availability of the requested vehicle and the need to secure the quoted pricing prior to its expiration, the purchase was completed in order to secure significant cost savings for the City and remain within the funding authorized for this capital asset in the approved FY2027 Capital Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the purchase of one (1) 2026 Chevrolet Silverado pickup truck from Donohoo Chevrolet, LLC, in accordance with the terms of Contract No. 5202615A, is hereby authorized, ratified, and confirmed and that the Mayor, or her designee, is hereby authorized to execute any and all documents necessary to effectuate the purchase, subject to the budgetary restrictions set forth in the Council's duly adopted budget for Fiscal Year 2027; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to remit payment to Donohoo Chevrolet, LLC, for the purchase of one (1) 2026 Chevrolet Silverado pickup truck under Contract No. 5202615A, as made available through the Joint Purchasing Agreement with the City of Huntsville, and to make such budget amendments and appropriations as may be necessary to account for this expenditure.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Quote

DONOHOO CHEVROLET

1000 Greenhill Blvd NW | Fort Payne, AL 35967

Date: 10/1/2026

Bill To:	Point of Contact:
City of Madison	James Dyer (256) 509-6570

Contract
No.5202615A

2026 Chevrolet Silverado 3500HD 4WD WT	
MSRP	$66,693.00
Discount	$9,988.00
Vehicle Price	$56,705.00
NXG Steel Skirted Flat Bed XSB w/ Strobe Lighting	$8,995.00
Title Fee	$16.50
Shipping	$Pickup
Final Vehicle Price	**$65,716.50**

Quantity	1

Total Price	**$65,716.50**

RESOLUTION NO. 2026-366-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville-Madison County Emergency Management Agency (EMA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seventy Eight thousand One hundred Twenty Three dollars ($78,123.00)** for FY 27.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 12th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY** (hereinafter **"EMA"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

WHEREAS, EMA will provide aid and assistance in the event of an emergency to the City of Huntsville, City of Madison, and Madison County, Alabama as defined herein.

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

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

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

3. The City agrees to pay to EMA the sum of Seventy Eight thousand One hundred Twenty Three dollars and no cents ($78,123.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **EMA agrees that the funds appropriated by the City under this Agreement shall be used to support daily operations, preparedness efforts, emergency response, and recovery.** EMA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMA agrees to and shall provide to the City, upon

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

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

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

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

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

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

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

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

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

HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

The Huntsville-Madison County Emergency Management Agency:

- Shall provide aid and assistance to the City in the event of an emergency for the term of this Agreement. "Emergency" is defined as any occurrence, or threat thereof, whether natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

- In the event of an emergency, the extent and nature of aid and assistance provided to the City by EMA shall be at the sole discretion of EMA; however, EMA shall act in good faith in responding to any such emergency.

- In no event shall EMA be liable to the City or to any person who resides or works in the City or owns property therein, for failure to provide aid and assistance in the event of an emergency.

RESOLUTION NO. 2026-367-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON VISIONARY PARTNERS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Visionary Partners for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Sixty thousand dollars ($60,000.00)** for FY 27.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 12th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON VISIONARY PARTNERS** (hereinafter **"**MVP**"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

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

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

3. The City agrees to pay to MVP the sum of Sixty thousand dollars and no cents ($60,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. **MVP agrees that the funds appropriated by the City under this Agreement shall be used to enhance the quality of life in the City of Madison.** MVP pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MVP agrees to and shall provide to the City, upon request, an accounting with respect to

how any or all funds provided under this Agreement were expended by MVP.

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

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

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

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

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

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

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

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

MADISON VISIONARY PARTNERS

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

MVP seeks to support the City of Madison in the following key areas:

• Lead a broad-base community coalition to support needs in Madison

• Support large projects in the City of Madison

• Create community projects in the City of Madison

• Act as a fiscal sponsor in the City of Madison

Specifically, the City of Madison appropriation would be utilized in the following manner:

Exhibit A

Broad Base Community Coalition

MVP understands that the city must prioritize its projects and that capital funds can only be stretched so far. That is why MVP works on leveraging ongoing city projects with philanthropic support to improve those projects for the benefit of all in the City of Madison.

MVP has identified several key projects & events to achieve the vision identified above:

Madison Community Center- The City of Madison has completed the plan to convert the former Three Springs facility into a multi-use community center. The new Madison community center will benefit the entire community. MVP has helped secure $938,500 in pledges and donations to date, for the Madison Community Center to help offset the final price tag and will continue to support the fundraising efforts of this project.

Madison Mural Trail, Phase Two - MVP would like to add another mural to the trail.

Splash Pad -once a location is selected, MVP would like to continue fundraising for the splash pad.

Madison Visionary Awards - Our signature fundraising event honoring outstanding volunteers and announcing new Community Impact Grant recipients.

MAD(I)SON sculpture - this is on MVP's list of projects to initiate.

This public art piece would be interactive, with 7 foot tall letters that spell MADISON. The

"I" would be set back a bit so people can stand in the middle.

Gather Madison – *(New!)*
A community-wide event centered around one long table and a free shared meal in Homeplace Park. This new tradition will celebrate togetherness and gratitude during the fall season.

Fiscal Sponsorship
MVP will continue its Fiscal Sponsorship program acting as a sponsor for individuals and organizations that do not have a non 501c3 organizations allowing them to use MVP to create and implement projects that enhance the quality of life in Madison.
Acting as a conduit for philanthropic funds MVP will be able to direct donor dollars back into the community.

Community Volunteer Projects
MVP will continue its goal of creating a "net" of Madison organizations working together to successfully implement community volunteer projects and work-days to support projects that benefit our City.

Madison Visionary Partners will continue to work enthusiastically to support the Madison community. The common thread shared by community nonprofits and local government is a determination to use our respective resources to find solutions to meet today's challenges and support our community. When we weave our resources together, the fabric of the solution is stronger. MVP appreciates the past support of the City of Madison and looks forward to continuing to work together to not only meet the needs of our mutual stakeholders, but to surpass them.

RESOLUTION NO. 2026-368-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH COMMUNITY FREE DENTAL CLINIC (CFDC) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

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

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

_____

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

ATTEST:

_____

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

APPROVED this 12th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **COMMUNITY FREE DENTAL CLINIC** (hereinafter **"CFDC"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the **"City"**).

WITNESSETH:

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

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

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

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

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

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

4. **CFDC agrees that the funds appropriated by the City under this Agreement shall be used to support the Oral Health Advocacy Initiative.** CFDC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CFDC agrees to and shall provide to the City, upon request, an accounting with respect to

how any or all funds provided under this Agreement were expended by CFDC.

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

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

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

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

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

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

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

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

COMMUNITY FREE DENTAL CLINIC

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

The Community Free Dental Clinic (CFDC) is pleased to partner with the City of Madison and intends to use the FY27 funding by providing:

Community Free Dental Clinic
Serving Madison County Adults In Need

All funds will be used to help with the cost of providing free dental care to the working poor of Madison County.

Each year the clinic spends around $20,000.00 on dental supplies these supplies include:

Gloves, Masks, PPEs, gowns, face shields

Chair covering, suction tips, saliva ejectors

Dental fillings and operative care materials

Surgical tools such as forceps, elevators

Hand pieces with bur attachments

Numbing agents Septocaine, Lidocaine Mepivacaine, plus needle gauge

Prophy angles, prophy paste, toothbrushes, fluoride, toothpaste

Gauze, sutures, dry sockets paste, patient napkins, disposable infection control materials

Many more items are needed to provide care for patients this is just a summary of common dental supplies.

All supplies are purchased to treat infected teeth or provide preventive care to Madison County adults residents living at or below poverty level with no dental insurance.

For the year 2025 the clinic estimates it will treat over 4,500 patients many of them having multiple teeth treated at each appointment.

RESOLUTION NO. 2026-370-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE HOSPITAL FOUNDATION (HHF) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 12th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **HUNTSVILLE HOSPITAL FOUNDATION** (hereinafter **"HHF"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the **"City"**).

WITNESSETH:

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

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

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

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

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

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

4. **HHF agrees that the funds appropriated by the City under this Agreement shall be used to support the Parkinson's Care Clinic at Madison Hospital.** HHF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HHF agrees to and shall provide to the City, upon request, an accounting with

respect to how any or all funds provided under this Agreement were expended by HHF.

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

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

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

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

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

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

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

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

HUNTSVILLE HOSPITAL FOUNDATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

Huntsville Hospital Foundation has secured funding to provide a facility dog for Madison Hospital through our Canines for Coping program, to work with patients, staff and the Madison community in the following ways:

1. Interacts with patients in all units at Madison Hospital including medical, surgical, ICU, emergency, cardiology, and mother/baby.
2. Offers mental health support for hospital staff
3. Serves as a community ambassador for the City of Madison.

RESOLUTION NO. 2026-373-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY (BBBSTV) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 12th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY** (hereinafter **"**BBBSTV**"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

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

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

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

4. **BBBSTV agrees that the funds appropriated by the City under this Agreement shall be used to support the expansion of the community-based mentoring program and the launch of the Lunch Buddy program in the City of Madison.** BBBSTV pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, BBBSTV agrees to and shall provide to the City, upon request, an

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

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

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

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

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

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

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

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

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

BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

Big Brothers Big Sisters of the Tennessee Valley will use the $7,500 allocated by the City of Madison to support community-based and school-based mentoring programs serving Madison area youth and families.

BBBSTV creates and supports professionally monitored one-to-one mentoring relationships between carefully screened adult volunteers and local youth who would benefit from additional guidance and support. These mentoring relationships address critical community needs including economic hardship, family instability, and developmental gaps.

The allocated funds will support professional staff time for Madison area matches, volunteer screening and training, program materials and resources, educational and recreational activities, and ongoing monitoring to ensure safety, quality, and positive outcomes for all participants.

Each mentoring relationship involves thorough volunteer screening including background checks, interviews, and comprehensive training. Youth participants and their families receive orientation and ongoing support from professional staff. Mentors and mentees meet regularly for a minimum of one year, with many relationships continuing for multiple years. All services are provided at no cost to participating youth and families. Research demonstrates that mentored youth show improved academic performance, increased college enrollment rates, higher future earnings, and stronger community connections.

BBBSTV participants consistently meet personal development goals and report improved sense of belonging.

RESOLUTION NO. 2026-376-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON ARTS ALLIANCE (MAA) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 12th day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between **MADISON ARTS ALLIANCE,** a non-profit organization (hereinafter **"MAA"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "**City**").

WITNESSETH:

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

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

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

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

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

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

4. **MAA agrees that the funds appropriated by the City under this Agreement shall be used to support arts events and education in the City of Madison.** MAA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MAA agrees to and shall provide to the City, upon request, an accounting with

respect to how any or all funds provided under this Agreement were expended by MAA.

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

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

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

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

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

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

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

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

MADISON ARTS ALLIANCE

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and 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

EXHIBIT A

The Madison Arts Alliance is engaged in the following activities:

- Public Art Initiative including Murals and Sculptures
- Sounds of Summer Concert Series
- Holiday Card Lane
- Madison Public Library Art Exhibits
- Community Art Project at the Madison Street Festival

RESOLUTION NO. 2026-398-R

A RESOLUTION AUTHORIZING PURCHASE OF FOUR F-150 4X4 SUPERCREW XLT TRUCKS THROUGH CITY OF HUNTSVILLE JOINT PURCHASING AGREEMENT

WHEREAS, the City of Madison, Alabama ("Madison") and the City of Huntsville, Alabama ("Huntsville") entered into a renewed Joint Purchasing Agreement via Ordinance No. 2026-054 pursuant to Alabama Code §41-16-50(c) for the purchase of light duty vehicles from Huntsville's competitively bid contract; and

WHEREAS, Huntsville has awarded a bid contract to Woody Anderson Ford, Inc. (Contract No. 5202615A), ratified via Huntsville Resolution No. 25-963, which commenced on December 4, 2025 and lasts until December 3, 2026, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, Huntsville has confirmed Madison's continued utilization of Contract No. 5202615A for purchase of light duty vehicles; and

WHEREAS, the Public Works Department has requested authorization to purchase four (4) 2027 Ford F-150 4x4 SuperCrew XLT pickup trucks;

WHEREAS, the utilization of Huntsville's competitively bid contract with Woody Anderson Ford, Inc. provides cost savings to Madison and serves a valid and legitimate public purpose.

BE IT HEREBY 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 by the City Council of the City of Madison, Alabama, that the Finance Director is hereby authorized to purchase four (4) 2027 F-150 4x4 SuperCrew XLT pickup trucks through Woody Anderson Ford, Inc., via the City of Huntsville Joint Purchasing Agreement under Contract No. 5202615A.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Preview Order C921 - W3L - 4x4 XLT SuperCrew: Order Summary Time of Preview: 09/21/2026 13:52:27 Receipt: NA

Dealership Name: Woody Anderson Ford **Sales Code :** F21717

Dealer Rep.	Richard Bean	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	C921
Customer Name	MADISON CITY	**Priority Code**	A3	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW XLT - 145	$51915	$48540	FORD FLEET SPECIAL ADJUSTMENT	$0	$-535
145 INCH WHEELBASE	$0	$0	XLT BLACK APPEARANCE PACKAGE	$920	$837
TOTAL BASE VEHICLE	$51915	$46981	.18" GLOSS BLACK WHEELS	$0	$0
OXFORD WHITE	$0	$0	50 STATE EMISSIONS	$0	$0
SPORT CLOTH 40/CONSOLE/40	$0	$0	EXTENDED RANGE 36GAL FUEL TANK	$0	$0
BLACK	$0	$0	CONN PKG: 1 YR INCL W/FORD APP	$0	$0
EQUIPMENT GROUP 301A	$695	$633	FORD SECURITY PKG (1-YR INCL)	$0	$0
.XLT SERIES	$0	$0	PRICE CONCESSION INDICATOR	$0	$0
.8-WAY POWER DRIVERS SEAT	$0	$0	REMARKS TRAILER	$0	$0
.DUAL ZONE AUTO TEMP CONTROL	$0	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0	$-1133
.LED FOG LAMPS	$0	$0	SPECIAL FLEET ACCOUNT CREDIT	$0	$-1559
5.0L V8 ENGINE	$2595	$2362	FUEL CHARGE	$0	$17.20
ELEC TEN-SPEED AUTO TRANS	$0	$0	NET INVOICE FLEET OPTION (B4A)	$0	$7
275/65R 18 BSW ALL-TERRAIN	$0	$0	PRICED DORA	$0	$0
3.73 ELECTRONIC LOCK RR AXLE	$570	$518	ADVERTISING ASSESSMENT	$0	$0
7100# GVWR PACKAGE	$0	$0	DESTINATION & DELIVERY	$2795	$2795

	MSRP	**INVOICE**
TOTAL BASE AND OPTIONS	$59490	$52482.20
DISCOUNTS	NA	NA
TOTAL	$59490	$52482.20

ORDERING FIN: QA108 **END USER FIN:** QA108

INCENTIVES

Acc. Code ID :10 Contract/Ref # :19-962V Bid Date :07/28/26State : AL

DISCOUNTS:

$-3700.00

Customer Name:

Customer Address:

Customer Email:

Customer Phone:

INVOICE:	$52,482.20
HSV BID:	+$100.00
GPC:	-$3,700.00
TOTAL:	$48,882.20
TOTAL FOR 4:	$195,528.80

Richard Bean

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

Huntsville City Contract #5202615A

RESOLUTION NO. 2026-399-R

A RESOLUTION AUTHORIZING PURCHASE OF 2026 CATERPILLAR COMPACT TRACK LOADER FROM THOMPSON TRACTOR CO., INC., THROUGH THE STATE BID LIST

WHEREAS, the State of Alabama has awarded State Bid Contract No. MA240000004125 for the purchase of skid steer loaders and compact excavators by state agencies and political subdivisions effective July 20, 2023 through July 19, 2027; and

WHEREAS, the Public Works Department has requested the purchase one (1) 2026 Caterpillar 265 XPS Cab Compact Track Loader from Thompson Tractor Co., Inc., to which the State of Alabama has awarded a contract for skid steer loaders and compact excavators; and

WHEREAS, the Public Works Department has verified that Thompson Tractor Co., Inc., is an authorized dealer for said equipment and holds a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase one (1) 2026 Caterpillar 265 XPS Cab Compact Track Loader from Thompson Tractor Co., Inc., via contract number MA240000004125 through the State Bid list and in accordance with all applicable City policies and regulations.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Thompson CAT

PROPOSAL/EQUIPMENT ORDER

Print Date:	9/23/2026
Quote No.:	4973376770-6
Customer No:	5105500
Valid Until:	10/16/2026
PO:	
Salesman:	Ross C Sisty
Phone:	256-616-1857

PURCHASER

CITY OF MADISON
100 HUGHES RD
MADISON AL 35758

SHIP TO

CITY OF MADISON
100 HUGHES RD
MADISON AL 35758

Caterpillar 265 SN: KR419023 EQN272585 $106,020.00
NEW 2026 CATERPILLAR 265 XPS CAB COMPACT TRACK LOADER

Includes: 80" smooth bucket and 48" forks

Warrnty: 3yr / 3000 hour Premier warranty

CVA: 1000 hour PM filter kit

NOTE: Pricing reflects State of Alabama Construction Equipment Master Agreement Contract: MA240000004125 AND also the Sourcewell Contract #011723-CAT

265 05A COMPACT TRACK LOADER
CAB PACKAGE, ULTRA
HYDRAULICS, PERFORMANCE, (HP3)
IDLER WHEELS, TRIPLE FLANGE
WORKLIGHTS,LED,FRONT/REAR/SIDE
COMFORT PKG, ENCLOSED CAB,HVAC
SEAT,AIR SUSPENSION,HEAT/VENT
PACKAGE, TECHNOLOGY (T5)
FAN, COOLING, DEMAND
COUPLER, HYDRAULIC, SELF LEVEL
HOSE GUIDE, ATTACHMENT
RIDE CONTROL, NONE
REAR LIGHTS
SEAT BELT, 2"
DOOR, CAB, POLYCARBONATE
COLD STARTING PACKAGE (120V)
GUARDING / SEALING PKG, (HD1)
TRACK,RUBBER,450MM(17.7IN)BLCK
FUEL, ELECTRIC PRIMING
INTEGRATED RADIO
COUNTERWEIGHT,MACHINE,EXTERNAL
AIR CONDITIONING, R134A REF
PRODUCT LINK, CELLULAR PLE643
PACK, DOMESTIC TRUCK

Sales Subtotal	106,020.00
Tax Subtotal	0.00
Total	106,020.00

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: ☐ (Mark box if applicable.)

Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown above. Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control.

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.
New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.
Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.
With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.
The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN ORANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.
Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due. Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator’s award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. Notice of Thompson Tractor Co., Inc. and Caterpillar, Inc. Customer Data and Telematics

Data Privacy Statements Customer Data

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.
https://digitalauthorizationtool.cat.com/

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the “Privacy Statement”) describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Initial: _____

RESOLUTION NO. 2026-406-R

A RESOLUTION AUTHORIZING PURCHASE OF F-150 4X4 SUPERCREW XL TRUCK THROUGH CITY OF HUNTSVILLE JOINT PURCHASING AGREEMENT

WHEREAS, the City of Madison, Alabama ("Madison") and the City of Huntsville, Alabama ("Huntsville") entered into a renewed Joint Purchasing Agreement via Ordinance No. 2026-054 pursuant to Alabama Code §41-16-50(c) for the purchase of light duty vehicles from Huntsville's competitively bid contract; and

WHEREAS, Huntsville has awarded a bid contract to Woody Anderson Ford, Inc. (Contract No. 5202615A), ratified via Huntsville Resolution No. 25-963, which commenced on December 4, 2025 and lasts until December 3, 2026, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, Huntsville has confirmed Madison's continued utilization of Contract No. 5202615A for purchase of light duty vehicles; and

WHEREAS, the Fire Department has requested authorization to purchase one (1) 2027 Ford F-150 4x4 SuperCrew XL pickup truck;

WHEREAS, the utilization of Huntsville's competitively bid contract with Woody Anderson Ford, Inc. provides cost savings to Madison and serves a valid and legitimate public purpose.

BE IT HEREBY 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 by the City Council of the City of Madison, Alabama, that the Finance Director is hereby authorized to purchase one (1) 2027 F-150 4x4 SuperCrew XL pickup truck through Woody Anderson Ford, Inc., via the City of Huntsville Joint Purchasing Agreement under Contract No. 5202615A.

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Preview Order C999 - W1L - 4x4 XL SuperCrew: Order Summary Time of Preview: 09/28/2026 15:51:10 Receipt: NA

Dealership Name: Woody Anderson Ford **Sales Code :** F21717

Dealer Rep.	Richard Bean	**Type**	Fleet	**Vehicle Line**	F-150	**Order Code**	C999
Customer Name	MADISON CITY	**Priority Code**	A4	**Model Year**	2027	**Price Level**	715

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
F150 4X4 SUPERCREW XL - 145	$48070	$45906	BLACK PLATFORM RUNNING BOARDS	$250	$228
145 INCH WHEELBASE	$0	$0	50 STATE EMISSIONS	$0	$0
TOTAL BASE VEHICLE	$48070	$44459	TOW/HAUL PACKAGE	$1060	$964
VERMILLION RED	$660	$600	.INTEGRATED TRAILER BRAKE CONT	$0	$0
CLOTH 40/20/40 FRONT SEAT	$0	$0	EXTENDED RANGE 36GAL FUEL TANK	$0	$0
MEDIUM DARK SLATE	$0	$0	CONN PKG: 1 YR INCL W/FORD APP	$0	$0
EQUIPMENT GROUP 101A	$0	$0	FORD SECURITY PKG (1-YR INCL)	$0	$0
.XL SERIES	$0	$0	PRICE CONCESSION INDICATOR	$0	$0
.17" SILVER STEEL WHEELS	$0	$0	REMARKS TRAILER	$0	$0
5.0L V8 ENGINE	$2595	$2362	SPECIAL DEALER ACCOUNT ADJUSTM	$0	$-1052
ELEC TEN-SPEED AUTO TRANS	$0	$0	SPECIAL FLEET ACCOUNT CREDIT	$0	$-1447
265/70R 17 BSW ALL-TERRAIN	$0	$0	FUEL CHARGE	$0	$17.20
3.73 ELECTRONIC LOCK RR AXLE	$0	$0	NET INVOICE FLEET OPTION (B4A)	$0	$7
7100# GVWR PACKAGE	$0	$0	PRICED DORA	$0	$0
FORD FLEET SPECIAL ADJUSTMENT	$0	$-535	ADVERTISING ASSESSMENT	$0	$0
FRONT LICENSE PLATE BRACKET	$0	$0	DESTINATION & DELIVERY	$2795	$2795

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	$55430	$49845.20
DISCOUNTS	NA	NA
TOTAL	$55430	$49845.20

ORDERING FIN: QA108 **END USER FIN:** QA108

INCENTIVES
Acc. Code ID :10 Contract/Ref # :19-963V Bid Date :07/28/26State : AL

DISCOUNTS:
$-3700.00

CONTRACT REF. # 5202615A

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

INVOICE: $49,845.20
HSV BID: +$100.00
GPC: -$3,700.00
TOTAL: $46,245.20

Richard Bean

Customer Signature Date

This order has not been submitted to the order bank.
This is not an invoice.

RESOLUTION NO. 2026-414-R

A RESOLUTION ACCEPTING A STATEMENT OF WORK AND FEE SCHEDULE WITH ALABAMA INTERACTIVE, LLC, FOR TYLER PAYMENT INTEGRATION WITH THE CITY'S PUBLIC RECORDS REQUEST SYSTEM

WHEREAS, the City of Madison desires to provide online payment processing for its JustFOIA web-based public records request system through Tyler Payment Integration provided by Alabama Interactive, LLC; and

WHEREAS, Tyler Technologies has submitted a Statement of Work dated June 25, 2026, for payment integration with the City of Madison's public records request system; and

WHEREAS, the Statement of Work and Fee Schedule provide for transaction fees of three percent (3%) plus $1.00 for credit and debit card payments and $1.00 for ACH payments, with such fees to be paid by the customer;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept a Statement of Work Quote dated June 25, 2026, and Fee Schedule from Alabama Interactive, LLC, for Tyler Payment Integration for the City's JustFOIA web-based public records request system, said document to be substantially similar in purpose, intent, and composition to those documents attached hereto and identified as "Statement of Work" and "Fee Schedule," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Payment Integration

City of Madison, Alabama

Statement of Work
June 25, 2026

The information contained in this document is confidential, privileged and only for the intended recipient and may not be used, published, or redistributed.

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Project Overview

Date:	June 25, 2026
Project Title:	Payment Integration
Agency:	City of Madison
Agency Address:	100 Hughes Road Madison, AL 35758
Agency Contact:	Michelle Parker
Tyler Alabama Account Executive:	Samantha Eley
Description of Project:	Tyler Alabama will provide a web-based payment solution integrated with the City of Madison's Tyler ERP solution.

This statement of work is being completed under the Master Order dated as of August 25, 2022 (as amended or otherwise modified from time to time, the "Master Order"), made by the State of Alabama ("State") and Alabama Interactive, LLC, DBA NIC Alabama, ("Contractor").

NASPO Master Agreement #AR3764
Alabama MA220000003314 - Citizen Engagement Platform (E-Government Services)

Project Requirements

Payment Integration

Upon completing application, end-users will be presented with Tyler's Common Checkout Page.

Payment Integration

Tyler Alabama will provide payment integration documentation to the Tyler ERP team that can be used to integrate an application/service with the Tyler Payments Platform.

Receipt Page - Email

Users will receive an email receipt if an email has been collected. The City of Madison can be blind copied on all receipt emails if requested.

Accepted Payments

The following payment methods will be accepted: Visa, MasterCard, American Express, Discover, and ACH/eCheck. E-Commerce credit card payments will enforce both CVV and Zip Code validation. Additionally, reCAPTCHA validation will be in place for all payment types.

Financial Reporting

The agency will have access to a secure, password-protected, 24/7 reporting site by logging into Tyler Payment Platform: The Payment Engine (TPE) which is provided as a SaaS Service subject to the Commercial License Terms incorporated in Attachment D to the Master Agreement.

Available reports include:

- Order Detail
- Detailed Merchant Disbursement
- Net Revenue
- Refund Detail
- Return Detail

Available transaction details include:

- General Information: Order ID, Reference ID, Service, Payment Type, Order Date, and Status
- Customer Information: Contact Name, Phone Number, Email Address (if provided), and Billing Address
- Order Items: Order Total, Invoice ID, Date, and Total Amount
- Invoice Items: SKU, ID, Instance ID, Description, Unit Price, Quantity, and Item Total
- Transaction History: ID, Type, Date, Implement (Card or Bank Account), Amount, Status, and Batch Date
- Disbursement History: ID, SKU, Source Bank, Destination Bank, Disbursement Date, Amount, and Status

Flow of Funds & Disbursement Schedule

Tyler Alabama will provide all the means necessary for the Agency to reconcile and certify statutory funds. Tyler Alabama will transfer statutory funds to the Treasury eGov account on a weekly basis.

Tyler Alabama will act as agent of Agency for the purpose of collection of funds, and the funds become the property of Agency immediately upon receipt by Tyler Alabama. Accordingly, the End User's obligations shall be deemed satisfied upon receipt of funds by Tyler Alabama.

In the event of a refund, credit card chargeback, or ACH return, Tyler Alabama will net out funds from the following disbursement. If no future disbursements are expected, Tyler Alabama will invoice the agency to recover funds that have been disbursed.

Refunds will be issued by Tyler Alabama, only by written request from the agency. The ability to issue an electronic refund is subject to the payment type used, the customer's issuing bank, and time limitations. It is the policy of Tyler Alabama, to wait ten days from the time of payment before issuing a refund of an ACH payment to give adequate time for a return to occur before a refund is issued.

Hosting, Maintenance, Disaster Recovery

Tyler Alabama hosts and maintains its Payment Platforms in a secure infrastructure. The hosting environment includes redundant power and fire suppression, redundant internet connectivity, redundant firewalls, VPN services, nightly backups, and 24x7x365 monitoring. The payments platform has full fail-over capabilities in an alternate hosting environment.

Tyler Alabama will conduct maintenance during designated maintenance windows and during non-business hours whenever possible.

Agency will not incur any additional hosting and maintenance outside of the fees outlined in the Fee Schedule.

Service Level Agreement

Tyler Alabama will provide End-User support Monday-Friday, 8:00 AM – 5:00 PM, excluding Alabama State and Federal Holidays. Tyler Alabama will commit to an acknowledgement within (1) business day of all correspondence and inquiries from Agency and End Users; All correspondence and inquiries that are not service disruptions will be addressed by Tyler Alabama within three (3) Business Days, and Tyler Alabama will continue to work with End-User until each inquiry, research request, problem or incident is resolved.

In the event the service is rendered unavailable or if the delivery of expected critical functionality has failed (such as a comprehensive outage or consistent transaction failures), Tyler Alabama shall use commercially reasonable efforts to resolve the issue after receiving notification of such an event. Tyler Alabama shall provide the Agency with periodic reports on the status of the error and resolution.

Application Ownership

This SOW describes the transactions to be facilitated and the services to be provided through Tyler Alabama for the Tyler Payment Platform and the responsibilities of the parties for the successful completion of this project. Services and applications described in this SOW are "SaaS Services" (as defined in the Master Agreement).

The applications and services developed by Tyler Alabama pursuant to this SOW will be developed using a proprietary application development platform ("Tyler Payment Platform"). For purposes of this SOW, the Tyler Payment platform will be deemed to be SaaS Service solution under the terms of the Master Contract and provided subject to the Commercial License Terms SLA incorporated in Attachment D to the Master Agreement.

If the applications and services created using the Tyler Payment platform involve payment services, the payment processing services to be provided through Tyler Alabama and the responsibilities of the parties for the successful completion of this project are described in this SOW. All payment processing services provided hereunder are SaaS Services (as defined in the Master Agreement).

Subcontractors

Tyler Alabama will not be utilizing any subcontractors to complete the work outlined in this SOW.

Quarterly Vulnerability Scanning Requirement

As of April 1, 2024, Payment Card Industry (PCI) Data Security Standards (DSS) version 4.0 requires additional vulnerability scanning of all business applications (e.g. e-commerce applications) that redirect to third-party payment processors for credit card payments. This requirement (11.2.3), while not new, was added to the Self-Assessment Questionnaire A (SAQ A). It is understood that the business application is not designed or intended to handle any Credit Card Account data. However, requirement 11.2.3 applies to merchant web servers that host the page(s) that either 1) redirect customers from the merchant website to a TPSP/payment processor for payment processing (for example, with a URL redirect) or 2) include a TPSP's/payment processor's embedded payment page/form (for example, an inline frame or iFrame).

This requirement involves using a PCI Approved Scanning Vendor (ASV) to perform quarterly vulnerability scanning. Scans must be completed by the ASV against the external network environment (external IP address or URL) that contains the webpage with the URL redirect or embedded iFrame to connect to Tyler payment processing solutions. A clean scan is required to be submitted quarterly. The Agency may elect to utilize Tyler Alabama's PCI ASV or can provide quarterly scan attestation reports from its own PCI ASV. If the Agency elects to utilize Tyler Alabama's PCI ASV, an additional scanning license agreement will be required.

Deliverables and Fees

Tyler Alabama will provide the following deliverables to the City of Madison:

- This Statement of Work outlining project requirements and details
- Fee Schedule that will serve as the contract order
- Test Environment, with Test payment accounts, for Agency review and testing
- Letter of Acceptance for Agency signature
- Final Production Environment of Payment Platform

Project change requests must be made in writing and may incur additional time and or costs.

Fee Structure

Service Name	Description	Payor	Fee
Payment Integration	Payments Platform - Credit & Debit Card Processing	Citizen	3% + $1.00
Payment Integration	Payments Platform - ACH Processing	Citizen	$1.00

Signature

Agreed:

City of Madison, Alabama

By: _____

Printed Name: _____

Date: _____

Alabama Interactive, LLC

By: _____

Printed Name: _____

Date: _____

City of Madison, Alabama
Fee Schedule
NASPO Master Agreement #AR3764
Alabama Master Agreement MA220000003314
Purchase Order No. ALCOM20260625

Reference is made to that certain Master Order dated as of August 25, 2022 (as amended or otherwise modified from time to time, the "Master Order"), made by the State of Alabama ("State") and Alabama Interactive, LLC, DBA NIC Alabama, ("Contractor"). Defined terms used herein shall have the respective meanings set forth in the Order unless otherwise defined herein. As defined in the NASPO Master Agreement #AR3764, this Fee Schedule shall be considered an Order. The applicable government entity, City of Madison ("Purchasing Entity") and Contractor hereby agree as follows:

1. This Fee Schedule is subject to the terms and conditions of the Master Order.

2. All agencies must have a purchase order (PO) issued by the State of Alabama Office of the Chief Procurement Officer in place prior to work commencing. Work performed without a PO will be deemed a contract violation and will not be authorized as a valid order. All purchase orders must reference the NASPO Master Agreement and select "Alabama Interactive, LLC" as the fulfillment supplier under Tyler Technologies.

3. Unless otherwise indicated, these services will be provided for the term of the Master Order, and are described in more detail as follows and as may be described in the Statement of Work issued under this Fee Schedule and signed by the parties:

City of Madison			
Service Name	Description	Payor	Fee
Payment Integration	Payments Platform (Credit Card)	Citizen	3% + $1.00
Payment Integration	Payments Platform (ACH)	Citizen	$1.00

4. Contractor may deliver written notice and invoices to Purchasing Entity utilizing a reputable overnight mail carrier or electronic mail to the address referenced in the State of Alabama PO.

Participating Entity POC:	
Name: City of Madison, Alabama Email: michelle.parker@madisonal.gov Phone: 256-772-2886	
Participating Entity Mailing Address:	**Participating Entity Billing Address (if different):**
100 Hughes Road Madison, AL 35758	

IN WITNESS WHEREOF this Fee Schedule is binding as of the date fully executed (the "Effective Date").

City of Madison

By: _____

Printed Name: _____

Title: _____

Date: _____

Alabama Interactive, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2026-416-R

A RESOLUTION APPROVING A PROPOSAL FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM SIRIUS AMERICA INSURANCE COMPANY

WHEREAS, the City of Madison is required to pay for medical expenses of City inmates housed at the Madison County Detention Facility when they receive treatment from medical providers outside of the Detention Facility; and

WHEREAS, the City Council of the City of Madison desires to continue its insurance coverage to cover costs related to major health procedures for City inmates;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor's execution of the renewal policy for Catastrophic Inmate Medical Insurance from Sirius America Insurance Company through King Risk Partners, LLC, is hereby authorized 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 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 12th day of October 2026

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CATASTROPHIC INMATE MEDICAL INSURANCE©

"BUDGET PROTECTION"

Date of Proposal:	September 17, 2026
Proposed Insured:	City of Madison
City, State:	Madison, AL
Facilities Include:	Madison County Detention Facility/ Madison County Jail
Issuing Company:	SiriusPoint America Insurance Company, A.M. Best Rating "A-" Excellent
Coverage Type:	Limited Health Expense Benefits - provided outside the walls of the facility, or facilities, listed above and as outlined in the Insurance Policy.
Policy Form:	Stop-Loss
Effective Date:	October 1, 2026
Number of Inmates:	25

Specific Coverage:	**Option 1**
Per Inmate Deductible:	$5,000
Per Inmate Coverage Limit:	$250,000
Policy Maximum:	$1,000,000
Rate Per Inmate Per Month:	N/A
Covered Expenses:	**Eligible Medical Services shall accumulate to satisfy the Per Inmate Deductible as outlined below and be reimbursed at the following:**
In-Patient Hospital Services:	Lesser of the Amount Paid or 45% of Eligible Billed Charges
Outpatient Hospital Services:	
Physician Services:	
Outpatient Diagnostic and Lab Services:	
Ambulance Services:	
Medical Services and Supplies:	
Dialysis:	Lesser of the amount paid or 150% of Medicare
Prescription Drugs:	Limited to those provided and administered during a Hospital Stay; Specialty Drugs are Excluded.
Benefits/Exclusions:	
Prior-to-Booking/In-Pursuit:	Included
Security & Guarding:*	Excluded
Dental:	Excluded
HIV/AIDS:	Included
Pregnancy:	Included (Inmate Only)
Specialty Drugs:	Excluded
Substance Abuse:	Inpatient Hospitalization charges only; charges incurred at institutions providing specialized treatment, long-term care, or rehabilitation are excluded from coverage.
Mental and Nervous Disorders:	
Total Annual Premium:	**$10,335.84**

Terms and Conditions:

- This proposal is based on data submitted and other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending, or denied pending additional information, or which the prospective insured or authorized representative should otherwise be aware of.
- Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates, or factors of this offer or can void offer and coverage.
- This proposal is valid for the stated effective date shown above provided the prospective insured or its authorized representative elects one of the above options by 9/30/2026, by submitting a signed application, which will be provided after your selection is made. Until we obtain the signed application, the rates and factors are subject to change as additional information is received.
- Acceptance of this quote is contingent upon and subject to the actual terms of the policy as issued, which occurs upon binding and premium payment. If there is any conflict between this quote and the policy, the policy will govern in all cases.
- Claim Provisions:

	From:	To:
Claims Incurred:	October 1, 2026	September 30, 2027
Claims Reported:	October 1, 2026	March 31, 2028
Claims Submitted:	October 1, 2026	March 31, 2028

Printed Name: _____ Title: _____ Date: _____ Signature: _____

Attest: _____
Lisa D. Thomas
City Clerk - Treasurer

©2025 King Insurance Partners, LLC. The precise coverage afforded is subject to the terms, conditions and exclusions of the actual policies as issued by the insurance company. This document and all its contents are CONFIDENTIAL and PROPRIETARY and cannot be replaced, disclosed or duplicated to any third party without the prior, written consent of King Insurance Partners, LLC.

RESOLUTION NO. 2026-417-R

A RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT WITH DEPUTY CORPORATION LIMITED FOR ELECTRONIC TIMEKEEPING SERVICES

WHEREAS, via Resolution No. 2025-197-R, the City of Madison entered into a Professional Services Agreement and Software as a Subscription Agreement with Deputy Corporation Limited for professional services and software to set up and provide an electronic timekeeping system for City employees; and

WHEREAS, the City requested and Deputy agreed to a reduction in the scope of services to remove personnel of the Police Department from the minimum user commitment;

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 Contract Amendment with Deputy Corporation Limited for said scope reduction, said Amendment to be substantially similar in purpose, intent, and composition to the "Contract Amendment" attached hereto and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that all other terms of the existing agreement with Deputy Corporation Limited shall remain in full force and effect; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Deputy Corporation Limited as provided in its scope of work.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Contract Amendment

This Contract Amendment is made effective the date signed by all Parties below and amends the Subscription Agreement (the “Original Agreement”) dated October 1, 2025 by and between City of Madison (“Customer”) and Deputy Corporation (“Deputy”).

Capitalised terms not otherwise defined herein shall have the meaning as set forth in the Original Agreement. Unless specifically amended in this Contract Amendment, all terms and conditions in the Original Agreement remain in full force and effect.

By executing this Contract Amendment, the Parties agree to amend the Original Agreement as follows:

1. This amendment reduces the minimum user commitment from 400 to 280 users

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorised officers or representatives.

CUSTOMER

By:

Print Name:

Title: Mayor

Date Signed:

DEPUTY

By:

Print Name:

Title:

Date Signed:

RESOLUTION NO. 2026-421-R

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS DISPOSITION BY PUBLIC AUCTION

WHEREAS, the City of Madison, Alabama, has in its possession certain personal property that is no longer needed for any 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 City has determined that the vehicle identified herein is of no further useful or material value to the City and should be disposed of by consignment auction through Fowler Auction & Real Estate;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that certain personal property owned by the City of Madison, Alabama, to-wit:

One (1) 2004 Ford Expedition 4x4, VIN 1FPU16L84LA39039

is hereby declared surplus and shall be offered for sale at consignment auction through Fowler Auction & Real Estate on a date determined in coordination with the auctioneer; and

BE IT FURTHER RESOLVED that the vehicle shall be sold as-is, where-is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is authorized and directed to execute any certificates of title and other documents necessary to effectuate the sale and transfer of such personal property.

READ, PASSED, and ADOPTED this 12th day of October 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-422-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH AD4!, LLC

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 AD4!, LLC, for professional brand auditing services, said Agreement to be substantially similar in purpose, intent, and composition to professional services agreement, 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 AD4!, LLC, from the Mayor's Department budget in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") for professional services is made by and between the CITY OF MADISON, ALABAMA, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758 (the "City"), and AD4!, LLC, an Alabama limited liability company, located at 188 Waters Edge Lane, Madison, Alabama 35758 (the "Contractor"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Madison, Alabama (the "City") desires to secure the professional services of a branding and marketing firm to perform a brand audit for the City; and

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

WHEREAS, Ad4!, LLC (the "Contractor"), is an experienced and qualified provider of the services required and is capable of providing the same in a professional and timely manner; and

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

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

Section 1. Scope of Work.

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

The Contractor shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances. The Contractor shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. The Contractor shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

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

Section 2. Expense Structure.

The total compensation for services rendered by the Contractor pursuant to this Agreement shall be an amount not to exceed **Six thousand three hundred dollars ($6,300.00)**, payable on a monthly basis as services are rendered and invoiced to the City. The Contractor is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the City, terms net thirty (30) days from the date of receipt. All fees and expenses related to the Contractor's performance are included in the total compensation set forth in this Agreement, and the Contractor shall not be compensated for any additional expenses. All taxes applicable to payments made to the Contractor under this Agreement shall be the sole responsibility, obligation, and liability of the Contractor. Payment of the compensation

set forth in herein shall vest in the City complete and irrevocable ownership of all paid-for deliverables created by the Contractor, and the City shall be perpetually vested with full usage rights to the same.

Section 3. Commencement; Term.

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

Section 4. Additional Services.

In the event that the Contractor determines that additional services are necessary, the Contractor shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. The Contractor shall not proceed to provide any additional services until the Contractor receives written authorization of the Mayor. Any additional services will be performed according to the Contractor's usual and customary hourly rates: $75.00/hour for general tasks, $85.00/hour for graphic work, and $95.00/hour for web work. Any additional services approved shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

Section 5. Indemnification.

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

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

Section 6. Insurance.

The Contractor shall maintain and keep in full force and effect, at all times during the term of this Agreement and any extensions thereof, general and professional liability insurance coverage, as well as workers compensation coverage, if required by Alabama law. All insurance policies required of the Contractor under this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. The Contractor shall name the City, and its officials, employees, agents, and representatives, as additional insureds under all policies.

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

Section 7. Termination.

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

Section 8. Force Majeure.

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

Section 9. Independent Contractor Relationship.

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

Section 10. Entire Agreement; Waiver.

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

Section 11. Notices.

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

If to the City:

City of Madison, Alabama
Attn: Director of Operations and Communications
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

If to the Contractor:

Felica Sparks

Ad4!, LLC
188 Waters Edge Lane
Madison, Alabama 35758

Section 12. Alabama Immigration Law Compliance.

The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). By signing this Agreement, the Parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Section 13. Miscellaneous Provisions.

A. *Order of Precedence.* In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

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

C. *Compliance with Laws.* The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to those governing environmental protection, permitting, workplace safety, and labor standards. The 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.

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

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

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

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

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

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

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

_____
Notary Public
My Commission Expires: _____

FOR THE CONTRACTOR:
Felica Sparks
Ad 4!, LLC,
A limited liability company.

By: _____

Printed: _____

Its: _____

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____, of Ad4!, LLC, is signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

Brand Audit

For

City of Madison

September 2026

Summary

The City of Madison is at a pivotal moment. Once a small town defined by quiet neighborhoods and a strong sense of community, it has grown into one of Alabama's most dynamic and fastest-growing cities — welcoming new families, businesses, and opportunities every day. Your current brand no longer reflects who you are or where you are headed. This rebrand proposal is not about changing Madison's identity, but clarifying it: to honor your heritage while creating a bold, consistent, and welcoming brand that unifies your growth, strengthens civic pride, and positions Madison for the next ten years.

Week 1 – Determine the mission/vision of Mayor Bartlett / establish who will be interview for the brand audit (Ad4! Suggest no less than interviewing no less than 35 folks. For a city, should be more?) / Legal details. Ad4! Will create the brand based on this interviews, and give client full ownership. We also provide Brand Guide of your new brand / logo.

Week 2 – Finalize the questions of audit. I'm suggesting the following. I also suggest to be allowed to interview in person, or facetime / zoom. It's important I see folks faces when we they are interviewed. Determining who will be interviewed can be tricky. We need to have males, females, ethnicity, length of time in Madison, ages, etc. We can ask any questions you want, but we are suggesting the below:

Week 3 until whenever – Establish and set up the interviewees. We are suggesting the following: Mayor and all employees in her office, all city council, any and all employees at City Hall, heads of departments. Lastly, consider local business owners, they love to know you care about their feelings. I'd select your top 3 to 5 businesses and your top lower level business who have been in Madison very long. This phase can take up to 1 to 2 months. We can also conduct random street interviews.

Conclusion of Phase I – summary of brand audit – report will be shared with Mayor's and team, plus Ad4!'s designer. Then designing begins.

Phase II – Established tagline, brand vision and now design with associate colors. Conclusion final design and standard brand guidelines. This guideline book is what you use for duplication of your logo. It's lists versions in color, B&W, brand fonts, brand colors in both CMYK & PMS codes. In this phase we will set up a new biz card design. We always suggest we update your or re-do your city's website.

Estimate Proposal for Madison's rebranding - $6,300.00

RESOLUTION NO. 2026-424-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RAMBLETYPE, LLC, FOR TOURISM MARKETING AND BRANDING SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Rambletype, LLC, for professional tourism marketing and branding services, said Agreement to be substantially similar in purpose, intent, and composition to the professional services agreement, which is attached to this Resolution, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, 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 Rambletype, LLC, from the Mayor's Department budget in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") for professional services is made by and between the CITY OF MADISON, ALABAMA, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758 (the "City"), and Rambletype, LLC, a Virginia limited liability company, located at 1616 Caroline Street, Fredericksburg, Virginia 22401 (the "Contractor"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Madison, Alabama (the "City") desires to secure the professional services of a tourism branding and marketing firm to perform tourism marketing, branding, and web development services for the City; and

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

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

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

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

Section 1. Scope of Work.

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

The Contractor shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances. The Contractor shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. The Contractor shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

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

Section 2. Expense Structure.

The total compensation for services rendered by the Contractor pursuant to this Agreement shall be an amount not to exceed **Eighteen Thousand dollars ($18,000.00)**, payable on a monthly basis as services are rendered and invoiced to the City. The Contractor is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the City, terms net thirty (30) days from the date of receipt. All fees and expenses related to the Contractor's performance are included in the total compensation set forth in this Agreement, and the Contractor shall not be compensated for any additional expenses. All taxes applicable to payments made to the Contractor under this Agreement

shall be the sole responsibility, obligation, and liability of the Contractor. Payment of the compensation set forth in herein shall vest in the City complete and irrevocable ownership of all paid-for deliverables created by the Contractor, and the City shall be perpetually vested with full usage rights to the same.

Section 3. Commencement; Term.

This Agreement shall become effective as of the date it has been duly executed by the authorized representatives of each Party. Where the Parties execute this Agreement on different dates, the date of the latest signature shall constitute the effective date hereof. This Agreement shall expire one year after the effective date, but it may be renewed for up to two (2) consecutive one-year renewal terms if the Mayor and Contractor mutually agree to an extension in writing.

Section 4. Additional Services.

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

Section 5. Indemnification.

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

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

Section 6. Insurance.

The Contractor shall maintain and keep in full force and effect, at all times during the term of this Agreement and any extensions thereof, general and professional liability insurance coverage, as well as workers compensation coverage, if required by Alabama law. All insurance policies required of the Contractor under this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. The Contractor shall name the City, and its officials, employees, agents, and representatives, as additional insureds under all policies.

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

waive all rights of subrogation against the City, its officials, employees, agents, and representatives.

Section 7. Termination.

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

Section 8. Force Majeure.

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

Section 9. Independent Contractor Relationship.

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

Section 10. Entire Agreement; Waiver.

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

Section 11. Notices.

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

If to the City:

City of Madison, Alabama
Attn: Director of Operations and Communications
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

If to the Contractor:

Chris Muldrow
President
Rambletype, LLC
1616 Caroline Street
Fredericksburg, Virginia 22401

Section 12. Alabama Immigration Law Compliance.

The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). By signing this Agreement, the Parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Section 13. Miscellaneous Provisions.

A. *Order of Precedence.* In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

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

C. *Compliance with Laws.* The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to those governing environmental protection, permitting, workplace safety, and labor standards. The 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.

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

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

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

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

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

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

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

_____
Notary Public
My Commission Expires: _____

FOR THE CONTRACTOR:
Chris Muldrow, President of
Rambletype,
A limited liability company.

By: _____

Printed: _____

Its: _____

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF _____)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____, of Rambletype, LLC, is signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

EXHIBIT A

Proposal for the City of Madison

Marketing, Branding & Tourism Website Retainer

Prepared by Rambletype LLC
October 2026

Contact: Chris Muldrow, President
chris@rambletype.com • 540-440-1218
1616 Caroline Street, Fredericksburg, VA 22401

EXHIBIT A

Project Overview

The City of Madison is looking for a partner to help tell its story to visitors, residents and businesses. That means a clear, consistent brand, a marketing strategy that brings people to town, and a tourism website that makes it easy to plan a visit.

Rather than treating these as three separate projects with three separate price tags, we propose a monthly retainer. The City gets a dedicated team with guaranteed time every month and a fixed, predictable budget. Rambletype acts as an extension of City staff, moving between strategy, brand and web work as priorities change.

What the retainer covers

- **Marketing consulting.** Marketing strategy and planning, campaign development and digital advertising management.
- **Branding consulting.** Brand positioning, messaging, visual identity guidance and brand standards.
- **Tourism website.** Design, build, launch and ongoing improvement of a new tourism website on WordPress.

The retainer at a glance

- **Fixed monthly investment:** $1,500 per month, a fixed figure the City can budget around.
- **Guaranteed hours:** At least 10 hours of Rambletype time reserved for the City every month.
- **Preferred rate:** At our standard $185 hourly rate, 10 hours would cost $1,850. The retainer brings that to $150 per hour, a savings of $350 each month.
- **No surprise invoices:** If requests in a given month go well past 10 hours, we will talk with the City before any additional billing. Nothing beyond the $1,500 is ever charged without the City's approval.
- **Ad spend excluded:** Advertising media budgets are separate from the retainer and are always controlled by the City.

Why a retainer

Tourism marketing works best with steady attention: a new event to promote, a seasonal campaign to launch, a website page to refresh. A retainer gives the City a team that already knows its brand, its goals and its people, without having to scope and approve a new contract for every request. It also lets us plan ahead with the City, so the work builds on itself month after month.

EXHIBIT A

Introducing Rambletype

About Rambletype LLC
Rambletype LLC was founded in 2013 to help provide expertise to businesses, government organizations and other groups who are trying to leverage digital marketing and media to reach target audiences, improve the bottom line or drive action from their customers or stakeholders.

Rambletype focuses on a wide range of Web design and hosting services, with a particular focus on scalable, high-availability content management solutions including Drupal, WordPress and custom Python content management systems.

Additionally, Rambletype offers full-service social media management, search engine marketing management and online advertising services.

The scope of Rambletype's work experience includes:

- Multi-client auto-scaling content management hosting
- Google AdWords management
- Facebook Ad management
- LinkedIn ad management
- Google Analytics installation and interpretation
- Custom data management and database design
- Online newsletter integration
- Lead management solutions
- WordPress theme customization and design
- Graphic design for digital advertising
- Advertising server management
- PowerPoint design
- Very large (6 million+ unique users) Web infrastructure development

Rambletype LLC is a Limited Liability Corporation and is a SWaM-Certified Virginia Business.

Chris Muldrow will serve as the primary Point of Contact on this contract.

EXHIBIT A

Our Team Members

Project Lead—Chris Muldrow
CEO, Rambletype, LLC

Chris Muldrow is a pioneer in local Internet media. He started designing Web sites in the mid 1990s and was the founding editor of Fredericksburg.com, a local news and information portal in Fredericksburg, Virginia. Chris has since built technology and guided content and revenue strategy for online newspapers across the country.

Chris has served on the digital advisory committee for the Newspaper Association of America and has spoken at the National Main Streets Conference, regional economic development conferences and numerous news industry conferences.

Chris has supported large-scale, high-traffic Web projects, having run sites with more than 9 million monthly unique users and more than 60 million pageviews per month. He has also developed software in the real estate, employment and automotive categories and deployed mobile-compatible software across the United States. He has worked directly with local businesses to develop and launch Web sites to support their operations as well as manage large-scale digital ad campaigns and social media marketing.

Chris is also a trained journalist and editor who has worked with newsrooms and other organizations to build traffic through great content online.

Education
Bachelor of Arts in Journalism, University of South Carolina Honors College

Experience
2013-Present — Rambletype
CEO and Owner, Fredericksburg, Virginia
2017-Present – Fredericksburg.Today
Owner, Fredericksburg, Virginia
2012-Present – Germanna Community College
Adjunct instructor in Small Business Marketing and Technology, Fredericksburg, Virginia
2013 — Job.com
Vice President of Business Development, Stafford, Virginia
2010-2013 — The Free Lance-Star Publishing Company
Chief Digital Officer, Fredericksburg, Virginia
2005-2010 — Community Newspaper Holdings Inc.
Vice President of Technology and Internet Operations, Birmingham, Alabama

EXHIBIT A

1997-2005 — The Free Lance-Star Publishing Company
Editor, Fredericksburg.com, Fredericksburg, Virginia
1995-1997 — The State newspaper
Design team and copy editor, Columbia, SC

Vicky James
Digital development and marketing specialist, Rambletype LLC

A graduate of the University of Mary Washington, Vicky James has rapidly built her experience in digital development and marketing. She has built customized Wordpress databases for various clients and planned and executed site redesigns for clients like the Fredericksburg Area Association of Realtors and the Milton, Vermont, Public Library.

Vicky has built custom event management platforms for the Fredericksburg Field House, the Jeff Rouse Swim and Sports Center and the Virginia Beach Field House, and has built custom e-commerce tools for the Made In Virginia Store and Wm. Mason II Violin Shop. Vicky also manages Facebook and Google ad campaigns for multiple clients, including Stafford County Tourism and Economic Development.

Education
Bachelor of Science in Business Administration: Marketing, University of Mary Washington

Experience
2017-Present – Rambletype LLC
Digital development and marketing specialist, Fredericksburg, VA
2016-2017 – Mental Health America of Fredericksburg
Marketing Intern, Fredericksburg, VA

Alex Russell
Digital development and programming specialist, Rambletype LLC

Alex Russell is a seasoned Web developer with over 20 years of experience managing and developing Web sites and database-backed applications.

He began his career while still in high school at the Fredericksburg Free Lance-Star, and was an integral part of the team that built Fredericksburg.com. He served for over 15 years as a Web editor and developer for the high-traffic daily newspaper website.

He has designed and developed Web sites and software for local governments, military, and non-profit clients, including:
- A media-monitoring program for over 30 Air Force and Marine bases across the U.S., Asia and Europe.

EXHIBIT A

- A snow-closings database serving over 100,000 students and numerous government agencies across 9 municipalities
- Various Interactive Voice Response, SMS auto-response, and Facebook Chat applications
- Numerous e-commerce sites and storefronts, including ShopAutosOnline.com, Pawmarks Petshop, LabTechMD, and RecertifyMyDealership.com.

Alex is also an expert in audio and video production. He has received several first-place awards from the Virginia Press Association for online video in News and Sports categories.

Alex also serves as a volunteer Emergency Medical Technician for the Fredericksburg Rescue Squad

Experience:

2021 - Present: Rambletype
Web Applications Developer

2016-2021 - JTZ Enterprise
Programmer/Developer

2014-2016 - Marstel-Day
Web Applications Developer

1995-2015 - The Free Lance-Star/fredericksburg.com
Multimedia Content Coordinator

EXHIBIT A

Statement of Work – Marketing, Branding & Tourism Website Retainer

Rambletype LLC will provide ongoing marketing consulting, branding consulting and tourism website services to the City of Madison ("the City") under a monthly retainer, as described below. This Statement of Work is governed by the Rambletype LLC Master Service Agreement.

Service Area One: Marketing Strategy and Consulting

- Kickoff and discovery: review of the City's current marketing, audiences, visitor assets, events and existing materials.
- A tourism marketing plan with target audiences, key messages, seasonal priorities and measurable goals (KPIs).
- Campaign planning and creative direction for events, seasons and visitor attractions.
- Digital advertising strategy, setup and management on platforms such as Google, Meta and programmatic/retargeting networks. Ad spend is not included; see "What's not included."
- Social media and email marketing guidance, content calendars and graphic design for digital campaigns.
- Search engine optimization (SEO) recommendations for the tourism website.

Service Area Two: Branding Consulting

- Brand audit of the City's existing logos, colors, messaging and tourism materials.
- Stakeholder input sessions to define the City's brand position and visitor promise.
- Messaging framework: positioning statement, taglines and key talking points.
- Visual identity guidance, including logo refinement, color palette and typography.
- A brand standards guide so City staff and partners can apply the brand consistently.
- Branded templates for digital and social media use.

Service Area Three: Tourism Website on WordPress

We will design and build a new tourism website using our standard web development process:

Information gathering. We will review any existing tourism web presence, hosting, content and photo/video assets the City can provide.

Goals and KPIs. We will meet with City stakeholders to set goals and measurable KPIs for the site.

Site mockups. We will build a home page, an internal page and the navigation structure on a demo server for the City's review and approval.

Buildout. We will build out content sections such as things to do, events, dining, lodging, shopping, itineraries and visitor information, in phases with firm deadlines.

Training. We will train City staff to update the site, remotely or in person.



EXHIBIT A

Final approval and launch. After the City's final approval, we will move the site to its live hosting environment and coordinate the domain switchover.

Ongoing improvement. After launch, retainer hours continue to support content updates, new pages, campaign landing pages, SEO and performance improvements.

Website deliverables

1. A responsive WordPress website that functions on mobile and desktop devices.
2. Any images and files we produce to support the project.
3. Connection to a Google Analytics account with full City access.
4. Connection to a Google Search Console account owned by the City.
5. An admin user with a City-controlled email address. Rambletype will also have an admin user, which the City can remove at any time.
6. Evaluation and audit by an ADA/WCAG expert for WCAG compliance at launch.
7. The Complianz plugin installed for CCPA/GDPR compliance.
8. A copyright release granting the City ownership of the website design, code and brand assets produced under this agreement.

How the retainer works

Monthly hours. The retainer reserves at least 10 hours of Rambletype time for the City each month. We track all time and include a summary of hours and completed work with each monthly report.

Planning and priorities. We will hold a monthly planning call with the City's point of contact to review results and set priorities for the next month. Hours can move between marketing, branding and website work as the City's needs change.

Additional hours. We want the City to feel free to bring us its needs, and we may, at our discretion, go beyond 10 hours in a month at no additional cost. When requests in a given month are expected to substantially exceed the 10-hour commitment, we will contact the City's point of contact to discuss the work and provide an estimate. With the City's written (email) approval, additional hours will be billed at $185 per hour. We will not bill for hours beyond the retainer without that conversation and approval.

Unused hours. The monthly fee reserves our team's capacity for the City. Unused hours do not roll over and are not refunded. In lighter months, we will put remaining time toward proactive work, such as content, SEO and website improvements.

Larger projects. Work well outside the scope above, such as a printed visitor guide, video production or a large multi-channel campaign, may be scoped and quoted as a separate Statement of Work if the City prefers.

Responsiveness. We will respond to City requests within one business day.

EXHIBIT A

Sample timeline

Retainer hours will be weighted toward brand and website development in the first months and shift toward ongoing marketing once the site is live. A typical first six months:

- **Month 1:** Discovery, brand audit, marketing plan and website goals.
- **Months 2–3:** Brand messaging and visual direction; website sitemap and mockups.
- **Months 4–5:** Website buildout, brand standards guide and first campaigns.
- **Month 6 and beyond:** Training, website launch and ongoing marketing and optimization.

This timeline depends on timely feedback and content from the City. If the City wants to speed up the website launch, additional hours can be approved as described above.

What's not included

- Advertising spend. Media budgets for Google, Meta and other ad platforms are separate from the retainer and set by the City. The City may pay platforms directly, or Rambletype can bill ad spend at cost with the City's prior approval.
- Photography and video production. (We have access to some stock imagery, but we may need to bill for excessive use of stock images.)
- Printing, promotional items and postage.
- Licenses for plugins used. We anticipate annual plugin license fees for Complianz, RankMath, Divi, Gravity Forms and ADA compliance monitoring software. We can bill those if the City hosts with us.
- Hosting. Hosting is quoted separately below, or we can work with the hosting provider of the City's choice.

EXHIBIT A

Fees and payment schedule

Item	Fee
Monthly retainer At least 10 hours per month of marketing, branding and website services	$1,500 / month
Additional hours Only with the City's prior written approval	$185 / hour
Supported website hosting WPEngine hosting with Smart Plugin updates, Global Edge Security and site monitoring, plus one hour per month of updates and maintenance	$250 / month
Advertising spend	Not included; set by the City

The retainer will begin on _____. Rambletype will invoice the $1,500 retainer at the start of each month. Any approved additional hours will be invoiced at the end of the month in which they are performed, with an itemized summary. All invoices are payable on a NET 30 basis.

The retainer continues month to month. Either party may end it with thirty (30) days' written notice, as provided in the Master Service Agreement.

	Client	Rambletype LLC
Signature:		
Name:		Christopher H. Muldrow
Title:		President
Email Address:		chris@rambletype.com
Date Signed:		

RESOLUTION NO. 2026-327-R

A RESOLUTION APPROVING AN OFF-PREMISES WINE LICENSE FOR STEAKHOLDER, LLC, D/B/A THE NEW YORK BUTCHER SHOPPE FOR ITS LOCATION AT 125 STADIUM WAY

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an Off-Premises Wine License to **Steakholder, LLC,** doing business as **The New York Butcher Shoppe,** which has applied for said license for its location at 125 Stadium Way, Suite 230, Madison, Alabama 35758; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC Off-Premises Wine License to **Steakholder, LLC**, for The New York Butcher Shoppe located at 125 Stadium Way, Madison, AL 35758 and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City Off-Premises Wine License to **Steakholder, LLC,** doing business as The New York Butcher Shoppe.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

THE CITY OF MADISON ALABAMA
plant your roots

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

Date: October 7, 2026

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Steakholder LLC
DBA: The New York Butcher Shoppe
Off-Premises Wine License

Please find attached a copy of the checklist for Steakholder LLC, doing business as The New York Butcher Shoppe, regarding their application for an Off-Premises Wine License for their location at 125 Stadium Way, Suite 230, Madison, AL.

The business is applying for an Off-Premises Wine License because it is a new establishment in the City of Madison.

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

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

THE CITY OF MADISON ALABAMA
plant your roots

Checklist for Beer/Wine/Liquor License

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

Owner Name: Steakholder LLC

Business Name: The New York Butcher Shoppe

Business Location: 125 Stadium Way Suite 230, Madison, AL 35758

Mailing Address: 125 Stadium Way Suite 230 Madison, AL 35758

Phone:

APPLICATION FEE:

Date Paid: 8/11/2026 Amount: $ 100.00 Receipt #: 3715

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent:

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfroe Title Investigations Assistant

Date Completed: 8/12/2026

BUILDING DEPARTMENT APPROVAL:

Letter Sent:

Inspection: ☑ Approved ☐ Disapproved

Inspection Completed By: [signature] Title Building Director

Date Completed: 10-1-26

FIRE DEPARTMENT APPROVAL:

Letter Sent:

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Scott Adams [signature] Title Deputy Fire Marshal

Date Completed: 10-5-26

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 8/11/2026

Date Placed: 8/12/2026 Newspaper: 08/19/2026

Publication Fee Paid: $184

Date Paid: 8/11/2026 Receipt #: 3714

Date of Public Hearing: 5/26/2026

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

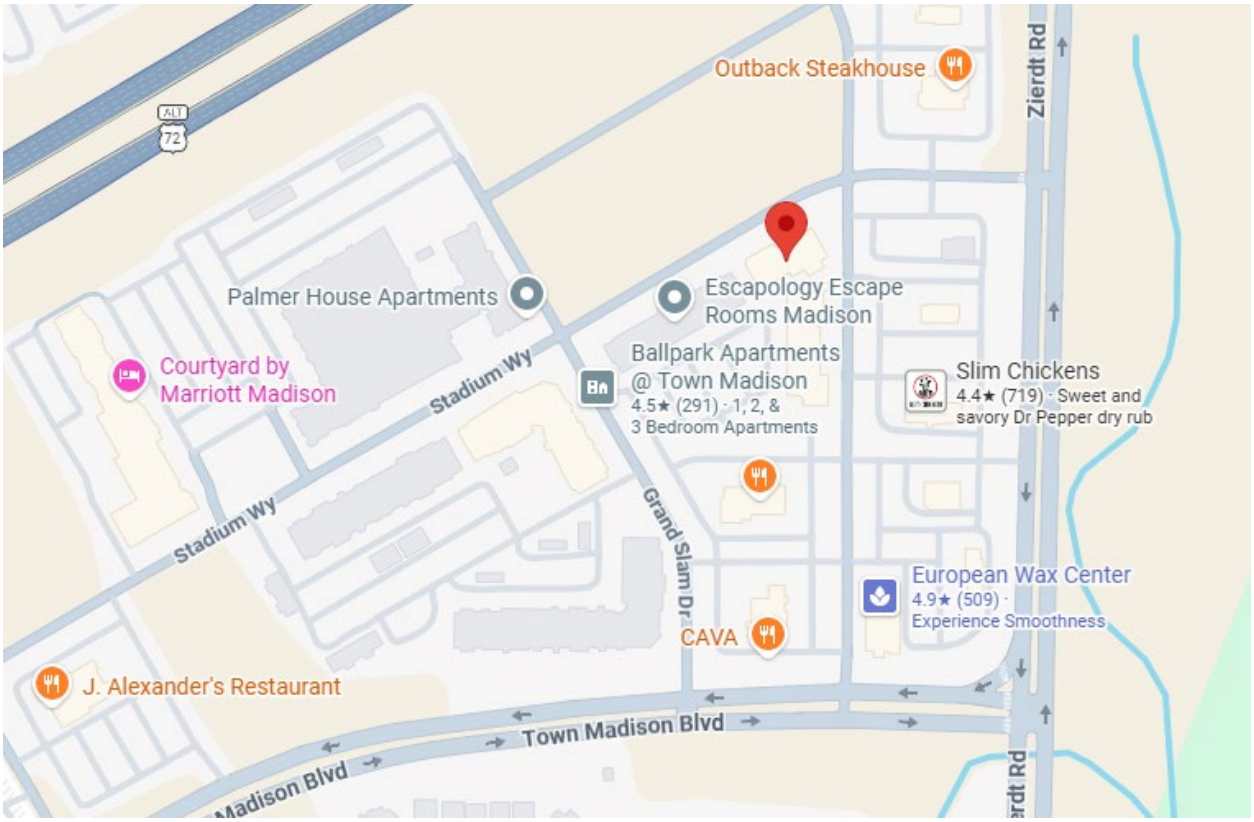
CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____




Outback Steakhouse
Zierdt Rd
ALT
72
Palmer House Apartments
Escapology Escape Rooms Madison
Courtyard by Marriott Madison
Stadium Wy
Ballpark Apartments @ Town Madison
4.5★ (291) · 1, 2, & 3 Bedroom Apartments
Slim Chickens
4.4★ (719) · Sweet and savory Dr Pepper dry rub
Stadium Wy
Grand Slam Dr
European Wax Center
4.9★ (509) · Experience Smoothness
CAVA
J. Alexander's Restaurant
Town Madison Blvd
Madison Blvd
rdt Rd

RESOLUTION NO. 2026-363-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TTL, INC. FOR THE EASTVIEW DRIVE SIDEWALK EXTENSION- ROW ACQUISITION

NOW THEREFORE, 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 TTL, Inc., for professional rights-of-way acquisition support services for Project No. 26-005 the Eastview Sidewalk Extension, said Agreement to be substantially similar in purpose, intent, and composition to the scope of work and professional services agreement attached hereto, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 TTL, Inc., from the Engineering Department budget in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

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

ATTEST:

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

APPROVED this _____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") for professional services is made by and between the CITY OF MADISON, ALABAMA, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758 (the "City"), and TTL, Inc., an Alabama corporation located at 3516 Greensboro Avenue, Tuscaloosa, AL 35401 (the "Consultant"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Madison, Alabama (the "City") desires to obtain rights-of way acquisition support on the Project 26-005 the Eastview Drive Sidewalk Extension;

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

WHEREAS, the services to be provided by the Consultant constitute professional services under the Alabama Bid Law (Competitive Bid Law, ALA. CODE § 41-16-50 et seq., and Alabama Public Works Law, ALA. CODE § 39-2-1 et seq.) and are therefore exempt from the competitive bidding requirements set forth therein; and

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

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

Section 1. Scope of Work.

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

The Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances. The Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. The Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

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

Section 2. Compensation.

The total compensation for services rendered by the Consultant pursuant to this Agreement. shall be an amount not to exceed **Fifteen Thousand Dollars ($15,000.00)**, payable on a monthly basis as services are rendered and invoiced to the City. The Consultant is solely responsible for the submission of monthly

detailed invoices outlining the work performed and the payment due from the City, terms net thirty (30) days from the date of receipt. All fees and expenses related to the Consultant's performance are included in the total compensation set forth in this Agreement, and the Consultant shall not be compensated for any additional expenses. All taxes applicable to payments made to the Consultant under this Agreement shall be the sole responsibility, obligation, and liability of the Consultant. Payment of the compensation set forth in herein shall vest in the City complete and irrevocable ownership of all paid-for deliverables created by the Consultant, and the City shall be perpetually vested with full usage rights to the same.

Section 3. Commencement; Term.

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

Section 4. Additional Services.

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

Section 5. Indemnification.

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

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

Section 6. Insurance.

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

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

iii. One million dollars ($1,000,000.00) Personal and Advertising Injury, combined single limit or equivalent;

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

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

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

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

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

Section 7. Termination.

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

Section 8. Force Majeure.

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

Section 9. Independent Contractor Relationship.

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

Section 10. Entire Agreement; Waiver.

This Agreement constitutes the entire Agreement between the Parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. This Agreement supersedes all other agreements between the Parties, including its exhibits and attachments. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of the Consultant and the City. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of the right of such Party to subsequently enforce and compel strict compliance with every

provision of this Agreement. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Section 11. Notices.

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

If to the City:

City of Madison, Alabama
Attn: Director of Engineering
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

If to the Consultant:

TTL, Inc.
101 Quality Circle NW, Suite 130
Huntsville, Alabama 35806

Section 12. Alabama Immigration Law Compliance.

The Parties agree to comply with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, codified at Sections 31-13-1 through 31-13-36 of the *Code of Alabama* (1975). By signing this Agreement, the Parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

Section 13. Miscellaneous Provisions.

A. *Order of Precedence.* In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any exhibit or attachment hereto, the terms set forth in the body of this Agreement shall prevail.

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

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

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

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

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

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

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

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

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

_____
Notary Public
My Commission Expires: _____

FOR THE CONSULTANT:
TTL, Inc.
An Alabama corporation.

_____
Charles R. Oligee, Principal Engineer

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, the undersigned Notary Public, in and for said County, in said State, hereby certify that Charles R. Oligee, whose name as Principal Engineer of TTL, Inc., is signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said company, on the day the same bears date.

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

_____
Notary Public
My Commission Expires: _____

101 Quality Circle NW, Suite 130
Huntsville, AL 35806
256-384-6868
www.ttlusa.com

September 15, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attn: Ms. E. Michelle Dunson, P.E. CFM (michelle.dunson@madisonal.gov)
Deputy City Engineer

RE: Proposal for Right-of-Way Acquisition Support
Eastview Drive Sidewalk Extension – McAdoo Drive to Dusty Trail
Madison, Madison County, Alabama
TTL Project Number: 250503200.02

Dear Ms. Dunson:

TTL, Inc. (TTL), is pleased to provide this proposal to the City of Madison for professional services associated with the Eastview Drive Sidewalk Extension project. We have prepared this proposal to outline our understanding of the project, our proposed scope of services, schedule, fee, and to establish a contractual agreement for our services.

PROJECT INFORMATION

TTL was retained by the City of Madison in November 2025, to prepare a preliminary design for continuation of the existing sidewalk on the south side of Eastview Drive, beginning near McAdoo Drive and extending approximately 3,025 feet east to Metaire Lane. The preliminary design included a section of sidewalk connecting the existing sidewalk on Chadwick Lane to the proposed sidewalk along Eastview Drive. Figures 1 and 2 on the following page illustrates the approximate alignment of these proposed sidewalk segments.

During an on-site, 30% design review meeting, a potential concern was identified with having adequate site distance at the planned crossing at Metaire Lane. Following this meeting, we understand the City reevaluated the crossing at Metaire Lane and is proposing to extend the sidewalk approximately 951 feet east with a crossing at Dusty Trail. Figure 3 on the following page shows the extension of the project from Metaire Lane to Dusty Trail.

We understand the City is planning to seek funding for the project through the Transportation Alternatives Program (TAP), administered through the Huntsville Area Metropolitan Planning Organization (MPO). The following sections present our proposed scope of services to assist the City with acquiring the necessary right-of-way for the project.



Figure 1

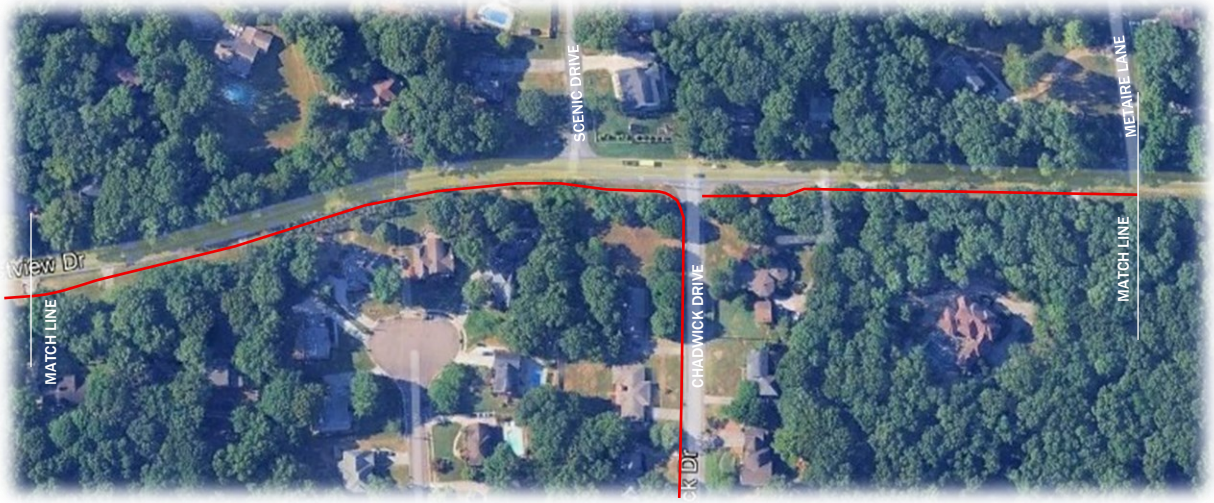


Figure 2



Figure 3

SCOPE OF SERVICES

We understand that the City is planning to acquire additional right-of-way (ROW) along Eastview Drive to accommodate construction of the proposed sidewalk. Based on the preliminary design for the sidewalk extension between McAdoo Drive and Metaire Lane, and the anticipated sidewalk alignment between Metaire Lane and Dusty Trail, we anticipate ROW acquisition will affect the following properties:

- 494 Eastview Drive
- 98 Mabry Drive
- 450 Eastview Drive
- 322 Eastview Drive
- 278 Eastview Drive
- 264 Eastview Drive
- 248 Eastview Drive
- 226 Eastview Drive
- 214 Eastview Drive
- 124 Lewter Drive

TTL will assist the City with preparation of the necessary ROW maps, tract sketches, and legal descriptions. All surveying services will be provided to the Minimum Standard Detail Requirements listed in the Standards of Practice for Surveying in the State of Alabama.

SCHEDULE

Based on our understanding of the project, we can begin fieldwork within one week of issuance of a formal authorization to proceed. We expect draft ROW maps, tract sketches, and legal descriptions can be completed in about four weeks following concurrence of the City of Madison with the design and proposed ROW limits.

COMPENSATION

We propose to perform the Scope of Services outlined in this proposal for a lump sum fee of $15,000. Should field or other conditions beyond TTL's control result in actual costs potentially exceeding the proposed fee, such overages will not be incurred by TTL without prior approval by the City of Madison. The scope of services outlined in this proposal is limited to the services as described herein.

AUTHORIZATION

If this proposal for professional services meets with your approval, please authorize and return a signed copy of the attached Professional Services Agreement (PSA).

CLOSING

TTL appreciates the opportunity to provide professional services on this important project. If you have questions or need additional information, please contact our office at your convenience.

Sincerely,

TTL, Inc.

Eric Bridwell
Senior Designer

Charles R. Oligee, P.E.
Senior Engineer

Attachment: TTL Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 250503200.02 **PROJECT NAME:** Eastview Drive Sidewalk Extension - ROW Acquisition

This Agreement made and entered into on September 15, 2026 **by and between TTL, Inc., hereinafter called "Consultant" and** City of Madison Alabama **hereinafter called "Client" is for the services described under this Agreement.**

☐ By checking this box, Consultant and Client indicate that this Agreement will also serve as a Master Services Agreement (MSA) between the two entities. The term for the MSA shall commence upon the full execution of this Agreement and expire on _____.

1. **SCOPE OF SERVICES**: Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **ACCEPTANCE**: Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.

3. **CHANGE ORDERS**: Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.

4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
   For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of $ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.

5. **THIRD PARTY RELIANCE**: This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

6. **LIMITATION OF LIABILITY**: CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. **INDEMNIFICATION**: Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.

8. **STANDARD OF CARE (WARRANTY)**: The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.

9. **INSURANCE**: Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occurrence / $2,000,000 aggregate); (iii) automobile liability insurance ($1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance ($1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES**: Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

11. **OPINIONS OF COST**: Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

12. **SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.

13. **TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.

14. **SAMPLE DISPOSITION**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall

Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, Consultant's related companies, Consultant's sub-consultants or subcontractors, and the agents, representatives, officers, directors, members, managers and shareholders of all of the foregoing harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any person or entity from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. **UNFORESEEN CIRCUMSTANCES**: It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

16. **UTILITIES**: Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.

17. **GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.

18. **SITE ACCESS AND SAFETY**: Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.

19. **OWNERSHIP OF DOCUMENTS**: All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

20. **WAIVER**: Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

21. **DISPUTE RESOLUTION**: In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

22. **GOVERNING LAW**: Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.

23. **SURVIVAL**: All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

24. **TERMINATION**: This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.

25. **SEVERABILITY**: Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT		**CONSULTANT**	
ENTITY NAME:		ENTITY NAME:	TTL, Inc.
CONTACT NAME:		CONTACT NAME:	Charles R. Oligee
TITLE:		TITLE:	Principal Engineer
ADDRESS:		ADDRESS:	101 Quality Circle NW, Suite 130
CITY AND STATE:		CITY, STATE, ZIP:	Huntsville, AL 35806
OFFICE PHONE:		OFFICE PHONE:	
CELL PHONE:		CELL PHONE:	256-682-5544
EMAIL:		EMAIL:	charles.oligee@ttlusa.com
SIGNED:		SIGNED:	
DATE:		DATE:	

RESOLUTION NO. 2026-402-R

A RESOLUTION AUTHORIZING THE PURCHASE OF WETLANDS CREDITS FROM ROBINSON SPRING MITIGATION BANK

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City is authorized to purchase wetland credits from Robinson Spring Mitigation Bank for Project 25-017 Garner Extension, Phase 3, in accordance with the terms described in the quotation attached hereto and incorporated herein; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to issue payment in the amount of Ten Thousand Four Hundred Fifty Dollars ($10,450.00) in accordance with the quotation incorporated herein and as 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 12h day of October 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of October 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Robinson Spring Mitigation Bank

Jackson County Alabama

Robinson Spring, LLC
120 Holmes Avenue, Suite 200
Huntsville, Alabama 35801
Federal ID No. 20-4550300

QUOTE

September 19, 2026

Michael Johnson, P.E., City Engineer
City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Multiuse Site (Garner Street – Ph3)
Madison, Madison County, Alabama
USACE File No: LRN-2015-00347

Wetland Credits

0.19 Credits @ $55,000/credit		$10,450.00
	TOTAL	**$10,450.00**

Note: This Quote is valid for 30 days from the above referenced date. Wetland and Stream credits are available on a first-come first-serve basis. Credits cannot be held without payment in full.

RESOLUTION NO. 2026-409-R

RESOLUTION TO AWARD BID NO. 2026-011-ITB
FOR THE SUNSHINE OAKS RESTROOM BUILDING PROJECT

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the Sunshine Oaks Restroom Building project (hereinafter, cumulatively, "Project"); and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about September 30, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

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

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

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

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

SECTION 2. That award of this Project is hereby made to **EMW Construction, Inc.**, as the lowest responsible, responsive bidder in the Bid amount of two hundred forty-nine thousand dollars ($249,000.00), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon the finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **EMW**

Construction, Inc., of the City's intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters required by the City's plans and specifications.

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

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

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

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

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

THE CITY OF MADISON ALABAMA
plant your roots

2026-011-ITB | Sunshine Oaks - Restroom Building Project
Issued September 9, 2026

BID TABULATION

BIDDER NAME	EMW Construction, Inc.	Stanley Graham Construction, LLC	Stilwell Construction, Inc.	Hogan's Mechanical Services, LLC
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y
ATTENDED MANDATORY PRE-BID MEETING	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y
ACKNOWLEDGED ADDENDUM #1	Y	Y	Y	Y
TOTAL BASE BID	$249,000.00	$258,484.00	$298,090.96	$449,426.00

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

Alicia Walden
Bid and Contract Coordinator

Sworn to and subscribed before me this 30th day of September, 2026.

KRISTEN N BRUSETH
My Commission Expires
NOTARY PUBLIC
12-12-2029
ALABAMA STATE AT LARGE

Notary Public

City of Madison, Alabama
Bid Number: 2026-011-ITB
Project: Sunshine Oaks – Restroom Building Project
Issued: September 9, 2026

BIDDER PRICING SHEET

BIDDER NAME: EMW Construction, Inc.

ADDRESS: 25797 Drawbaugh Rd.

CITY/STATE/ZIP: Athens, Al 35613

Base Bid Subtotal:	$ 229,000.00
Contingency	+ $20,000.00
Total Base Bid:	= $ 249,000.00

I, John S. Martin, as President for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

9/30/2026
Date

Signature of Authorized Representative

RESOLUTION NO. 2026-415-R

A RESOLUTION AUTHORIZING GRANT ACCEPTANCE, PURCHASE, AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR NEIGHBORHOOD PARKS

WHEREAS, by virtue of passage of Resolution No. 2014-138-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the National IPA which has been acquired by Omnia Partners; and

WHEREAS, Alabama Code §39-2-2(e)(3)(a) excludes contracts for the purchase, design, and installation of playground equipment from the operation of Title 39, the Public Works Bid law, as long as they are otherwise in compliance with §41-16-51(a)(16) of the Code of Alabama; and

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

WHEREAS, the Facilities and Grounds Department has verified that PlayCore Wisconsin, Inc., d/b/a GameTime, is an authorized dealer and certified installer for said playground equipment, is a participating OMNIA Partners vendor holding a valid Alabama business license, to which OMNIA has awarded a competitively bid contract (Contract Number 2017001134) to GameTime; and

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

WHEREAS, GameTime has offered grant funds in the amount of two hundred fifty thousand eight hundred six dollars and forty-nine cents ($250,806.49) through its 2026 Matching Funds Grant Program for use towards the purchase of the playground equipment;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City fourteen separate pricing quotes for the purchase and installation of playground equipment, said pricing proposals substantially similar in purpose, intent, and composition to those certain documents attached (Attachment A: Browns Ferry Park Equipment Purchase ($138,841.82) and Installation ($233,992.81); Attachment B: Carter Park Equipment Purchase ($31,859.54) and Installation ($26,449.00); Attachment C: Governor Park Equipment Purchase ($27,529.22) and Installation ($20,049.00); Attachment D: Madison Point Park Equipment Purchase ($28,401.49) and Installation ($23,152.00); Attachment E: Rainbow Mountain Park Equipment Purchase ($25,174.91) and Installation ($19,049.00); Attachment F: Stavemill Park Equipment Purchase ($28,401.49) and Installation ($24,721.00); and Attachment G: Westgate Park Equipment Purchase ($30,472.98) and Installation ($23,777.00), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Mayor, Finance Director, and Director of Facilities and Grounds are authorized to submit and finalize documentation necessary to accept matching funds in the amount of $250,806.49 through GameTime's 2026 Matching Funds Grant Program, and said grant funds shall be used by the City of Madison Facilities and Grounds Department to purchase the neighborhood park equipment described above; and

BE IT FURTHER RESOLVED that, the Mayor is authorized and directed to execute a contractor services agreement with PlayCore Wisconsin, Inc. d/b/a GameTime, for the installation of the new playground equipment, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Attachment A



Struthers Recreation
3296 Pelham Pkwy
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Browns Ferry Park
Proposed Playground
Option 2

Colors

GameTime Palette: **Verano** **-or-** Individual Color Choices Below

Accent/Arch:	**Vanilla**	Plastic (roof):	**N/A**	Shade Fabric:	**Turquoise**
Basic (uprights):	**Ocean**	Plastic (rock):	**N/A**	Site Frame:	**Ocean**
Deck:	**Blue**	HDPE:	**Azure**	Site Plank:	**Blue**
Plastic (roto):	**Spring Green**	2 Color HDPE:	**Azure/White**	Surfacing:	**Turf**
Plastic (tube):	**Spring Green**	Shade Metal:	**N/A**		



Struthers Recreation
3296 Pelham Pkwy
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Browns Ferry Park

Proposed Playground
Option 2

Colors

GameTime Palette: **Verano** **-or-** Individual Color Choices Below

Accent/Arch:	**Vanilla**	Plastic (roof):	**N/A**	Shade Fabric:	**Turquoise**
Basic (uprights):	**Ocean**	Plastic (rock):	**N/A**	Site Frame:	**Ocean**
Deck:	**Blue**	HDPE:	**Azure**	Site Plank:	**Blue**
Plastic (roto):	**Spring Green**	2 Color HDPE:	**Azure/White**	Surfacing:	**Turf**
Plastic (tube):	**Spring Green**	Shade Metal:	**N/A**		



Struthers Recreation
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Pelham, Alabama 35124
StruthersRecreation.com

Project

Browns Ferry Park
Proposed Playground
Option 2

Colors

GameTime Palette: **Verano** **-or-** Individual Color Choices Below

Accent/Arch:	**Vanilla**	Plastic (roof):	**N/A**	Shade Fabric:	**Turquoise**
Basic (uprights):	**Ocean**	Plastic (rock):	**N/A**	Site Frame:	**Ocean**
Deck:	**Blue**	HDPE:	**Azure**	Site Plank:	**Blue**
Plastic (roto):	**Spring Green**	2 Color HDPE:	**Azure/White**	Surfacing:	**Turf**
Plastic (tube):	**Spring Green**	Shade Metal:	**N/A**		



Struthers Recreation
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StruthersRecreation.com

Project

Browns Ferry Park

Proposed Playground
Option 2

Colors

GameTime Palette: **Verano** **-or-** Individual Color Choices Below

Accent/Arch:	**Vanilla**	Plastic (roof):	**N/A**	Shade Fabric:	**Turquoise**
Basic (uprights):	**Ocean**	Plastic (rock):	**N/A**	Site Frame:	**Ocean**
Deck:	**Blue**	HDPE:	**Azure**	Site Plank:	**Blue**
Plastic (roto):	**Spring Green**	2 Color HDPE:	**Azure/White**	Surfacing:	**Turf**
Plastic (tube):	**Spring Green**	Shade Metal:	**N/A**		



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3296 Pelham Pkwy
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

Browns Ferry Park

Proposed Playground
Option 2

Colors

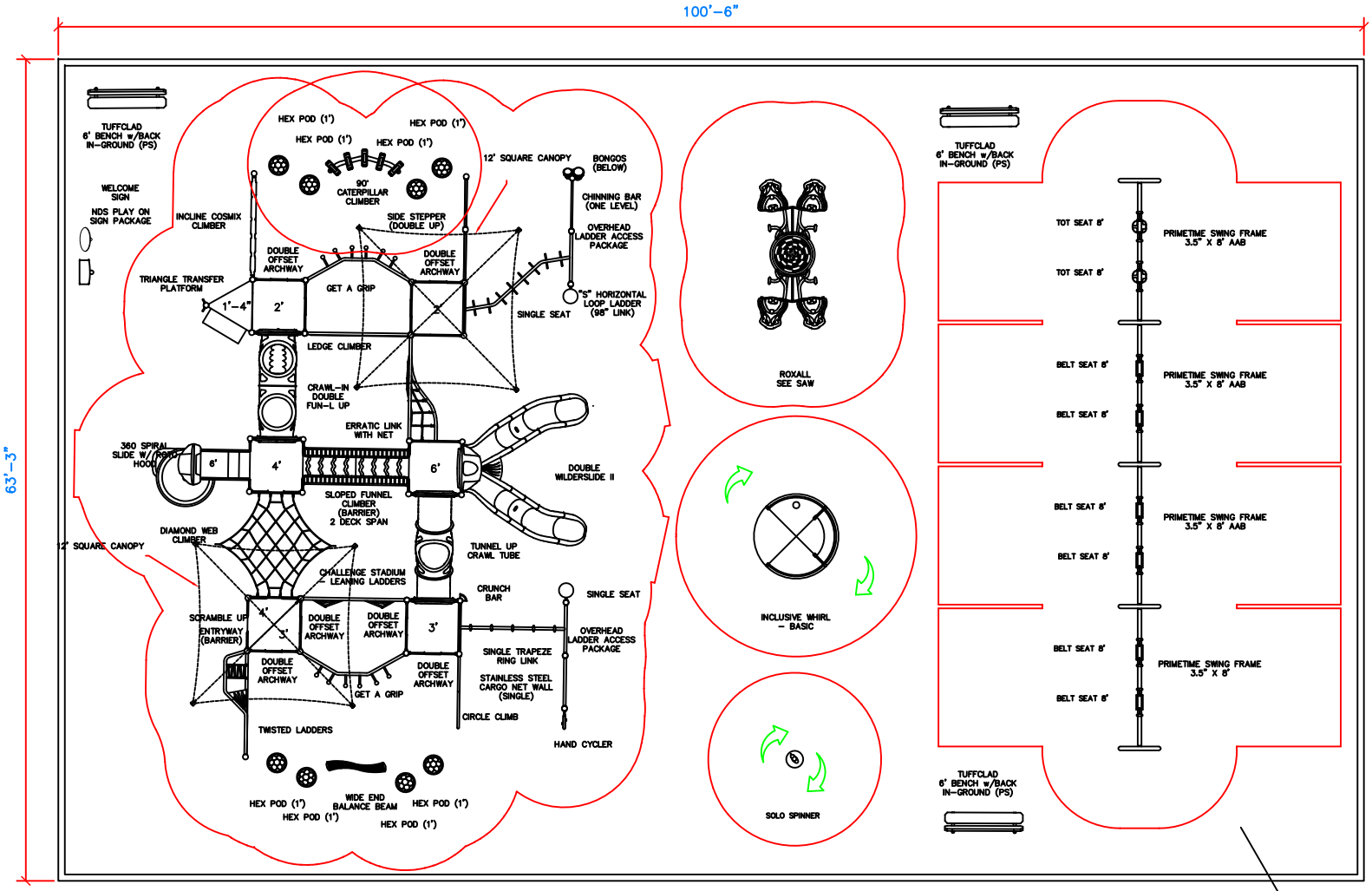
GameTime Palette: **Verano** **-or-** Individual Color Choices Below

Accent/Arch:	**Vanilla**	Plastic (roof):	**N/A**	Shade Fabric:	**Turquoise**
Basic (uprights):	**Ocean**	Plastic (rock):	**N/A**	Site Frame:	**Ocean**
Deck:	**Blue**	HDPE:	**Azure**	Site Plank:	**Blue**
Plastic (roto):	**Spring Green**	2 Color HDPE:	**Azure/White**	Surfacing:	**Turf**
Plastic (tube):	**Spring Green**	Shade Metal:	**N/A**		

STRUTHERS RECREATION
PO BOX 1178, PELHAM, AL 35124
P 205.663.5058 | T 800.221.8869
F 205.663.5012
STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614



PROJECT
BROWNS FERRY PARK
Proposed Playground Option 2

PROJECT MANAGER
KIGHT JONES

REVISIONS

AGE GROUP: 5-12

LxW: 101 x 64

DRAWN BY: R. SUDDATH

DATE: 04.14.26

DWG NAME: 107839 - A2

SCALE: NTS

QUOTE

107839-01-03 • 09/28/2026

City of Madison Parks and Recreation - Browns Ferry Park - Option 2 - Equipment Only

Customer:

City of Madison Parks and Recreation in Alabama
100 Hughes Road
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - Welcome Sign**	$580.96	$580.96
1	14927	**GameTime - NDS Play On Sign Package**		
1	RDU	**GameTime - 107839 - D1 Custom Play Structure**	$187,586.00	$187,586.00
1	6245	**GameTime - RoxAll See Saw**	$13,096.00	$13,096.00
1	6262	**GameTime - Inclusive Whirl - Basic**	$18,034.00	$18,034.00
1	6246	**GameTime - Solo Spinner**	$2,667.00	$2,667.00
1	5316	**GameTime - 8' Primetime Swing Frame**	$2,052.00	$2,052.00
3	5317	**GameTime - 8' Primetime Swing Add-A-Bay**	$1,445.00	$4,335.00
4	5287	**GameTime - Belt Seat for 8' Toprail**	$286.00	$1,144.00
2	5376	**GameTime - Zero-G (5-12) Yellow 8' Height**	$989.00	$1,978.00
2	5293	**GameTime - Enclosed Tot Seat for 8' Toprail**	$424.00	$848.00
3	28009	**GT-Site - 6' P/S Bench W/Back Inground**	$1,130.00	$3,390.00

Contract: OMNIA #2017001134

Sub Total	$235,809.03
Grant	($98,667.21)
Freight	$1,700.00
Grand Total	**$138,841.82**

QUOTE

107839-01-03 • 09/28/2026

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 30, 2026 OR UNTIL EXHAUSTION OF FUNDS.
- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
    - Signed check for the total amount of quote made payable to GameTime
    - Fully executed acceptance page, signed by an authorized purchaser
    - Color selections for all equipment and surfacing (if applicable)
    - Sales tax exemption form (if applicable)

QUOTE

107839-01-03 • 09/28/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

107839-01-03 • 09/28/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$138,841.82**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

107839-01-04 • 09/25/2026

City of Madison Parks and Recreation - Browns Ferry Park - Option 2 - Install Only

Customer:

City of Madison Parks and Recreation in Alabama
100 Hughes Road
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	TURF	**GT-Impax - 6,196 SF of Synthetic Turf Safety Surfacing** 6196 SF 2.5" thick system at 8' CFH (2" pad plus .5" for turf and infill) Brock Foam Pad Attenuation Layer Anti-Microbial Coated Sand Infill Flush Edge Pro Play Optimum Color: Field Green Pile: 1.25" Face Weight: 65 oz./square yard	$173,212.81	$173,212.81
1	INSTALL	**GameTime - Installation of Play Equipment and Concrete Curb** Owner to provide clear, level site. Owner to provide accessible sidewalk to playground.	$60,780.00	$60,780.00

Contract: OMNIA #2017001134

Sub Total	$233,992.81
Grand Total	**$233,992.81**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

107839-01-04 • 09/25/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

107839-01-04 • 09/25/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$233,992.81**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

Attachment B



STRUTHERS RECREATION

Shade Tree

GameTime A PLAYCORE Company



STRUTHERS RECREATION

Shade Tree

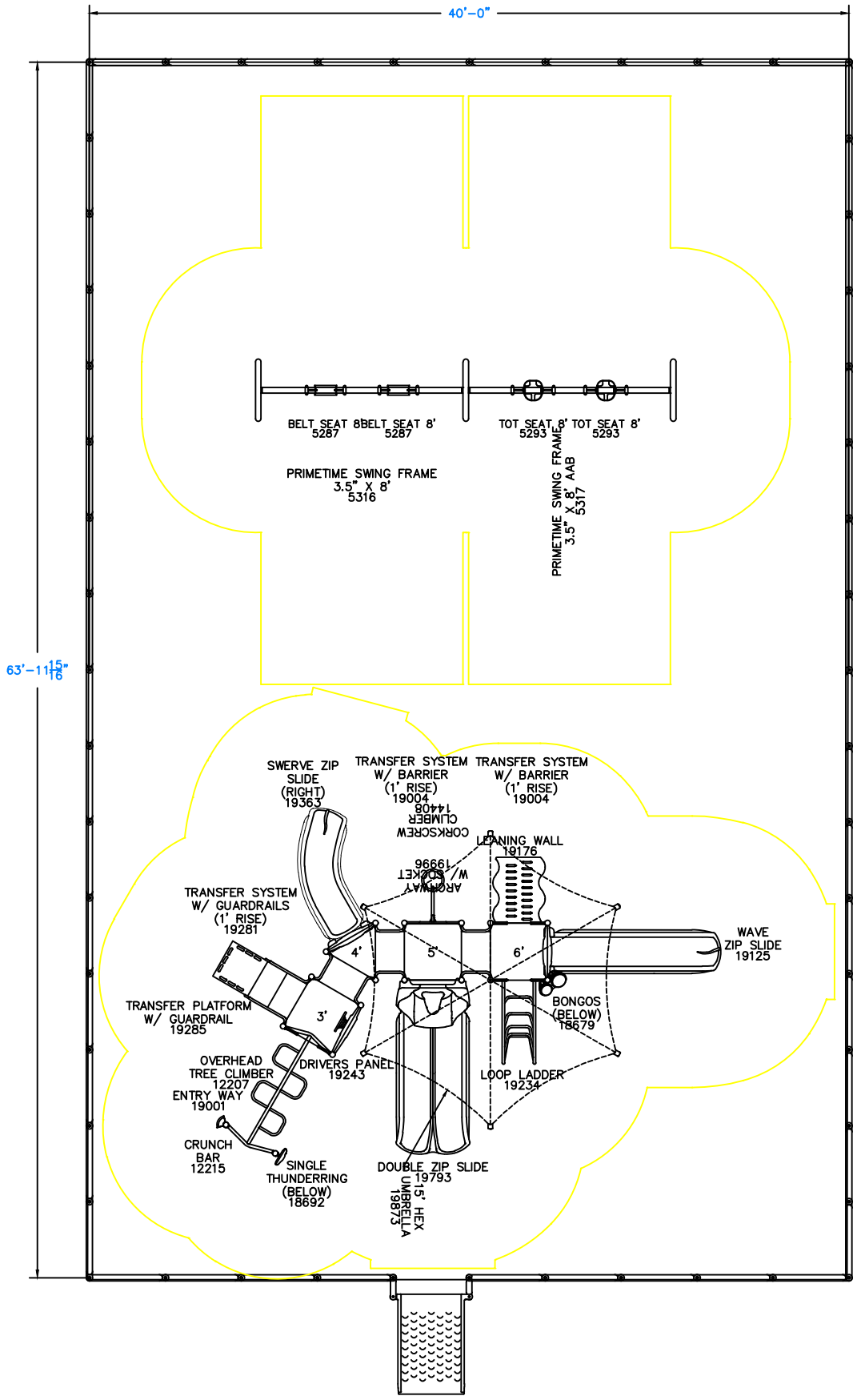
GameTime A PLAYCORE Company



STRUTHERS RECREATION

2 Bay Swing

GameTime A PLAYCORE Company


40'-0"
63'-11 15/16"
BELT SEAT 8' 5287
BELT SEAT 8' 5287
TOT SEAT 8' 5293
TOT SEAT 8' 5293
PRIMETIME SWING FRAME 3.5" X 8' 5316
PRIMETIME SWING FRAME 3.5" X 8' AAB 5317
SWERVE ZIP SLIDE (RIGHT) 19363
TRANSFER SYSTEM W/ BARRIER (1' RISE) 19004
TRANSFER SYSTEM W/ BARRIER (1' RISE) 19004
CORKSCREW CLIMBER 14408
LEANING WALL 19176
ARCHWAY W/ BASKET 19996
TRANSFER SYSTEM W/ GUARDRAILS (1' RISE) 19281
4'
5'
6'
WAVE ZIP SLIDE 19125
TRANSFER PLATFORM W/ GUARDRAIL 19285
3'
BONGOS (BELOW) 18679
OVERHEAD TREE CLIMBER 12207
DRIVERS PANEL 19243
LOOP LADDER 19234
ENTRY WAY 19001
CRUNCH BAR 12215
SINGLE THUNDERRING (BELOW) 18692
DOUBLE ZIP SLIDE 19793
115' HEX UMBRELLA 19873

QUOTE

107283-01-03 • 09/28/2026

City of Madison- Carter Equipment 2026 R1

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - 107273 - D1**	$52,993.00	$52,993.00
1	5316	**GameTime - 8' Primetime Swing Frame**	$2,052.00	$2,052.00
1	5317	**GameTime - 8' Primetime Swing Add-A-Bay**	$1,445.00	$1,445.00
2	5287	**GameTime - Belt Seat for 8' Toprail**	$286.00	$572.00
2	5293	**GameTime - Enclosed Tot Seat for 8' Toprail**	$424.00	$848.00

Contract: OMNIA #2017001134

Sub Total	$58,008.07
Discount	($27,283.22)
Freight	$1,134.69
Grand Total	**$31,859.54**

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 30, 2026 OR UNTIL EXHAUSTION OF FUNDS.
- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
  - Signed check for the total amount of quote made payable to GameTime
  - Fully executed acceptance page, signed by an authorized purchaser
  - Color selections for all equipment and surfacing (if applicable)
  - Sales tax exemption form (if applicable)

QUOTE

107283-01-03 • 09/28/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

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Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

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Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

107283-01-03 • 09/28/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$31,859.54**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

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or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

107283-02-04 • 09/30/2026

City of Madison - Carter Install 2026 R1 OMNIA

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes
chris.holmes@madisonal.gov

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	**GameTime - Installation of Equipment** Owner to provide clear, level site.	$15,960.00	$15,960.00
1	INSTALL	**GameTime - Ancillary Services**	$10,489.00	$10,489.00

Sub Total	$26,449.00
Grand Total	**$26,449.00**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

107283-02-04 • 09/30/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

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Quote prepared by: Kight Jones

QUOTE

107283-02-04 • 09/30/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$26,449.00**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

Attachment C



STRUTHERS RECREATION

Shade Tree

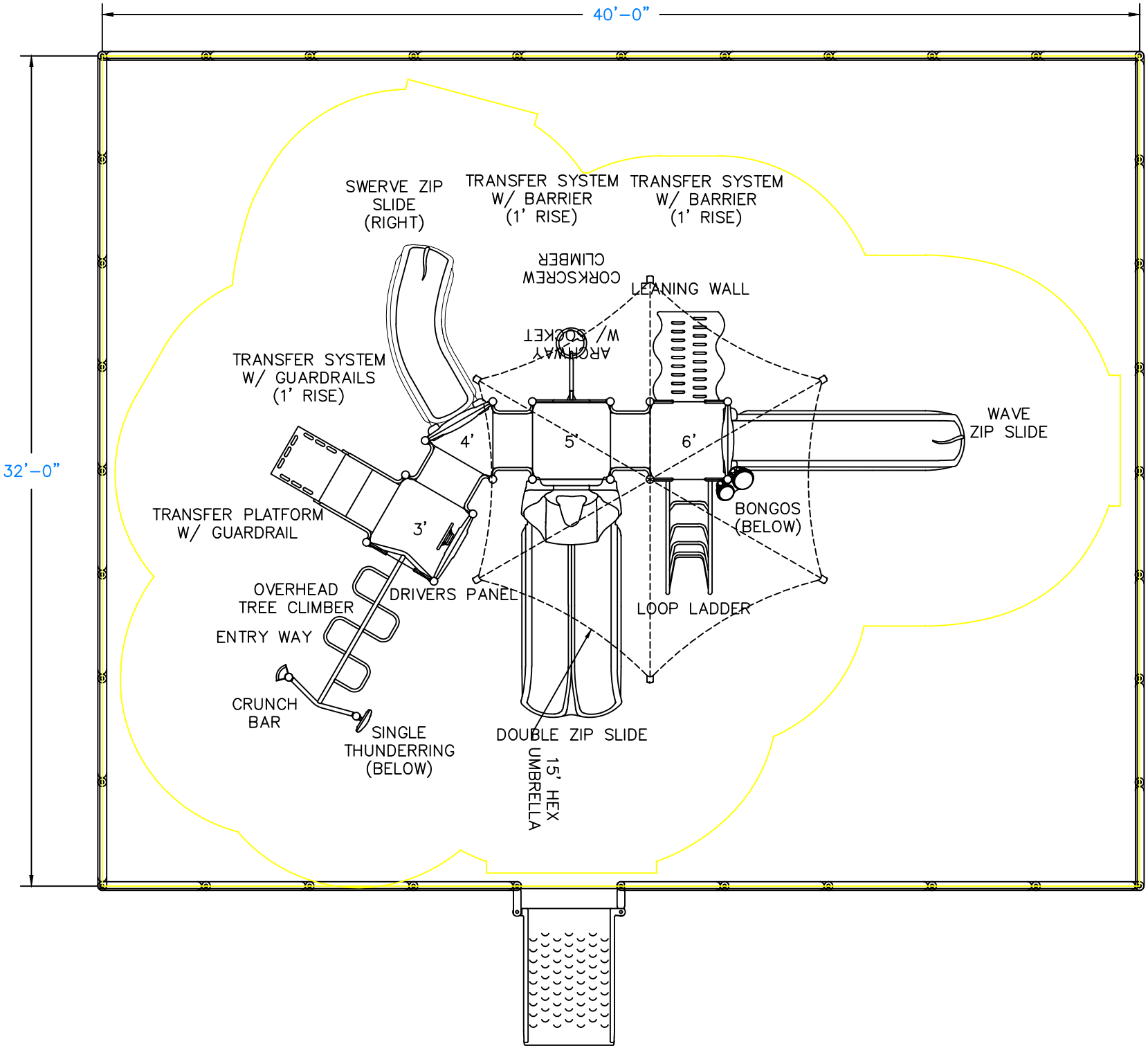
GameTime A PLAYCORE Company



STRUTHERS RECREATION

Shade Tree

GameTime A PLAYCORE Company


40'–0"
32'–0"
SWERVE ZIP SLIDE (RIGHT)
TRANSFER SYSTEM W/ BARRIER (1' RISE)
TRANSFER SYSTEM W/ BARRIER (1' RISE)
CORKSCREW CLIMBER
LEANING WALL
ARCHWAY W/ SOCKET
TRANSFER SYSTEM W/ GUARDRAILS (1' RISE)
WAVE ZIP SLIDE
4'
5'
6'
TRANSFER PLATFORM W/ GUARDRAIL
3'
BONGOS (BELOW)
OVERHEAD TREE CLIMBER
DRIVERS PANEL
LOOP LADDER
ENTRY WAY
CRUNCH BAR
SINGLE THUNDERRING (BELOW)
DOUBLE ZIP SLIDE
15' HEX UMBRELLA

QUOTE

107281-01-02 • 09/28/2026

City of Madison- Governor Equipment 2026

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Kory Alfred
Phone: 256-772-2553
Fax: 256-772-9377
kory.alfred@madisonal.gov

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - 107273 - D1**	$52,993.00	$52,993.00

Contract: OMNIA #2017001134

Sub Total	$53,091.07
Grant	($26,496.50)
Freight	$934.65
Grand Total	**$27,529.22**

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
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- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
  - Signed check for the total amount of quote made payable to GameTime
  - Fully executed acceptance page, signed by an authorized purchaser
  - Color selections for all equipment and surfacing (if applicable)
  - Sales tax exemption form (if applicable)

QUOTE

107281-01-02 • 09/28/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

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Quote prepared by: Kight Jones

QUOTE

107281-01-02 • 09/28/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$27,529.22**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

107281-02-03 • 09/30/2026

City of Madison - Governor Install 2026 OMNIA

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	**GameTime - Installation of Equipment** Owner to provide clear, level site.	$14,120.00	$14,120.00
1	INSTALL	**GameTime - Ancillary Services**	$5,929.00	$5,929.00

Contract: OMNIA #2017001134

Sub Total	$20,049.00
Grand Total	**$20,049.00**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

107281-02-03 • 09/30/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

107281-02-03 • 09/30/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$20,049.00**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

Attachment D



STRUTHERS RECREATION

Zoo Adventure

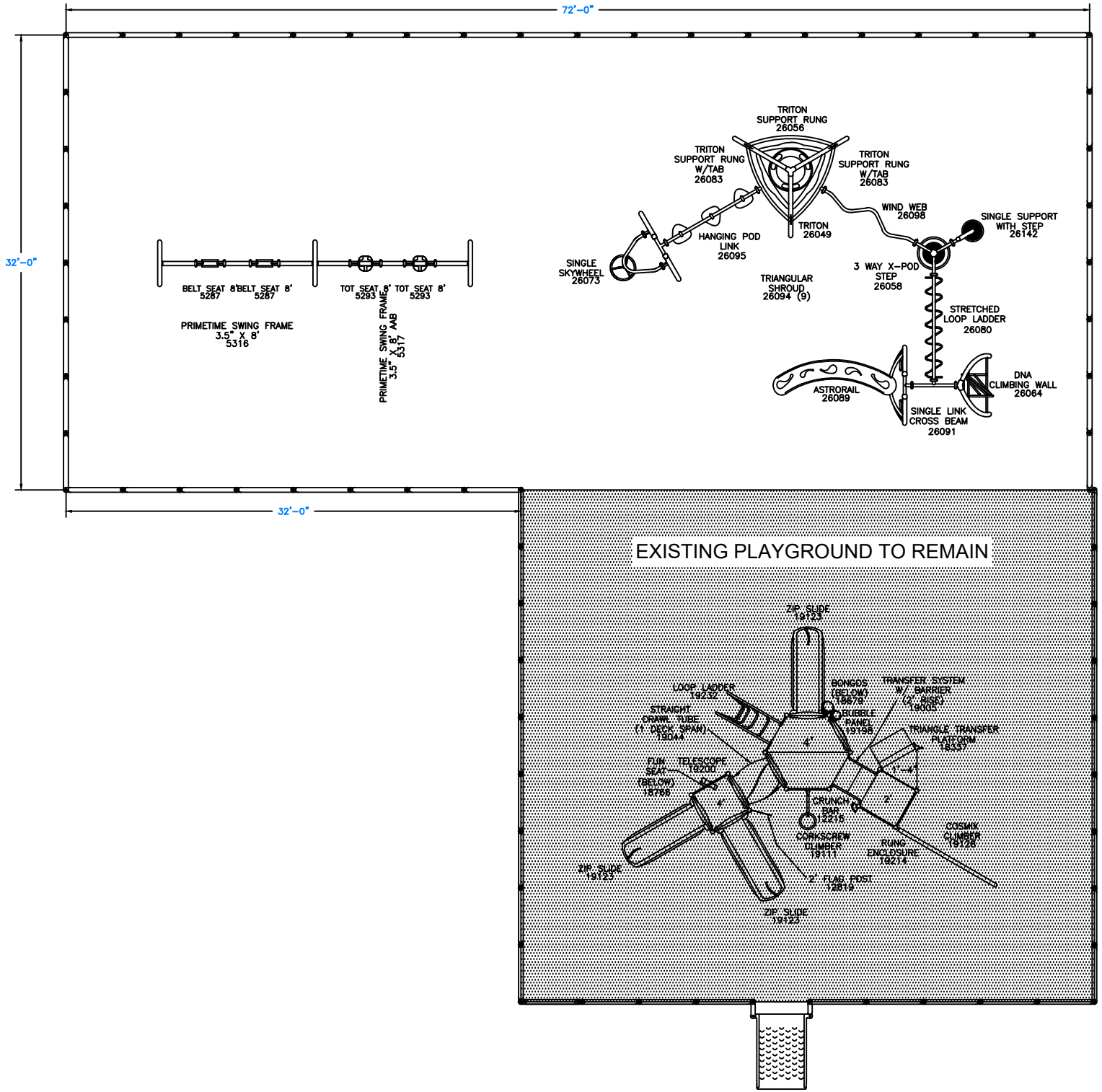
GameTime A PLAYCORE Company



STRUTHERS RECREATION

2 Bay Swing

GameTime A PLAYCORE Company


72'-0"
32'-0"
32'-0"
BELT SEAT 8' 5287
BELT SEAT 8' 5287
TOT SEAT 8' 5293
TOT SEAT 8' 5293
PRIMETIME SWING FRAME 3.5" X 8' 5316
PRIMETIME SWING FRAME 3.5" X 8' AAB 5317
TRITON SUPPORT RUNG 26056
TRITON SUPPORT RUNG W/TAB 26083
TRITON SUPPORT RUNG W/TAB 26083
WIND WEB 26098
SINGLE SUPPORT WITH STEP 26142
TRITON 26049
HANGING POD LINK 26095
SINGLE SKYWHEEL 26073
TRIANGULAR SHROUD 26094 (9)
3 WAY X-POD STEP 26058
STRETCHED LOOP LADDER 26080
DNA CLIMBING WALL 26064
ASTRORAIL 26089
SINGLE LINK CROSS BEAM 26091
EXISTING PLAYGROUND TO REMAIN
ZIP SLIDE 19123
LOOP LADDER 19232
BONGOS (BELOW) 19879
TRANSFER SYSTEM W/ BARRIER (2 REQ) 19505
STRAIGHT CRAWL TUBE (1 DECK SPAN) 19044
BUBBLE PANEL 19158
TRIANGLE TRANSFER PLATFORM 18237
FUN SEAT (BELOW) 18768
TELESCOPE 19200
CRUNCH BAR 12215
COSMIX CLIMBER 19128
CORKSCREW CLIMBER 19111
RUNG ENCLOSURE 19214
2' FLAG POST 12819
ZIP SLIDE 19123
ZIP SLIDE 19123

QUOTE

108438-01-01 • 09/28/2026

City of Madison - Madison Point

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - XS15301 - Zoo Adventure**	$46,649.91	$46,649.91
1	5316	**GameTime - 8' Primetime Swing Frame**	$2,052.00	$2,052.00
1	5317	**GameTime - 8' Primetime Swing Add-A-Bay**	$1,445.00	$1,445.00
2	5287	**GameTime - Belt Seat for 8' Toprail**	$286.00	$572.00
2	5293	**GameTime - Enclosed Tot Seat for 8' Toprail**	$424.00	$848.00

Contract: OMNIA #2017001134

Sub Total	$51,664.98
Grant	($24,111.67)
Freight	$848.18
Grand Total	**$28,401.49**

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 30, 2026 OR UNTIL EXHAUSTION OF FUNDS.
- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
  - Signed check for the total amount of quote made payable to GameTime
  - Fully executed acceptance page, signed by an authorized purchaser
  - Color selections for all equipment and surfacing (if applicable)
  - Sales tax exemption form (if applicable)

QUOTE

108438-01-01 • 09/28/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108438-01-01 • 09/28/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$28,401.49**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

108438-02-02 • 09/30/2026

Madison Point - Install OMNIA

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	**GameTime - Installation of Equipment** Owner to provide clear, level site.	$14,960.00	$14,960.00
1	INSTALL	**GameTime - Ancillary Services**	$8,192.00	$8,192.00

Contract: OMNIA #2017001134

Sub Total	$23,152.00
Grand Total	**$23,152.00**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

108438-02-02 • 09/30/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108438-02-02 • 09/30/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$23,152.00**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

Attachment E



STRUTHERS RECREATION

Rainbow Mountain

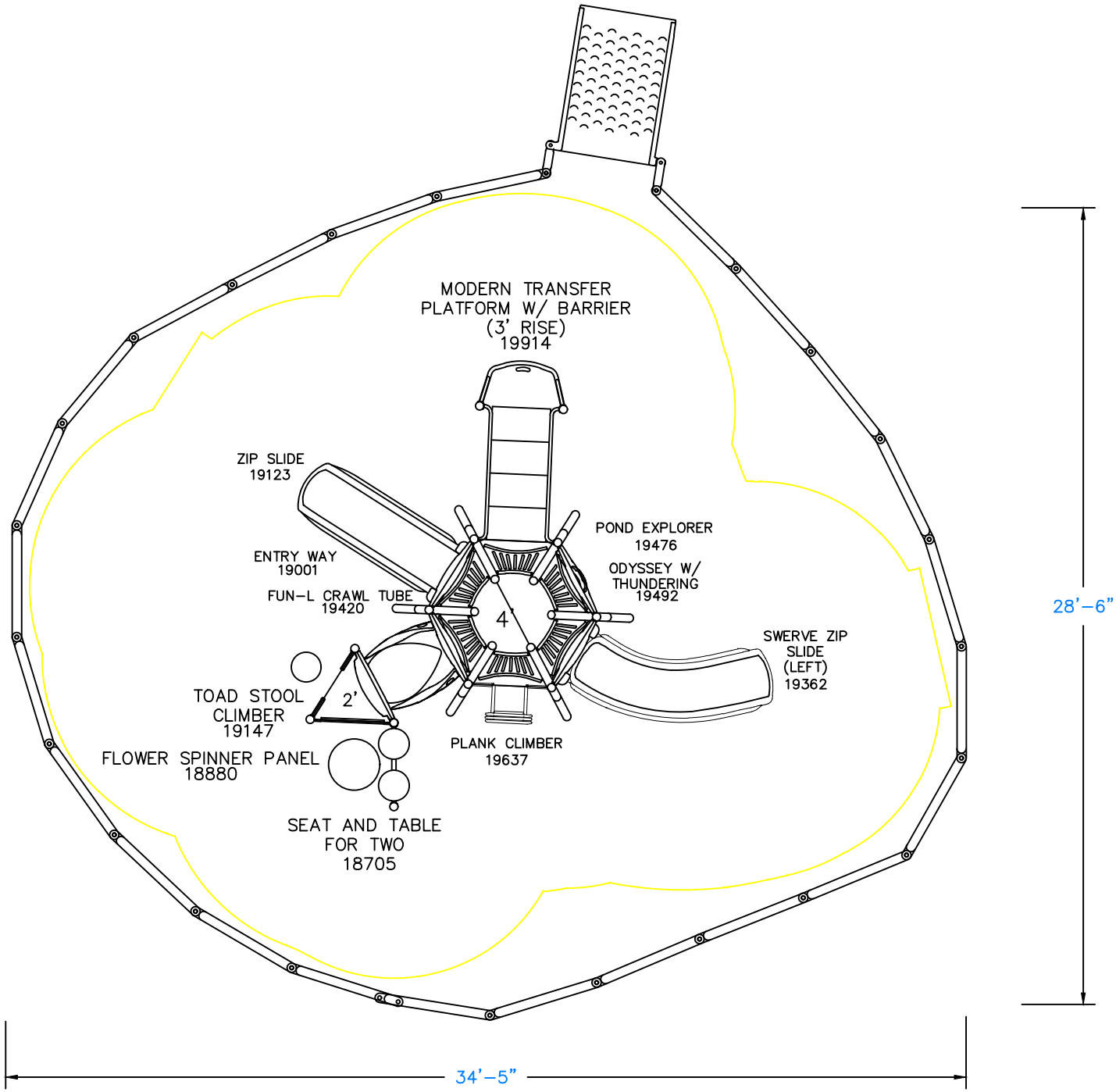
GameTime A PLAYCORE Company



STRUTHERS RECREATION

Rainbow Mountain

GameTime A PLAYCORE Company


MODERN TRANSFER
PLATFORM W/ BARRIER
(3' RISE)
19914
ZIP SLIDE
19123
ENTRY WAY
19001
FUN-L CRAWL TUBE
19420
POND EXPLORER
19476
ODYSSEY W/
THUNDERING
19492
SWERVE ZIP
SLIDE
(LEFT)
19362
4'
2'
TOAD STOOL
CLIMBER
19147
FLOWER SPINNER PANEL
18880
PLANK CLIMBER
19637
SEAT AND TABLE
FOR TWO
18705
28'-6"
34'-5"

QUOTE

108442-01-01 • 09/25/2026

City of Madison - Rainbow Mountain - Equipment Only

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes
chris.holmes@madisonal.gov

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - 108442 - D1**	$48,208.00	$48,208.00

Contract: OMNIA #2017001134

Sub Total	$48,306.07
Discount	($24,104.00)
Freight	$972.84
Grand Total	**$25,174.91**

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 30, 2026 OR UNTIL EXHAUSTION OF FUNDS.
- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
  - Signed check for the total amount of quote made payable to GameTime
  - Fully executed acceptance page, signed by an authorized purchaser
  - Color selections for all equipment and surfacing (if applicable)
  - Sales tax exemption form (if applicable)

QUOTE

108442-01-01 • 09/25/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108442-01-01 • 09/25/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$25,174.91**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

108442-02-02 • 09/30/2026

Rainbow Mountain Install - OMNIA

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes
chris.holmes@madisonal.gov

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	**GameTime - Installation of Equipment** Owner to provide clear, level site.	$14,960.00	$14,960.00
1	INSTALL	**GameTime - Ancillary Services**	$4,089.00	$4,089.00

Contract: OMNIA #2017001134

Sub Total	$19,049.00
Grand Total	**$19,049.00**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

108442-02-02 • 09/30/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108442-02-02 • 09/30/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$19,049.00**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

Attachment F



STRUTHERS RECREATION

Zoo Adventure

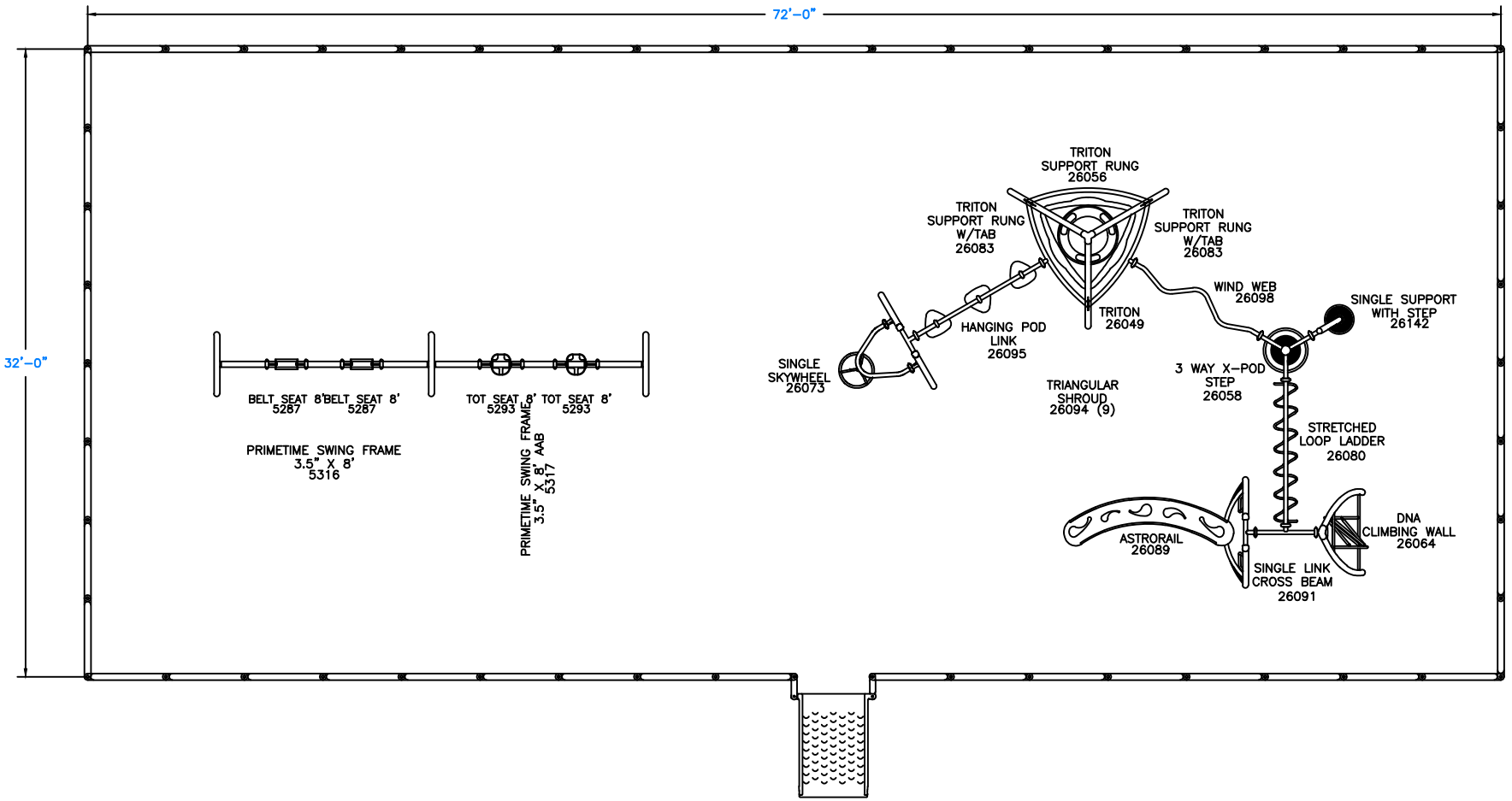
GameTime A PLAYCORE Company



STRUTHERS RECREATION

2 Bay Swing

GameTime A PLAYCORE Company


72'-0"
32'-0"
BELT SEAT 8'
5287
BELT SEAT 8'
5287
TOT SEAT 8'
5293
TOT SEAT 8'
5293
PRIMETIME SWING FRAME
3.5" X 8'
5316
PRIMETIME SWING FRAME
3.5" X 8' AAB
5317
TRITON
SUPPORT RUNG
26056
TRITON
SUPPORT RUNG
W/TAB
26083
TRITON
SUPPORT RUNG
W/TAB
26083
WIND WEB
26098
SINGLE SUPPORT
WITH STEP
26142
HANGING POD
LINK
26095
TRITON
26049
SINGLE
SKYWHEEL
26073
TRIANGULAR
SHROUD
26094 (9)
3 WAY X-POD
STEP
26058
STRETCHED
LOOP LADDER
26080
ASTRORAIL
26089
DNA
CLIMBING WALL
26064
SINGLE LINK
CROSS BEAM
26091

QUOTE

108441-01-01 • 09/25/2026

City of Madison - Stavemill - Equipment Only

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - XS15301 - Zoo Adventure**	$46,649.91	$46,649.91
1	5316	**GameTime - 8' Primetime Swing Frame**	$2,052.00	$2,052.00
1	5317	**GameTime - 8' Primetime Swing Add-A-Bay**	$1,445.00	$1,445.00
2	5287	**GameTime - Belt Seat for 8' Toprail**	$286.00	$572.00
2	5293	**GameTime - Enclosed Tot Seat for 8' Toprail**	$424.00	$848.00

Contract: OMNIA #2017001134

Sub Total	$51,664.98
Grant	($24,111.67)
Freight	$848.18
Grand Total	**$28,401.49**

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 30, 2026 OR UNTIL EXHAUSTION OF FUNDS.
- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
  - Signed check for the total amount of quote made payable to GameTime
  - Fully executed acceptance page, signed by an authorized purchaser
  - Color selections for all equipment and surfacing (if applicable)
  - Sales tax exemption form (if applicable)

QUOTE

108441-01-01 • 09/25/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108441-01-01 • 09/25/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$28,401.49**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

108441-02-02 • 09/30/2026

Stavemill Install OMNIA

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	**GameTime - Installation of Equipment** Owner to provide clear, level site.	$14,960.00	$14,960.00
1	INSTALL	**GameTime - Ancillary Services**	$9,761.00	$9,761.00

Contract: OMNIA #2017001134

Sub Total	$24,721.00
Grand Total	**$24,721.00**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

108441-02-02 • 09/30/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108441-02-02 • 09/30/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$24,721.00**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

Attachment G



STRUTHERS RECREATION

Swoosh

GameTime A PLAYCORE Company



STRUTHERS RECREATION

Swoosh

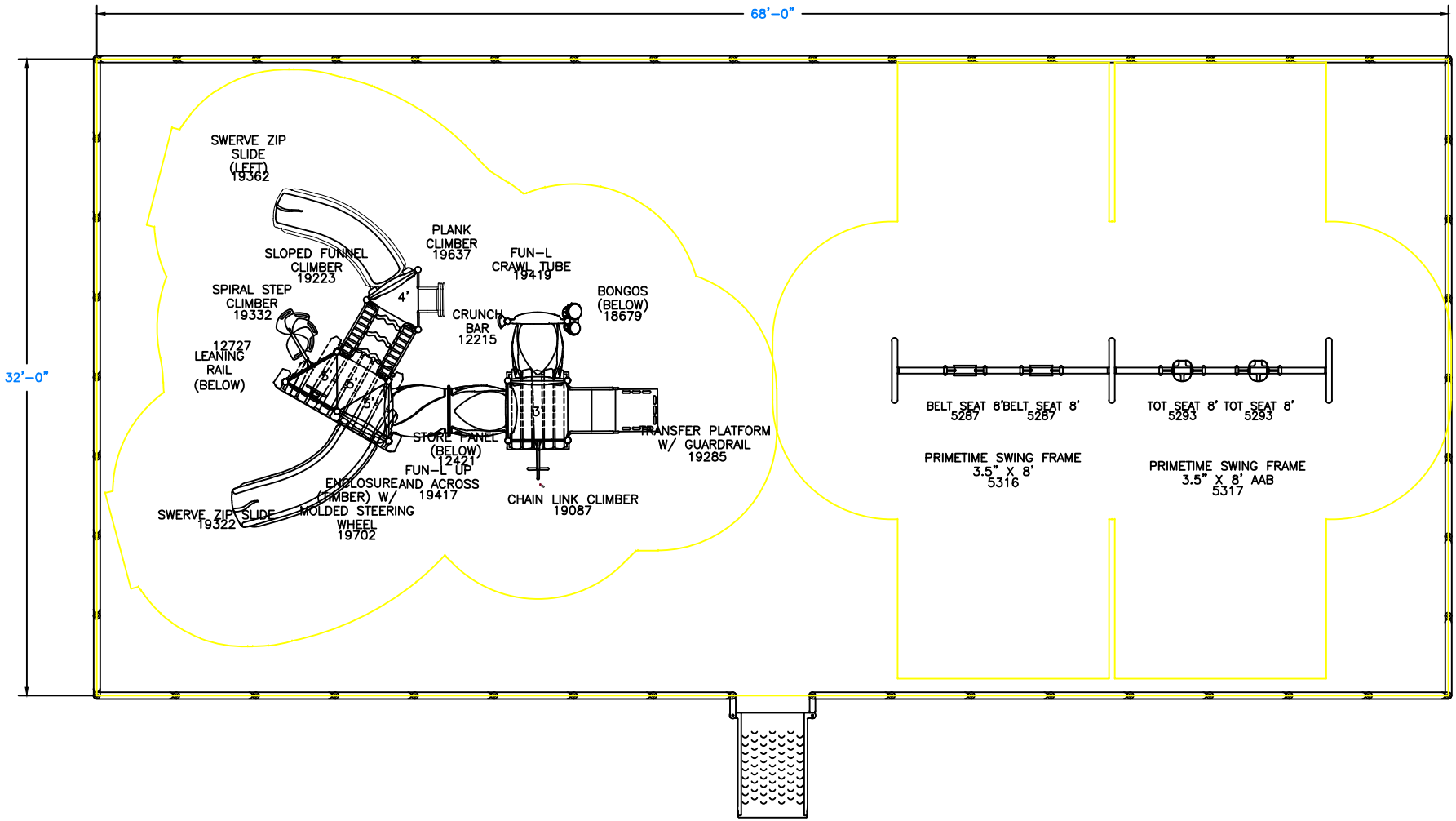
GameTime A PLAYCORE Company



STRUTHERS RECREATION

2 Bay Swing

GameTime A PLAYCORE Company


68'–0"
32'–0"
SWERVE ZIP SLIDE (LEFT) 19362
PLANK CLIMBER 19637
SLOPED FUNNEL CLIMBER 19223
FUN–L CRAWL TUBE 19419
SPIRAL STEP CLIMBER 19332
BONGOS (BELOW) 18679
CRUNCH BAR 12215
12727 LEANING RAIL (BELOW)
STORE PANEL (BELOW) 12421
TRANSFER PLATFORM W/ GUARDRAIL 19285
FUN–L UP ENCLOSUREAND ACROSS (CLIMBER) W/ MOLDED STEERING WHEEL 19417 19702
CHAIN LINK CLIMBER 19087
SWERVE ZIP SLIDE 19322
BELT SEAT 8' 5287
BELT SEAT 8' 5287
TOT SEAT 8' 5293
TOT SEAT 8' 5293
PRIMETIME SWING FRAME 3.5" X 8' 5316
PRIMETIME SWING FRAME 3.5" X 8' AAB 5317

QUOTE

108427-01-01 • 09/25/2026

City of Madison - Westgate - Equipment Only

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes
chris.holmes@madisonal.gov

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	178749	**GameTime - Owner's Kit**	$98.07	$98.07
1	RDU	**GameTime - 108427 - D1**	$50,491.00	$50,491.00
1	5316	**GameTime - 8' Primetime Swing Frame**	$2,052.00	$2,052.00
1	5317	**GameTime - 8' Primetime Swing Add-A-Bay**	$1,445.00	$1,445.00
2	5287	**GameTime - Belt Seat for 8' Toprail**	$286.00	$572.00
2	5293	**GameTime - Enclosed Tot Seat for 8' Toprail**	$424.00	$848.00

Contract: OMNIA #2017001134

Sub Total	$55,506.07
Grant	($26,032.22)
Freight	$999.13
Grand Total	**$30,472.98**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

108427-01-01 • 09/25/2026

Pricing reflects GameTime's 2026 **Matching Funds Grant - Cash with Order.**
See below for order terms related to the Matching Funds promotion.

- Order must be placed by October 28, 2026, otherwise pricing will be subject to change.
- Order must be deliverable by December 31st, 2026.
- Owner is responsible for unloading of and storage of all equipment until ready for installation.
- GRANT MATCHING FUNDS ARE AVAILABLE THROUGH OCTOBER 30, 2026 OR UNTIL EXHAUSTION OF FUNDS.
- 100% funds match for payment in full at the time of the order.
- Hard Copy of check to be mailed directly to Struthers Recreation - PO Box 1178, Pelham, AL 35124.
- To place an order, you must provide all of the items listed below:
    - Signed check for the total amount of quote made payable to GameTime
    - Fully executed acceptance page, signed by an authorized purchaser
    - Color selections for all equipment and surfacing (if applicable)
    - Sales tax exemption form (if applicable)

QUOTE

108427-01-01 • 09/25/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at $1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc by completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Kight Jones

QUOTE

108427-01-01 • 09/25/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$30,472.98**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

QUOTE

108427-02-02 • 09/30/2026

City of Madison - Westgate Install OMNIA

Customer:

City of Madison Parks and Recreation in Alabama
8324 Old Madison Pike
Madison, AL 35758
United States

Ship to Zip: 35758

Prepared for:

Chris Holmes
chris.holmes@madisonal.gov

Prepared by:

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	**GameTime - Installation of Equipment** Owner to provide clear, level site.	$14,480.00	$14,480.00
1	INSTALL	**GameTime - Ancillary Services**	$9,297.00	$9,297.00

Contract: OMNIA #2017001134

Sub Total	$23,777.00
Grand Total	**$23,777.00**

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the contract.

QUOTE

108427-02-02 • 09/30/2026

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under $5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

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Quote prepared by: Kight Jones

QUOTE

108427-02-02 • 09/30/2026

Acceptance of quotation:
MUST BE COMPLETED TO PLACE THE ORDER (PLEASE PROVIDE A COPY OF YOUR PO ALONG WITH THE SUBMISSION OF THE ACCEPTANCE PAGE)
SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Reference: _____ Purchase Amount: **$23,777.00**

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors **:**_____
or
Custom Color Selections from www.gametime.com/colors **:**

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and PlayCore Wisconsin, Inc., d/b/a GameTime, hereinafter referred to as the "Contractor."

WITNESSETH:

1. **Scope of Work**: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to complete the installation of new playground equipment at seven neighborhood parks (the "Work") in accordance with Owner's plans, specifications, and directions and in accordance with the following exhibits, which are attached to this Agreement and incorporated into it by reference:

(a) Exhibit A: Quote 107839-01-04 dated 9/25/2026 for Browns Ferry Park

(b) Exhibit B: Quote 107283-02-04 dated 9/30/2026 for Carter Park

(c) Exhibit C: Quote 107281-02-03 dated 9/30/2026 for Governor Park

(d) Exhibit D: Quote 108438-02-02 dated 9/30/2026 for Madison Point Park

(e) Exhibit E: Quote 108442-02-02 dated 9/30/2026 for Rainbow Mountain Park

(f) Exhibit F: Quote 108441-02-02 dated 9/30/2026 for Stavemill Park

(g) Exhibit G: Quote 108427-02-02 dated 9/30/2026 for Westgate Park

2. **Compensation**: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor by monthly progress payments the total sum of **three hundred seventy-one thousand one hundred eight-nine dollars and eighty-one cents ($371,189.81)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner's forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services**: Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition

to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

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

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

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

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

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

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

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

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

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

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

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance acceptable to Owner and naming Owner as an additional insured, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure

to perform its obligations under this Agreement, but only to the extent of the negligent, wanton, reckless, or intentional conduct, acts or omissions of Contractor or anyone for whom Contractor is responsible.

12. **Termination**: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

17. **Waiver**: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

19. **Conflicts**: In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

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

21. **Notices**:

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

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

All notices to Contractor shall be addressed as follows:
GameTime d/b/a Struthers Recreation, LLC
3296 Pelham Pkwy
Pelham, Alabama 35124

22. **Counterparts:** This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

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

City of Madison, Alabama,
a municipal corporation

By: _____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

PlayCore Wisconsin, Inc. d/b/a GameTime

By: _____

Printed: __Clint Whiteside_____

Its: _____Director of Sales Administration_____

Date: _____

STATE OF TENNESEE **§**
§
COUNTY OF HAMILTON **§**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Clint Whiteside, whose name as Director of Sales Administration of PlayCore Wisconsin, Inc. d/b/a GameTime is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

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

Section	Topic and Subsections	Subtopic	Pages
12.1	COMPENSATION		2 – 23
	❑ 12.1.1	General Provisions ❑ Policy Statement ❑ Job Descriptions ❑ Exempt and Non-Exempt Job Classifications ❑ Pay Compliance Inquiries (FLSA) ❑ Classification Plan ❑ Pay Plans ❑ Annual COLA ❑ Reassignments ❑ Working Out of Classification ❑ Anniversary Dates	2 – 8 2 2 2 - 4 4 4 - 5 5 5 - 6 6 6 - 7 8
	❑ 12.1.2	Classified Sworn Officers—Pay Plan Guidelines	9 - 10
	❑ 12.1.3	Certified Firefighters – Pay Plan Guidelines	11 - 12
	❑ 12.1.4	General Classification – Pay Plan Guidelines	13 - 14
	❑ 12.1.5	Department Heads – Pay Plan Guidelines	15
	❑ 12.1.6	Temporary Employees –Pay Plan Guidelines	16
12.2	PAY ADMINISTRATION	❑ Pay Period ❑ Time Sheets and Records ❑ Overtime and Compensatory Rates ❑ Approval for Overtime and Compensatory Time ❑ Compensatory Time Off ❑ Paramedic Differential Pay ❑ Fire Officer Administrative Differential ❑ Police Shift Pay Differential ❑ Sworn Police Officer Specialized Unit Assignment Pay Differentials ❑ Bailiff Pay ❑ On-Call Duty and Call-Out	17 17 17 - 18 18 18 - 19 19 19 19 - 20 20 - 21 21 - 22 23 - 24
12.3	BENEFITS	❑ Group Insurance ❑ Group Insurance Changes ❑ Documentation Requirements ❑ Deadline Warnings ❑ Dependents (and Divorce) ❑ Optional Insurance ❑ Employee Assistance Program ❑ Workers' Compensation ❑ Employee Self-Service Center	24 24 24 25 25 25 26 26 26
	12.3.1	Tuition Refund Program	27 - 29
	12.3.2	Retirement Benefits	30 - 32
12.4	SAFETY PROGRAM		33 - 34

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.

RESOLUTION NO. 2026-404-R

AUTHORIZING PURCHASE OF SYSTEM HARDWARE FROM OMNIA PARTNERS PURCHASING COOPERATIVE

WHEREAS, by virtue of passage of Resolution No. 2014-138-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the National IPA which has been acquired by Omnia Partners; and

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

WHEREAS, the Information Technology Department has verified that Unico Technology, LLC, is an authorized dealer for said system hardware equipment, is a participating OMNIA Partners vendor holding a valid Alabama business license, to which OMNIA has awarded a competitively bid contract (Contract Number R250307) to TD SYNNEX Corporation; and

WHEREAS, TD SYNNEX Corporation has granted Unico Technology, LLC the non-exclusive right to sell products and services that are awarded under Contract Number R250307 to permitted government end users; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept a quotation on behalf of the City of Madison, Alabama, for the purchase of system hardware, said document to be substantially similar in purpose, intent, and composition to quotation attached hereto and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to issue payment in the amount of two hundred eighteen thousand sixty one dollars and thirty two cents ($218,061.32) plus applicable shipping costs to be determined

at the time of shipment, in the manner authorized by the quotations accepted by passage of this resolution.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-405-R

A RESOLUTION AUTHORIZING A SOFTWARE LICENSE SUBSCRIPTION WITH UNICO TECHNOLOGY, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a software license subscription with Unico Technology, LLC, for software and support services, according to Quote No. PL-260130 dated July 28, 2026, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-418-R

A RESOLUTION AUTHORIZING A SOFTWARE SUBSCRIPTION AND SUPPORT SERVICES WITH UNICO TECHNOLOGY FOR THE MADISON COMMUNITY CENTER

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quote from Unico Technology, for one-year software subscription for network support services, and the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-419-R

A RESOLUTION AUTHORIZING A SOFTWARE LICENSE SUBSCRIPTION FOR CLOUD DATA BACKUP SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept on behalf of the City a one-year software license subscription for could data backup services, purchased through CDW-G under the OMNIA Purchasing Cooperative, Contract No. 2024056-01, according to Quote No. PXKT557 , said document to be substantially similar in purpose, intent, and composition to the document attached to this Resolution, and the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-420-R

A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION FOR THIRD PARTY DATA SERVICES

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept on behalf of the City a one-year HYCU software license subscription for third-party data backup services, purchased through CDW-G under the OMNIA Purchasing Cooperative, Contract No. 2024056-01, in the amount of $9,400.00, according to Quote No. PXHZ454, dated June 18, 2026, for the subscription term of October 4, 2026 through October 3, 2027, said document to be substantially similar in purpose, intent, and composition to the document attached to this Resolution. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

BE IT FURTHER RESOLVED, that the Mayor and City Clerk may sign and attest the document pursuant to the City's electronic signature policy;

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

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of October 2026 .

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-403

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 177 TOWHEE WAY, LOT 32 OF MOORE'S CREEK PHASE 5 SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Eric Timothy Kleinhans & Teresa Michele Kleinhans** the vacation of a portion of a utility and drainage easement located within 177 Towhee Way, Lot 32 of Moore's Creek Phase 5 Subdivision and further described as follows :

ALL THAT PART OF LOT 32 OF MOORES CREEK PHASE 5 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, IN PLAT BOOK K, PAGES 278-279, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST AND ALONG THE NORTH BOUNDARY OF SAID LOT 32, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH BOUNDARY, SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST, 50.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 36 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 250 SQUARE FEET, MORE OR LESS.

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

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

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

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

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

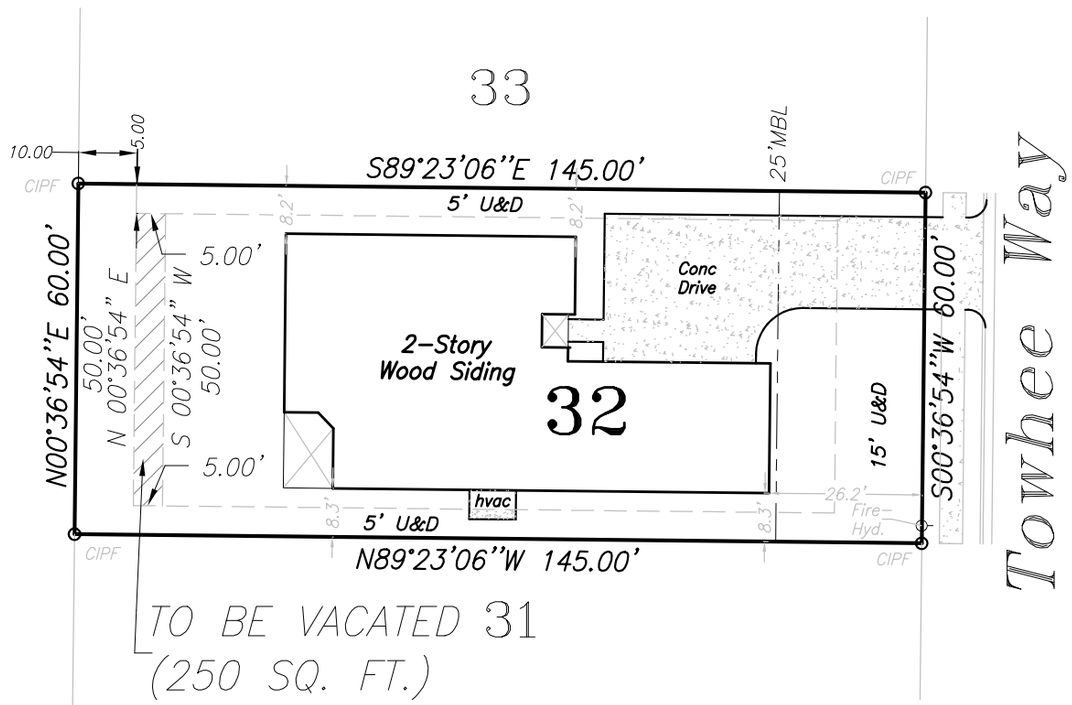
APPROVED this _____ day of October 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

1"=30'

GENERAL LEGEND

□	Concrete Monument, Found
■	Concrete Monument, Set
O	Property Corner, Found
•	Capped 1/2" Rebar, Set
R/W	Right-of-Way
M.B.L.	Minimum Building Line
F.S.L.	Front Setback Line
R.S.L.	Rear Setback Line
S.S.L.	Side Setback Line
F.F.E.	Finished Floor Elevation
U & D	Utility and Drainage
ESM'T.	Easement
REQ'D.	Required
—x—x—	Fence
M—	Measured
P—	Plat



FILE	0
PROJ.	22-176
DATE	7/30/26

SCALE:	1"=30'
DWN.	MD
CHK	CMF
APP	CMF

EASEMENT VACATION

PREPARED FOR: Lennar Homes

LOT 32
Moore's Creek
Phase 5

MULLINS, LLC
ENGINEERING & SURVEYING
2101 CLINTON AV., STE-503
HUNTSVILLE, ALABAMA 35805

NO	DESCRIPTION	DATE
1	REVISIONS	

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

STATE OF ALABAMA	§	**QUITCLAIM DEED**
	§	**(VACATION OF EASEMENT)**
COUNTY OF LIMESTONE	§	***No title search requested and none prepared.***

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as "Grantor"), hereby extinguishes any and all interest that it has in the portion of the public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Eric Timothy Kleinhans & Teresa Michele Kleinhans**, a married couple (hereinafter referred to as "Grantees") any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement.

ALL THAT PART OF LOT 32 OF MOORES CREEK PHASE 5 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, IN PLAT BOOK K, PAGES 278-279, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 32, THENCE SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST AND ALONG THE NORTH BOUNDARY OF SAID LOT 32, 10.00 FEET TO A POINT; THENCE LEAVING THE SAID NORTH BOUNDARY, SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING SOUTH 89 DEGREES 23 MINUTES 06 SECONDS EAST, 5.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 36 MINUTES 54 SECONDS WEST, 50.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 23 MINUTES 06 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 36 MINUTES 54 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 250 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of October, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

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

_____
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

RESOLUTION NO. 2026-410-R

A RESOLUTION APPROVING THIRD AMENDMENT TO DEVELOPMENT AGREEMENT WITH DILTINA DEVELOPMENT CORPORATION & REALITY 9, LLC

WHEREAS, on January 13, 2020, the City Council of the City of Madison, Alabama, adopted Resolution Number 2020-01-R authorizing a development agreement ("Agreement") with Diltina Development Corporation and Southern Latitude Investments, LLC, (collectively the "Developer"), for the construction of a residential development, preservation of publicly accessible green space, and dedication of public right of way located on approximately 81 acres of land owned by Developer and located in the City of Madison; and

WHEREAS, on December 18, 2020, the City Council of the City of Madison, Alabama, adopted Resolution Number 2020-285-R approving the first amendment to the Agreement; and

WHEREAS, on February 10, 2025, the City Council of the City of Madison, Alabama, adopted Resolution Number 2025-045-R approving the second amendment to the Agreement; and

WHEREAS, the Developer intends to purchase approximately 20.8 additional acres of land bordering the development project described in the Agreement, and pursuant to the City's Growth Policy for Residential Development (Resolution No. 2018-360-R), has proposed Residential Cluster zoning for the additional property, as well as a modified phasing schedule for residential construction, and dedication of land for future public right-of-way;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the Third Amendment to the Development Agreement ("Amendment") and that the City Clerk-Treasurer is hereby authorized to appropriately attest the Amendment; 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 and Amendment to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement (this "Amendment") is made and entered into on and as of _____, 2026 (the "Effective Date"), by and between THE CITY OF MADISON, ALABAMA, a municipal corporation organized under the laws of the State of Alabama (the "City"), DILTINA DEVELOPMENT CORPORATION, an Alabama Corporation, and its respective successors and assigns ("Developer", "Owner", and "Builder" and collectively the "Company"), and REALITY 9, LLC, an Alabama limited liability company, joining in this Amendment solely in its capacity as owner of the Reality 9 Parcel described herein and for the purposes set forth herein (the "Reality 9 Owner"). The City, the Company, and the Reality 9 Owner are herein referred to collectively from time to time as the "Parties" and individually, from time to time, as a "Party."

WITNESSETH

WHEREAS, the City and the Company have entered into a Development Agreement dated February 18, 2020, as amended by that certain Amendment to Development Agreement dated December 18, 2020, and as further amended by that certain Second Amendment to Development Agreement dated February 12, 2025 (collectively, the "Development Agreement") to provide for the phasing of and provision of green space within the Bellawoods Subdivision (the "Development"); and

WHEREAS, the Company is under contract to acquire from Reality 9, LLC, that certain 20.8-acre parcel of real property located in Limestone County, Alabama, more particularly described in Exhibit A5 attached hereto, being all or a portion of the real property previously referenced in Section 1.1(c) of the Second Amendment to Development Agreement as the "Reality 9 Parcel", which the Company intends to incorporate into the Development; and

WHEREAS, Company has proposed that the Reality 9 Parcel be annexed into the corporate limits of the City and zoned Residential Cluster Zoning District No. 2 (RC-2), consistent with the zoning designation applicable to prior phases of the Development, before it is incorporated into and developed as part of the Development;

WHEREAS, Reality 9, LLC, as the current owner of the Reality 9 Parcel, is joining in this Amendment solely for the purpose of participating in the annexation of the Reality 9 Parcel into the City and consenting to the matters set forth herein with respect to the Reality 9 Parcel, and is not, and shall not be deemed to be, a party to the Development Agreement;

WHEREAS, the Developer has proposed to incorporate the Reality 9 Parcel into the phasing schedule of the Development Agreement so that the total Development will contain no more than 326 residential lots; and

WHEREAS, the Developer shall dedicate a thirty (30) foot right-of-way across the Reality 9 Parcel to connect to the public right-of-way previously dedicated pursuant to the Second Amendment to Development Agreement for the future extension of Henderson Lane;

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 1.1(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> The Development shall consist of approximately 176.8 acres of real property, more or less, said Property being more particularly described in Exhibit A, Exhibit A2, Exhibit A3, Exhibit A4, Exhibit A5, and Exhibit A6 attached hereto, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain no more than 326 residential lots (each a "Lot," collectively, the "Lots").

2. Sections 1.1(c)(2) and 1.1(c)(3) of the Agreement are hereby amended in full and replaced with the following:

(2) The Company shall provide, or shall cause Reality 9 Owner to provide, a statutory warranty deed in form and content reasonably acceptable to the City and the Company to donate and dedicate a public right-of-way along the east side of the Property and across the Reality 9 Parcel for the future extension of Henderson Drive as depicted in Exhibit A6, such that up to thirty (30) feet of right-of-way is provided. After the dedication is complete, City shall provide to Company a letter acknowledging the donation pursuant to the requirements of the Internal Revenue Code.

(3) The City will use its best efforts to acquire the necessary public right-of-way on a portion of the adjacent property, as of the date hereof being the Reality 9 Parcel and/or certain real property described Parcel ID 44-09-07-36-0-000-006.001 owned by BAPS Huntsville, LLC (the "BAPS Parcel"), to connect Henderson Lane to the Company's provided public right-of-way for the purposes of implementing a capital improvement project to construct Henderson Lane as identified in the City's master plans.

3. Section 1.3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) Development Phases. The Company shall develop the Property in no less than six (6) distinct phases (each a "phase," together, the "phases"), with no more than one phase to be developed within a calendar year. The Company will develop the number of Lots in each phase in substantial conformity with the projected phasing plan provided in Exhibit B attached hereto and incorporated herein (the "Phasing Plan"). The Company shall not develop more Lots in a given year than provided by the Phasing Plan, in each case as modified by the Final Improvement Plans and Specifications approved for each phase, but the Company may develop fewer Lots in a given year than permitted by the Phasing Plan. The Final Improvement Plans and Specifications will determine the configuration, timing, and maximum number of Lots permitted in each phase.

Notwithstanding the number of lots to be developed or prepared within each phase, Developer shall not apply for more than thirty (30) certificates of occupancy for newly constructed homes during a given year, but Developer may apply for forty one (41) certificates of occupancy during the first phase. In its sole and absolute discretion, the City may approve more Lots than is authorized in the Phasing Plan or more certificates of occupancy allowed in the current and approved phases, and the Company shall have the option of developing additional Lots or obtaining additional certificates of occupancy in order to match or "catch up" with the number of Lots permitted in the Phasing Plan or the certificates of occupancy permitted in this Section. If market demand for a given year is low, and the Company does not develop the number of Lots allowed in the current and approved phases, the Company shall have the option to develop additional Lots in order to match or "catch up" with the number of Lots permitted in the Phasing Plan. Developer shall not apply for building permits for Lots in the Subdivision that are not within a current or previous phase, and Developer acknowledges that the City will not issue building permits for the development of Lots that are not within the then current or previous phases. Company shall cause its successors in interest to Lots within the Development to comply with the Phasing Plan.

In the event the Company is unable to develop or process a final plat for a phase in the calendar year in which it was originally scheduled under the Phasing Plan due to delays in development, permitting, or governmental approval, the Company may, subject to Planning Commission approval of the applicable final plat(s) in accordance with the City's standard subdivision regulations, develop, process, and record a final plat for the delayed phase together with the next succeeding phase within the same calendar year. Such approval shall not be withheld on the basis of the one-phase-per-calendar-year limitation, and such development shall not be deemed a violation of the one-phase-per-calendar-year limitation set forth above.

Notwithstanding the foregoing, subject to the "catch up" provision in the second paragraph of this Section 1.3(a), the Company may process and record final plats for Phase 5 in calendar year 2026 and for Phase 6 in calendar year 2027, regardless of the specific months in which such final plats are recorded, and if Phase 5 does not receive a final plat approval until 2027, the Company may nonetheless process and record final plats for both Phase 5 and Phase 6 within calendar year 2027.

4. Exhibits.

(a) Exhibit A3 attached hereto is hereby amended as depicted on Exhibit A3 attached to this Third Amendment to Development Agreement, and it is incorporated into the Development Agreement as if fully set forth therein. The Parties acknowledge that Exhibit A3 depicts a Layout Plan reflecting the increase in the total number of Lots in the Development from 296 to 326 Lots.

(b) Exhibit A5, which describes the Reality 9 Parcel, is attached hereto is hereby incorporated into the Agreement as if fully set forth therein.

(c) Exhibit A6, which depicts the thirty (30) foot right-of-way dedication across the Reality 9 Parcel, is attached hereto is hereby incorporated into the Agreement as if fully set forth therein.

5. Contingencies. This Amendment is contingent upon (1) the successful closing of the purchase of the Reality 9 Parcel by the Company, (2) Planning Commission approval the layout plat of the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of an ordinance authorizing zoning of the Property, (4) City Council approval of this Amendment, and (5) approval and publication of an ordinance annexing the Reality 9 Parcel into the corporate limits of the City.

6. Limited Effect. Except as expressly provided hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto. The amendments contained herein shall not be construed as a waiver or amendment of any other provision of the Agreement for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the parties hereto that would require the waiver or consent of the parties hereto.

7. Representations and Warranties. The parties hereby represents and warrant to each other (before and after giving effect to this Amendment) that:

(a) Each party has the corporate power and authority, and the legal right, to execute, deliver, and perform its obligations under this Amendment and the Agreement.

(b) Each party has taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment.

(c) No consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with this Amendment, the execution, delivery, performance, validity or enforceability of this Amendment, or the performance, validity or enforceability of the Agreement, except consents, authorizations, filings and notices which have been obtained or made and are in full force and effect.

(d) This Amendment has been duly executed and delivered on behalf of each party. This Amendment and the Agreement constitute the legal, valid and binding obligations of each party and are enforceable against in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(e) No event of default has occurred and is continuing under the Agreement as of the date of this Amendment.

(f) Each party has performed in all material respects all agreements and satisfied all conditions of the Agreement.

8. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and assigns.

9. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Alabama.

10. Counterparts. This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same agreement, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

11. Severability. If any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision was not contained herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

THE CITY OF MADISON

By: _____
Ranae Bartlett, Mayor

Attest:

By: _____
Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

COMPANY:

DILTINA DEVELOPMENT CORPORATION

By: _____
Alex Maxwell, Vice President

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that Alex Maxwell, whose name as Vice President of Diltina Development Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

REALITY 9 OWNER:

REALITY 9, LLC,
an Alabama Limited Liability Company

By: _____
Name: Kishore Koduru
Its: Member

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that, Kishore Koduru, whose name as Member of Reality 9, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, 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

EXHIBIT A3

LAYOUT PLAN



EXHIBIT A5

The Land referred to herein below is situated in the County of Limestone, State of Alabama and is described as follows:

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows, Commence at an existing railroad spike at the Northeast comer of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 111 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the pint of true beginning of the tract herein described, thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast comer of the Northeast Quarter of Said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest comer of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8alsobar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest comer of the Northeast Quarter of Section 35, thence North 88 degrees 58 minutes 33 seconds a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement.

The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

Subject to any easements of record but not limited to those recorded Probate Case Number 28-025, Book2009, page 41093 and Book 2010, page 34530.

EXHIBIT A6

Right-of-way Dedication Detail



SCALE: 1" = 200'
GRAPHIC SCALE

SCHOEL ENGINEERING COMPANY
BIRMINGHAM | HUNTSVILLE | TUSCALOOSA
SCHOEL.COM

BELLAWOOD SUBDIVISION
SINGLE FAMILY RESIDENTIAL
CITY OF MADISON, ALABAMA
LIMESTONE COUNTY, ALABAMA
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST

REVISIONS

LAYOUT
EXHIBIT

DATE: 8/05/26
DRAWN BY: JLW
CHECKED BY: JLW/CLC
PROJECT NO.: 24-415.H0

1 OF 1

Copyright © 2026 Schoel Engineering Company, Inc.

RESOLUTION NO. 2026-411-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL FALSE ALARM SYSTEM MANAGEMENT SERVICES & SOFTWARE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement with PMAM Corporation for software and support services for professional management and software services for administration of the City's ordinance regarding Security Alarm Systems contained in Chapter 11 of the Madison City Code, said documents to be substantially similar in purpose, intent, and composition to the Agreement for Alarm Program Administration Services and the FAMS Service Proposal, which are attached to this Resolution. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PM AM

FALSE ALARM MANAGEMENT SYSTEM

FAMS Service Proposal

A Modern Public Safety Technology Partnership

PREPARED FOR	Madison, AL
PREPARED BY	PM AM Corporation
DATE	September 14th, 2026
WEBSITE	www.pmam-copsource.com

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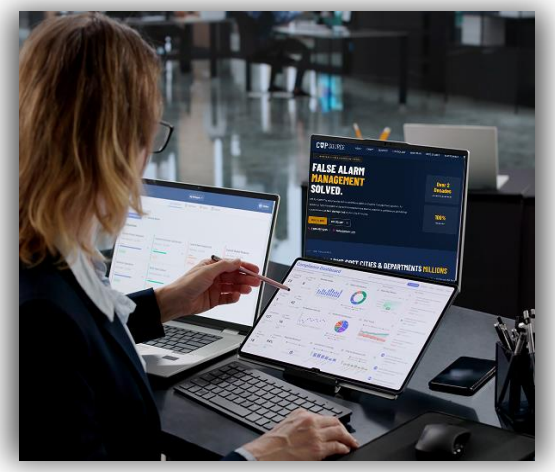
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SECTION 1

1. SITUATION

Law Enforcement agencies today are being forced to do more with less, which can put a continual strain on department staff. Cumbersome record keeping, tracking, billing, and incident information are in disparate systems, making the process of managing and billing for false alarms difficult.



PMAM is the number one provider of fully managed false alarm billing software services in the country. PMAM has a proven track record with our False Alarm Management Solution (FAMS).

FAMS is 100% cloud-based, and displays data in real-time. Officers and other key personnel have access to FAMS reports, scorecards, and data, 24/7 via the Internet. FAMS's servers are hosted with SSL Certificates providing secure encrypted communication between client browsers.

With live, real-time data, City officials and employees have nearly unlimited options for data analysis. Our web-based system empowers users, and you are not restricted to only a handful of "standard" reports.

Another advantage of having a web-based system like FAMS are updates such as new functionalities and features to our core service which are available instantaneous and seamless, at no additional charge.

SECTION 2

2. PMAM Approach

We approach every engagement as if you were our only client, no matter if you are using FAMS as a fully managed service or standalone product, our process is always the same:



- Discovery and assessment of your current needs, systems, and processes.
- Based upon the discovery, recommendations on how FAMS can best suit your needs.
- Implementation of FAMS.
- Setup of web portals for citizens and alarm companies.
- Training staff on how to use FAMS.
- Ongoing support, should your staff encounter any issues.

PMAM utilizes an experienced management and development team, and employees with an outstanding record for solutions in customized software development. We practice disciplined, well-defined, and effectively monitored software development processes for delivering quality software that meets cost and delivery schedule commitments.

PMAM is a recipient of Microsoft's "Sequel 2005 Front Runner Status," recognition granted to only 185 companies worldwide. PMAM has received a similar recognition for Sequel 2008. This designation demonstrates PMAM's ability to quickly study, build and deploy applications using the secure MS SQL Server 2005 and documents our ability to satisfy technical requirements. Its greatest significance beyond assurance of the quality of our technology is our ability to respond rapidly to unforeseen requirements for potential modification of the system to meet needs.

PMAM has received its CMMI Level 3 certification, from the Software Engineering Institute at Carnegie Mellon University, the most prestigious certification worldwide for software development processes. PMAM is also a Microsoft Gold

Certified Partner that further contributes to our ability to exceed functional and technical requirements, while delivering projects on time and within budget. No other vendor in this market has received this recognition.

PMAM was incorporated in 1999, and created FAMS in 2003 to effectively manage and reduce the cost of commercial and residential false alarms to municipalities and other public entities.

In addition to FAMS, PMAM has launched a series of SaaS (Software as a Service) enabled hosted and managed enterprise products that include PMAM CRM (Customer Relationship Management), PMAM HCM (Human Capital Management), and PMAM Smart Select Recruitment and Staffing solution.

Our primary goal is to give you a superior product to reduce false alarms and increase revenue for your agency.

SECTION 3

3. FAMS SERVICE CAPABILITIES OVERVIEW

3.1 PERMITTING

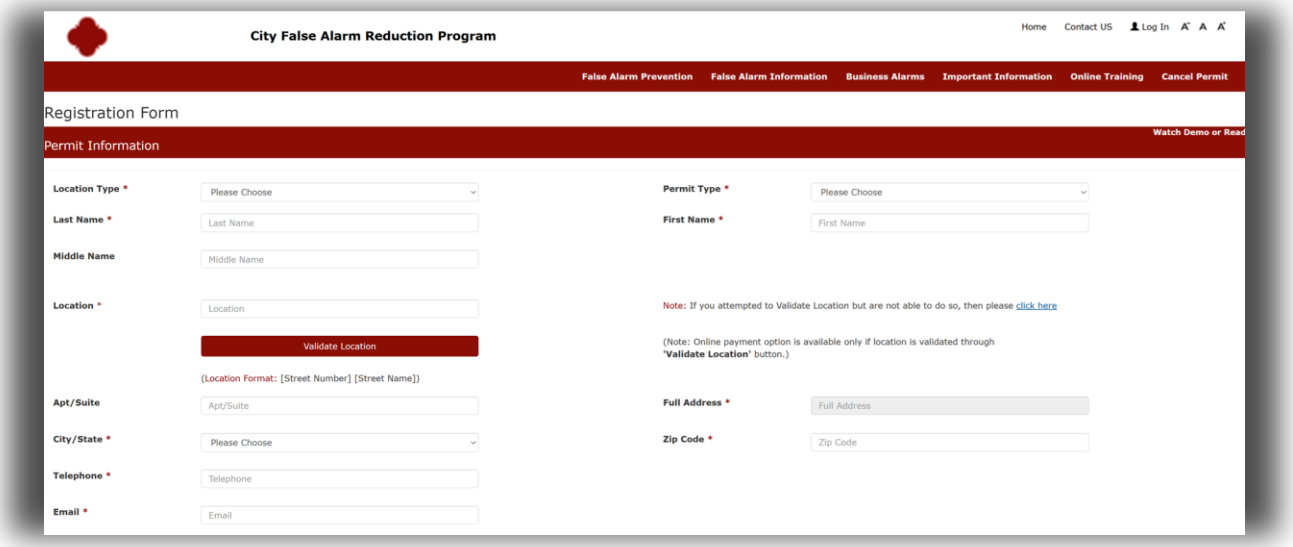
The FAMS Document Specialist will review the existing permit registration form and, if necessary, work with City officials to finalize the permit registration form so that it meets with all the requirements of the City ordinance.



Permit registration can be applied online, paper applications can be sent by Postal service or citizens can download the application from City website built by PMAM.

3.2 NEW PERMITS

The FAMS program processes new registration applications for both residential and commercial alarm users. Citizens and businesses can apply online for permit registration or can use traditional paper applications.



PMAM is totally unique in that it provides an unmatched citizen experience in each of our Counties' custom citizen portals. Immediately upon logging on to the City website, the citizen is guided through the permit application with a video demonstration. In just a few minutes, the citizen can

learn, apply, pay for, obtain an alarm permit or pay fees. PMAM has invested a great deal of time, money and effort in maturing these sophisticated processes. Our partner Counties constantly express the positive feedback they receive from their citizens and staff.

3.3 PERMIT RENEWAL

FAMS business rules-based, automatic billing process generates invoices and takes care of the permit renewal process. PMAM has several reports that may be executed by City officials to ensure all permit renewal notifications have been processed.

FAMS has detailed and concise processes to generate letters and invoices to residences and businesses. FAMS permitting processes to satisfy this requirement include:

- Permits requiring renewal in the upcoming month are automatically generated and a permit renewal invoices is sent.
- FAMS utilizes business-rules driven processes to issue ordinance notices and permits applications to all alarm holders that have false alarm incidents that are not matched to permits in the FAMS system.
- FAMS automatically generates first follow-up and second follow-up letters to non-compliant alarm holders, if they do not complete permit applications.
- FAMS non-compliance reporting determines which alarm holders create frequent false alarms. The City may wish to establish educational programs to work with these residents and businesses to complete alarm permitting and reduce false alarms.

3.4 CONTINUALLY UPDATING INFORMATION

FAMS business rules-based permit renewal program generates permit renewal invoices 30-days (30) prior to an expiration date.

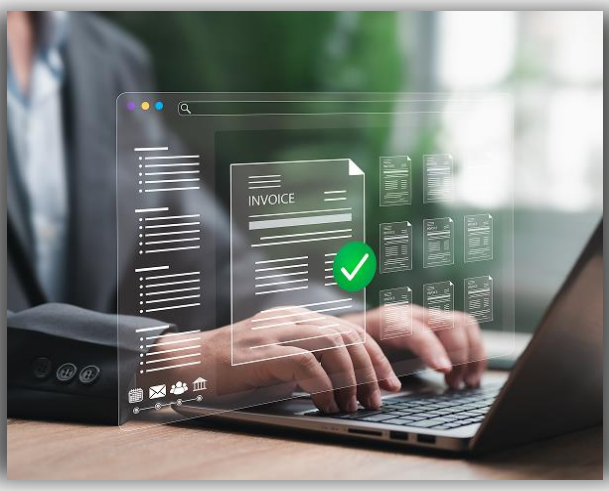
On each invoice there is a section where permit holders can provide new contact and address details. If any contact information is changed on the return reply, your Customer Service Specialist may update the change in the FAMS database. PMAM recommends all of your Customer Service Representatives commit to a process to keep the contact information current for all permit users.

3.5 BILLING FOR FALSE ALARM FEES

FAMS's business rules-based, false alarm billing process is determined by the City's alarm ordinance. Contingent upon these rules, FAMS calculates the billing criterion and all associated

fees including false alarms that are billable, the rate at which each alarm is billable and the total fee for each location.

The system-produced invoices provide historic details and fees so the recipient of the invoice is aware of City ordinance requirements and if they are in compliance.

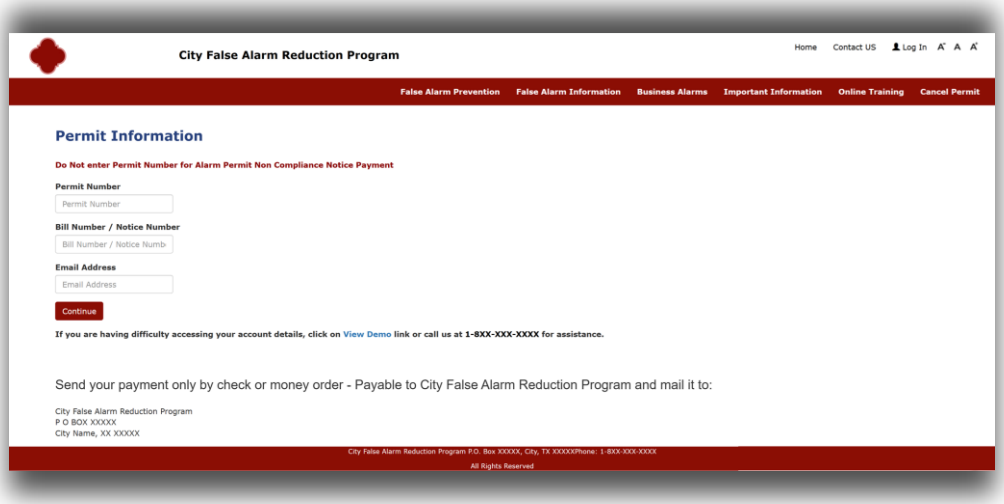


FAMS will follow the City's ordinance business rules to recognize non-billable false alarm instances. These rules will be effortlessly incorporated into the system. Additionally, FAMS can track organizations that have filed for Chapter 11 status. Business rules within FAMS will prevent billing these organizations.

- Several reports provided in FAMS allow your billing specialist to confidently certify that billing has been done correctly and all bills are ready to be printed.

PMAM's objective through using the FAMS billing processes is to achieve nearly 100% accurate billing and maximize bill collections. FAMS is able to achieve this through its intelligent, business-driven software processes to correctly bill renewal, false alarm fee and non-compliant alarm holders. FAMS meets billing objectives by using several reports to check the accuracy of the billing to ensure bills are correct and received on time.

3.6 COLLECTIONS



FAMS has a proprietary integrated billing and accounting software. Unlike working with external accounting applications like Quick Books, all billing, collections, account receivables are part of our 100% web-based system. As such, City officials are provided with online real-time access to view all account status at any time. This integrated approach saves time and money, and

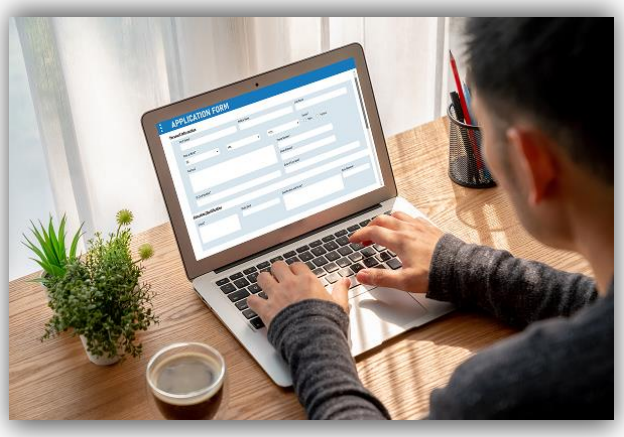
Improve data accuracy since all the information is integrated as part of one system.

Our solution is capable of collecting and reporting cash, credit cards, and check payments through Payment Gateway integration with your processor. The reports detail the location and the person who received the payment, including full reconciliation details.

Collection efforts are maximized based on a scientific process by utilizing trend analysis. Trend analysis reports give collection specialists detailed knowledge to setup and execute debtor callback patterns using a scientific process that generates a call list, which your customer service agents may use for collection efforts.

3.7 CITIZEN SELF-SERVICE WEB PORTAL

PMAM's FAMS has an established web portal that will be customized for citizens to complete primary alarm registration, renewal and payment processing. It is critical to give citizens a self-service portal with 24 hours, 7 days a week availability.
We recognize technically sophisticated citizens are more likely to complete a web-based, self-enrollment rather than using mail-in or call center options.



The citizen web portal will accomplish the following processes and objectives:

- Citizens can apply for permits online and pay online. Utilizing this process, citizens can be Alarm ordinance compliant in minutes. FAMS will be updated in real time. This will allow first responders to immediately access the alarm and permit information.
- The online permit application process is written carefully so that the address entered by the citizen is verified with relevant GEO file. This prevents someone from obtaining a permit that

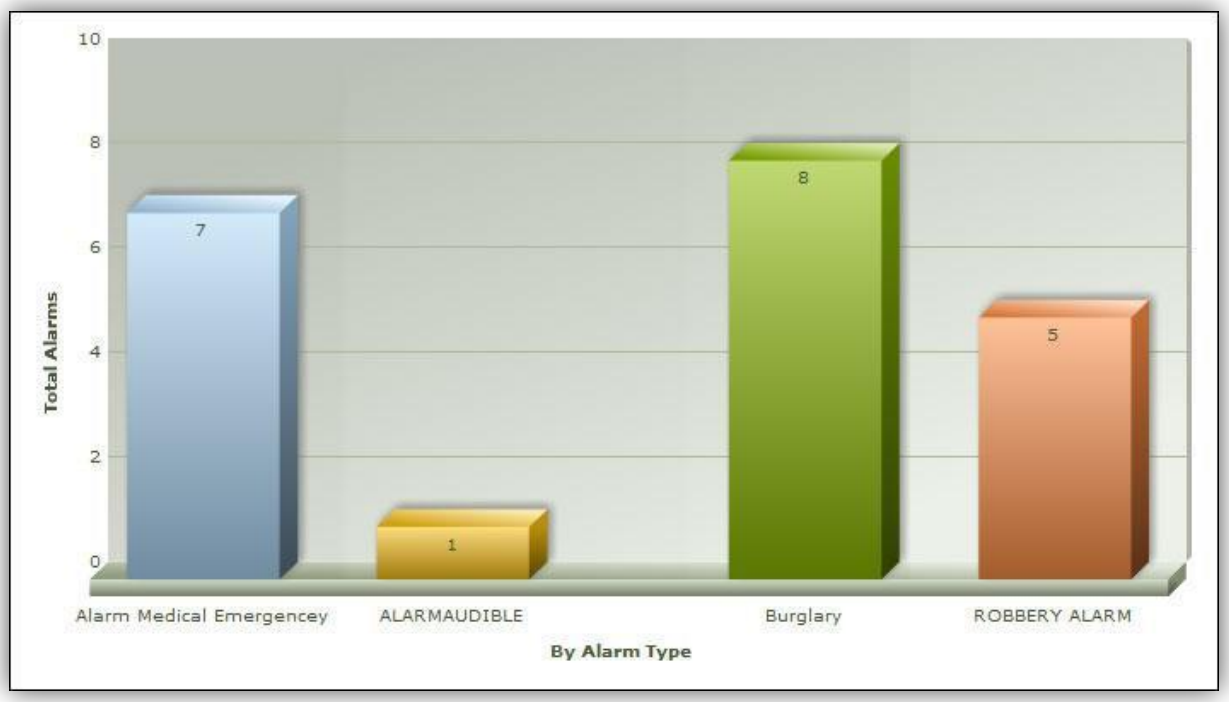
does not live within the City limits and will not get a police response from the City in the event of an alarm. The permit holder is made aware of all the conditions of the ordinance that he or she agrees to, before one can obtain a permit.

- Citizens, once signed up, can login into FAMS secured area to check all historical false alarm incidents, unpaid bills, permit information. Changes can also be made to Permits so all information remains current all the time.
- Citizens also enjoy the benefit of paying any renewal/false alarm fee that they receive during their residency.
- Citizens can change their contact information online. This ensures first responders have the most accurate data for each alarm permit.

PMAM's implementation team uses creative designs to make each portal unique and in line with the same theme as the City's website. The website is encrypted and secure to ensure safety for its users and information submitted. (SSL certificates are the responsibility of the City.) The portal will be setup by PMAM staff, at no other additional cost to the City.

3.8 REPETITIVE FALSE ALARM VIOLATORS IDENTIFICATION

FAMS



dashboards and scorecards systematically identify repeat offenders who cause a high number of

false alarms. These highly intelligent, analytical reports can then be utilized by your staff to engage high repeat offenders in multiple ways. This encourages repeat offenders to take corrective actions and prevent further false alarms from happening.

3.9 PROPRIETARY EMAIL ENGINE

FAMS includes an integrated email engine that will send out applicable messages to every permit holder that has had False Alarms in the previous month. The type of email message is intelligently selected by our solution, based upon the total number of false alarms in the last 12 months and the total false alarm calls in the previous month.



Your customer service staff can set the email program frequency specifically for the City. With this type of communication policy, your staff will be able to reach out to every single false alarm violator, including those that had fewer than the free alarms allowed before they are invoiced. Early engagement with citizens and businesses helps to communicate and enforce the City's alarm ordinance. This proactive outreach effort increases false alarm awareness with the community.

3.10 FAMS HEARING AND APPEALS SUPPORT APPROACH

FAMS will provide the needed forms and instructions to the permit holder, once a Customer Service Specialist receives notification where a permit holder wishes to undergo the appeal process. This appeals form can be received by fax, email, USPS mail and through the citizen self-service web portal.

FAMS's appeal module is capable of scheduling appeals for the month and also for future dates. On occasions, the City may provide time slots that can only accommodate a certain number of appeals, in the event a permit holder requesting an appeal cannot be scheduled in a given month. FAMS tracks these permit holders on the basis of their call date and time and schedules them for an appeal hearing as soon as the City communicates a new appeal hearing dates.

Many Cities follow a process where they look at the appeal details and make a decision and prefer PMAM to communicate these decisions to the permit holder.

No matter whatever process the City chooses, FAMS's appeal module will support the entire documentation, decision, and post-relevant notes so the decision and the background documentation are available through the life of the permit.

3.11 REPORTING

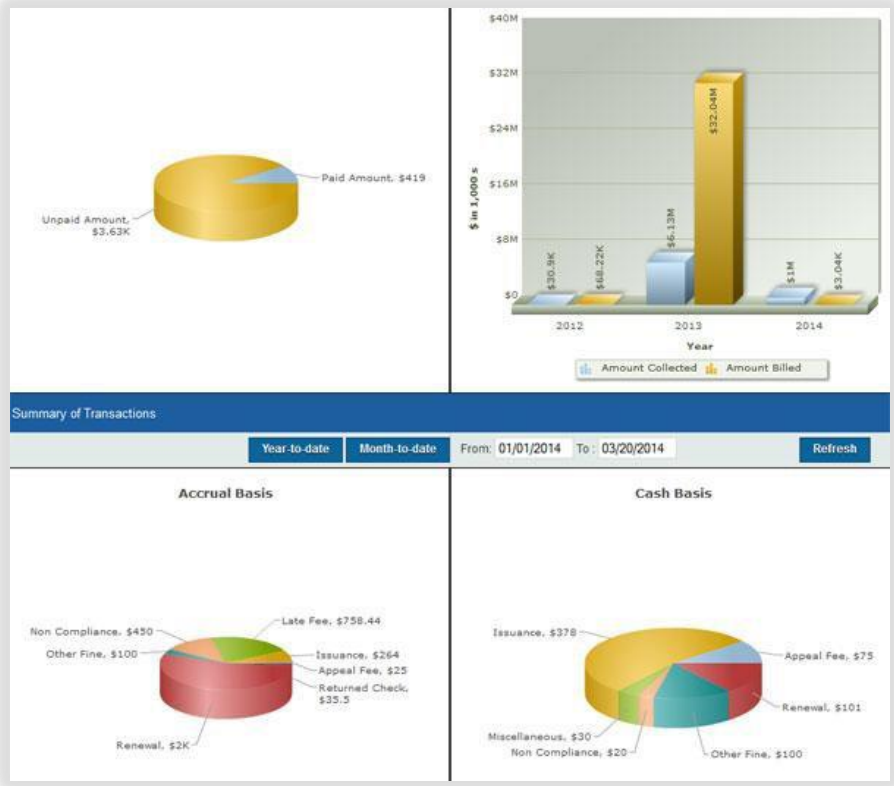
FAMS has numerous reports available to system users and decision makers. The majority of the reports have an option to export the results in PDF or Microsoft Excel formats. Several reports can be setup with multiple configurations, date ranges and status of a permit, etc.

FAMS is fully transparent because it is 100% web-based and has built-in, meaningful reports that are reviewed by City administrators, in real-time. FAMS data repositories allow 100% visibility and access to City staff.

FAMS has many specific reports for viewing billing and outstanding aging. Other reports also record the efforts that have been made by Customer Service Specialists in collecting a past due invoice. These reports are available in "Business Intelligence Dashboard" formats, Scorecards, "Payment Trend Analysis" as well as base reporting formats. All reports can be run for any period by providing the date range.

City officials desiring any permitting, billing, collections, false alarm reduction details, hearing process, security company and account receivables/aging details are able to get the information within minutes from these established web-based FAMS and configurable reports. This information is extremely helpful for budgeting and ongoing oversight of the false alarm program.

3.12 DASHBOARDS AND ANALYTICS REPORTS



FAMS is the pioneer alarm management solution that provides City decision makers with real-time statistical dashboards and analytic reports. City officials can monitor permit, false alarms, billing and collections information instantly at any time.

Additionally, PMAM had the vision in 2003 to utilize "**Drillable Reports**." Data points on dashboards and reports incorporate a drill-down technique from the FAMS user interface to access unit level data.

At PM AM with our Product Suite, we offer a platform that's 100% web based, accessible anytime, anywhere and PM AM provides full product support and training. Our platform includes three portals:

Administrative

User friendly with automated task to give you the most robust user interface. It is specifically designed for this application and includes a real time Dashboard, access to 100s of reports and the ability to export data via csv, pdf or excel formats.

Citizens Web Page

Customized easy to use reference for your citizens to use for all aspects of the program. Including permitting, paying fees, and ordinance and best practices information.

Alarm Company

Gives alarm companies in your area a database of their customers in your area which increases participation. Also gives you alerts of new alarm customers that have yet to obtain a permit and sends automated compliance reminder.

Empowers City Resources to deliver on Permitting, Accessing FA Data and Disposition Codes, Billing, Collections, Monthly Financial Reconciliations and Reports

SECTION 4

4. IMPLEMENTATION TIMELINE

Below is a schedule of the implementation process for putting in FAMS Product for your municipality.



- In the first week, we will arrange a kickoff to highlight what PMAM will require such as necessary paperwork signed, sample of incident data, and a clean copy of your false alarm ordinance.
- 8-10 weeks for implementation which consists of uploading data, building the 2 web-based portals.
- After the implementation phase, the next stage will be a demo and training to the municipality.

SECTION 5

5. PRICING

FAMS Full Service is a program managed by PMAM that involves various tasks such as customer service, billing, permitting, and collections.

FAMS Full Service

City Percentage	*PMAM Percentage*
65%	35%



(Mailing and banking fees will be paid by the City and will be deducted before split of revenue.)

No one time fees

This proposal is submitted by PMAM as the prime vendor. The City is allowed an unlimited number of users, but FAMS can only be used by City officials and any other City will not have any access to this clause of unlimited usage.

Proposal for the City of Madison

Background

The City of Madison is currently managing its city alarm ordinance internally. The department is exploring ways to enhance the program's effectiveness by increasing collections, maintaining low false alarm rates, and better serving its citizens. Consequently, city officials and PM AM have had extensive discussions. After reviewing PM AM's False Alarm Management platform and its impressive customer portfolio, the city wishes to engage PM AM's services as a turnkey solution to achieve its alarm management goals.

Proposal

PM AM proposes to receive 35% of the revenue collections, with the remaining 65% will be retained by the city.

Positive Outcome

By partnering with PM AM, the City of Madison stands to benefit from increased revenue collections and cost savings.

By improving collections and freeing up city resources currently devoted to managing the program, the city will achieve substantial savings and better service for its citizens.

5.1 CONTRACT STATEMENTS

PMAM submits this proposal for an initial term of 3 years. If written notice from the City to the Contractor terminating further services is not received by the Contractor at least sixty (60 days) prior to expiration of the Agreement, this Agreement shall be automatically renewed for a period of one (1) year on the same terms and conditions as set forth in the Agreement.

THANK YOU

Around the world
Around the clock
PM AM

Partnering for Safer Communities

Questions? We're here to help.

PMAM Corporation

www.pmam-copsource.com

AGREEMENT FOR ALARM PROGRAM ADMINISTRATION SERVICES

This Agreement for Alarm Program Administration Services (the "**Agreement**") is made and entered into in Dallas City, Texas by and between PMAM Corporation, a Texas corporation whose address is 5430 LBJ Freeway, Suite 370 Dallas, TX 75240, (the "**PM AM**") and the City of _Madison____, State of __Alabama_____ (the "**City**") to be effective upon the date of execution of this Agreement by the City Manager or the City's authorized designee as set forth on the Signature Page hereto (the "**Effective Date**").

Recitals

WHEREAS, the City desires to engage the services of PM AM to provide certain installation, conversion, operation and service of a False Alarm Management Program including the collection services in accordance with the City's alarm ordinances in accordance with the terms of this Agreement (as hereinafter defined) (collectively, the "**Services**"); and

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

Article 1
Scope of Services

1.1 The parties agree that PM AM shall perform the Services in accordance with the terms and conditions of the City's alarm ordinance and this Agreement. The parties' agreement consists of this Agreement and the following Exhibits**,** which are incorporated herein and made a part hereof by this reference thereto:

Scope of Work and Contract Requirements – Exhibit A
Pricing and Receipt of Collections - Exhibit B

In the event of a conflict in interpretation, the documents shall control in the following order: (ii) the Agreement, (ii) Exhibit A, and (iii) Exhibit B, as further modified by the written agreement by the parties as a result of software implemented and deployed by the parties.

Article 2
Terms of Agreement

2.1 The initial term of this Agreement shall be for a period of three (3) years commencing on the Contract Implementation Date (as hereinafter defined) and ending on the day immediately preceding the third anniversary of the Contract Implementation Date (the '**Initial Term**"), subject to earlier termination as set forth in Article 6 hereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement. As used herein, the term "**Contract Implementation Date**" shall mean the first day

of the calendar month for which PM AM commences billing for its Services to the City hereunder following the installation of the False Alarm Management Program.

2.2 PM AM shall receive compensation, including authorized reimbursements including reimbursement for any City fees paid by PM AM to the City to permit PM AM to provide the Services or Special Services hereunder, for all Services rendered under this Agreement at the rates set forth in pricing included in this Agreement as Exhibit "B". The compensation is based on a revenue sharing model.

2.3 At any time during the term of this Agreement, the City may request that PM AM perform Special Services for additional compensation to be agreed upon by the City and PM AM prior to the performance of any Special Services by PM AM. As used herein, Special Services means any work which is determined by the City to be necessary for this Agreement, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement and which PM AM agrees to perform. If the City and PM AM reach an agreement on the performance of Special Services, PM AM shall undertake such Special Services after receiving the authorization from the City.

2.4 The City acknowledges and agrees that PM AM reserves the right to offer, and may offer, similar services to other government agencies under similar terms and conditions as stated herein except that the revenue share percentage allocated to PM AM and the other government agency may be negotiated between PM AM and such other agency based on the specific revenue expectations, agency reimbursed costs, the exact scope of services to be provided by PM AM, and other agency requirements. PM AM acknowledges and agrees that the City shall have no responsibility or liability whatsoever hereunder with respect to any agreement entered into between PM AM and such other government agency.

Article 3
PM AM's Responsibilities

3.1 Subject to the limitations hereinafter set forth, PM AM agrees to and shall defend, indemnify and hold harmless the City, its officers, and management employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, litigation costs and expenses, arising out of the performance of the Services or Special Services, caused solely by any grossly negligent act or omission of PM AM, or any subcontractor of PM AM. Lack of insurance coverage does not negate PM AM's obligation under this paragraph of this Agreement.

3.2 At all times during the term of this Agreement, PM AM shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Contactor only insofar as the results of PM AM's services rendered pursuant to this Agreement. The City shall not have the right to control the means by which PM AM accomplishes services rendered pursuant to this Agreement.

3.3 Notwithstanding any other provision of this Agreement to the contrary, in no event whatsoever shall PM AM be liable for damages or losses attributable to its actions or inactions, or its subcontractor's actions or inactions, with respect to the Services or Special Services provided hereunder, whether for indemnification or otherwise, in excess of the Maximum Indemnification Amount. The Maximum Indemnification Amount shall be equal to the sum of: (i) any insurance

proceeds actually received by PM AM, or paid by PM AM's insurance carrier to the City, with respect to the claim for indemnification by the City hereunder, and (ii) the amount of fees actually retained by PM AM under this Agreement as its fee during the six (6) months immediately preceding the act Notwithstanding the preceding, the limitations on the indemnification or other obligations of PM AM set forth in this Section shall not apply to the obligation of PM AM to pay the City its share of the collected revenues as set forth in this Agreement.

3.4 Notwithstanding any other obligation of PM AM hereunder, in no event shall PM AM be liable for any indirect, incidental, special, consequential or punitive damages, including loss of fees, profits or income, arising directly or indirectly out of the provision or non-provision of Services or Special Services hereunder, whether or not PM AM had any knowledge that such damages might be incurred.

3.5 If PM AM is required to indemnify the City hereunder, PM AM may assume the defense of the City with counsel reasonably acceptable to the City at the expense of PM AM. In addition, the City may engage its own counsel to participate in any defense in any such proceeding at the City's expense.

Article 4
The City's Responsibility

4.1 The City shall cooperate with and assist PM AM by, among other things, making available, as reasonably requested by PM AM, management decisions, personnel, information, approvals, IT assistance and acceptance that are needed by PM AM to carry out its obligation under this agreement.

Article 5
Insurance Requirements

5.1 At the current time, PM AM does not maintain any offices in the State in which the City is located, nor does PM AM maintain any employees in such State. All Services required to be performed by PM AM hereunder shall be performed by PM AM at its offices in the State of Texas or elsewhere outside the State in which the City is located. PM AM shall, at its own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. PM AM shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been approved by the City, nor shall PM AM allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this Agreement. PM AM, at PM AM's sole cost, shall purchase and maintain, during the term of this Agreement, insurance coverage providing not less than the following:

5.1.1 Comprehensive or Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury or death and property damage. The coverage's under this policy shall include those found in the Comprehensive General Liability Broad Form endorsement. This policy shall have no standard coverage removed by exclusions, unless approved by the City.

5.1.2 Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

5.1.3 Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of $100,000 for each accident, $500,000 policy limit- Disease. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this Agreement.

5. 2 All insurance policies, other than Professional Liability, provided under this Agreement shall be written on an occurrence basis.

5.3 The City shall be named as additional insured on the General Liability and Automobile Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf. If PM AM, for any reason, fails to maintain insurance coverage which is required under this agreement, the failure shall be deemed a material breach of contract. The City, at its sole option, may terminate this Agreement.

5.4 Each insurance policy shall be endorsed to state that coverage shall not be canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City, or in the event of cancellation because of nonpayment of premium, that the insurer shall give written notice to the City not later than ten (10) days following cancellation.

5.5 Insurance is to be placed with insurers with a Best rating of no less than A:VII. Insurers must be duly authorized to transact business in the State of Texas.

5.6 Certificates of Insurance if requested shall be submitted on the Accord form only. Certificates and endorsements effecting coverage required by this clause shall be forwarded to the City's Purchasing Department.

Article 6
Termination of Agreement

6.1 Grounds for Termination

6.1.1 The City shall inform PM AM in writing, if PM AM fails to perform its duties under this Agreement with a ninety (90) days window to correct the problem. PM AM shall remedy the problem within ninety (90) days from the receipt of such notice. Should PM AM fail to remedy the problem within ninety (90) days, the City may terminate this Agreement.

6.1.2 In addition to any right of termination granted to the City pursuant to the provisions of Section 6.1.1 hereof, the City may terminate this Agreement without cause at any time **after** the first anniversary of the Contract Implementation Date upon thirty (30) days written notice to PM AM, subject to its obligations set forth in Section 6.2 hereof.

6.1.3 In addition, the City may terminate this Agreement without cause at any time **prior** to the first anniversary of the Contract Implementation Date (i) upon thirty (30) days written notice to PM AM (ii) the payment of an early termination fee of $10,000, which fee PM AM may deduct and offset against the next monthly payment or payments due the City

from the revenues collected by PM AM on behalf of the City hereunder as liquidated damages and not as a penalty. The parties acknowledge that the actual damages that PM AM would incur as a result of the early termination of this Agreement by the City without cause are uncertain and difficult to accurately estimate because of the parties' inability to predict the number of future permit holders, the fees or fines charged by the City for violation of its alarm ordinances, any other changes in the City's alarm ordinances that could impact the revenues collected by PM AM hereunder on behalf of the City, and other relevant factors. Accordingly, the parties agree that the foregoing Termination Fee is a reasonable and appropriate estimate of actual damages and shall be deemed liquidated damages and not a penalty.

6.1.4 PM AM's Fee Schedule and pricing for any and all Services to be provided by PM AM to the City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce or eliminate the applicable fee, fines and charges, such reduction or elimination shall be effective prospectively only and not retroactively so that the fee earned by PM AM for services provided prior to such modification of the alarm ordinance shall not be affected and the City shall not be entitled to any refund or credit arising from such modification of its alarm ordinance. In addition, if the change in the City ordinances relating to alarms would reduce or eliminate the fee, fines, and charges previously in effect, PM AM reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from PM AM to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then PM AM reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by PM AM under this Agreement. PM AM shall be paid all fees and costs due and owing PM AM as of the date of said termination.

6.1.5 PM AM may terminate this Agreement upon written notice to the City if the City misuses or attempts to appropriate the proprietary software of PM AM used in connection with its False Alarm Management Program (the "**PM AM Proprietary Software**").

6.1.6 PM AM may terminate this Agreement without cause at any time after the first anniversary of the Contract Implementation Date upon ninety (90) days written notice to the City.

6.2 Effect of Termination

6.2.1 If this Agreement is terminated as provided herein, the City may require PM AM to provide all finished and/or unfinished data and other information of any kind possessed by PM AM in connection with the performance of Services under this Agreement. PM AM shall be required to provide such information within a reasonable period of time of receipt of the request not to exceed thirty (30) days. Specifically, upon termination of this Agreement:

6.2.1a All data relating to alarm permits shall be owned by the City. Upon termination of this Agreement, PM AM shall promptly deliver to the City all data in MS-SQL format.

6.2.1b. PM AM retains all right and title to the PM AM Proprietary Software,

including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the PM AM Proprietary Software. The PM AM Proprietary Software is protected in favor of PM AM, as well as any future registered trademarks, are trademarks of PM AM.

6.2.1c. The PM AM Proprietary Software is considered loaned to the City during the duration of this Agreement as laid out in this Agreement and the City will not have any access to the PM AM Proprietary Software after the conclusion of the Agreement.

6.2.1d. The City shall pay PM AM all fees and costs due and owing PM AM as of the date of said termination.

6.2.1e. The provisions of this Section shall survive the termination of this Agreement.

Article 7
Confidentiality of Information

7.1 At all times, PM AM shall recognize the City's sole and exclusive ownership of all information provided by the City, and the sole and exclusive right and jurisdiction of the City to control the use of this information. Similarly, the City recognizes that the PM AM Proprietary Software is owned by PM AM and the City has no rights or claim thereto.

7.2 Each party agrees that neither it, nor its employees, subsidiaries, subcontractors, or agents shall disclose confidential information of the other party, to any person or to anyone except as necessary to perform its obligations under this Agreement, without the expressed written permission of the other party or unless required to do so by law. **City shall promptly inform PM AM if City receives a public records request for information designated by PM AM as confidential so as to provide PM AM an opportunity to object.**

7.3 Each party further agrees that in the event that any documents containing confidential information of the other party should be improperly used or removed in any way from the possession or control of the other party by a party, the breaching party shall immediately notify the other party orally and in writing, and shall join with the other party at their request in taking such reasonable steps as the owner of the confidential information may deem advisable to enjoin the misuse and regain possession of such confidential information, or steps otherwise necessary for the protection of the owner’s rights and the confidentiality of the information.

7.4 PM AM agrees to return any and all data furnished and information derived hereunder promptly upon a request by the City and its authorized designee.

Article 8
General Provisions

8.1 This Agreement and its attachments constitute the sole and only agreement between the parties

and supersede any prior understandings written or oral agreements between the parties with respect to this subject matter.

8.2 Except as otherwise provided herein, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other party; provided that PM AM may assign this Agreement to its successor without consent by the City by giving written notice to the City. This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.3 This Agreement shall be governed by the laws of the State of Alabama; and venue for any action concerning this Agreement shall be in the courts of Madison County, Alabama.

8.4 This Agreement may be amended by the mutual written agreement of the parties.

8.5 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8.6 Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

City of _Madison: _____

_____

_____

_____

PM AM: PMAM Corporation
Attn: Mr. Pankaj Kumar, President
5430 LBJ Freeway, Suite 370
Dallas, TX 75240

8.7 This Agreement may be signed in counterparts, each of which shall constitute an original.

(Signature Page Follows on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

_____ day of _____ in the year _____.

City of __Madison_____

By: _____
Name: _____,
Title: _____

Attest:

By: _____
Name: _____
Title: _____

PMAM Corporation

By: _____
PANKAJ KUMAR,
Chief Executive Officer

Attest:

By: _____
Name: _____
Title: _____

Exhibit A

Scope of Work and Requirements

Scope of Work:

It will be PM AM's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis.. PM AM shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information.

PM AM shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
    a. Alarm permits
    b. Permit Holders
    c. Permit Holders with outstanding charges
    d. Non-permitted locations with outstanding charges
    e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance, and any implementing resolutions or orders, as may be amended from time to time by the City
4. Performance of all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City
5. Generation of the following reports including but not limited to:
    a. New alarm permits issued and fees collected
    b. Annual permit renewals billed and fees collected
    c. Permits inactivated or revoked and reason for inactivation or revocation
    d. Permits reinstated and reason for reinstatement
    e. Number of false burglar alarms
    f. Number of false burglar alarms billed and fees collected
    g. Number of false robbery alarms
    h. Number of false robbery alarms billed and fees collected
    i. Number of reinstatement fees billed and fees collected
    j. False burglary and/or robbery alarms for permit owners
    k. False burglary and/or robbery alarms for non-permitted owners
    l. Suspension or revocation Report for permit holders as per ordinance, if applicable

6. System functionality to capture the following information:
   a. Permit number
   b. Permit issue date
   c. Permit expiration date
   d. Permit type (residential / commercial)
   e. Name of business or residential permit holder
   f. Site
      1) Street address and zip code of property
      2) Type of property (residential / commercial)
      3) Telephone numbers
      4) Contact persons (minimum of 2) and phone number(s)
      5) Type of alarm system installed (burglary, panic, robbery)
   g. Billing
      1) Name
      2) Full mailing address (includes zip code)
      3) Contact person and phone number(s)
   h. Permit Holder Responsible for Alarm
      1) Name
      2) Complete mailing address
      3) Phone numbers
   i. Name and telephone number of alarm monitoring company
   j. Name and telephone number of company that installed the alarm system
   k. Special Medical Concerns
   l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
      1) Permit number (or non-permitted identifier)
      2) Name of permit holder
      3) Location of permit holder
      4) Permit status
      5) Expiration date
      6) Last false alarm incident date and time
      7) Alarm type (i.e., burglar, panic, etc.)
      8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
      1) Incident number
      2) Priority
      3) Call code
      4) Disposition

5) Date
6) Time:
    (a) Received
    (b) Dispatched
    (c) Arrived
    (d) Cleared
7) Remarks
8) Site name and address
9) Reportee name, address, phone number
10) Dispatcher- employee number and terminal
11) Phone clerk - employee number and terminal
12) Cleared code and disposition (true/false)
13) Officer number
14) Unit(s) assigned

Collection requirements and provisions:

PM AM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the City Alarm Program Administration and Collection Service. PM AM will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

1. Bill format will provide stub or appropriate remittance form to accompany payment.
2. Bill format, permit forms, envelopes and related correspondence will identify the location of a PM AM staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information.
3. All bills, correspondence and related matters will be approved by the City.
4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate.
5. Records of bills will be retained by PM AM to apply to Account Receivable system (A/R) to be maintained by PM AM.
6. PM AM will develop an A/R file, which the City will have access to review at any time.
7. System functionality for the City to print a bill for customers wishing to make payments at the walk in cashier location(s) of the City and to provide on-line information to PM AM regarding such payments so that PM AM can maintain A/R file.
8. PM AM will provide the ability for customer to pay on-line, by mail and via walk-in cashier.
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by PM AM, unless and until the City directs that such payments be directed to a lock box address established by the City.
10. PM AM system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. PM AM will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations.

12. Notwithstanding the foregoing, the Services provided hereunder do not extend to any debt collection activities in the event the property owner does not pay the amount of the invoice submitted by PM AM. Any such debt collection activities shall be performed by an independent contractor selected either by (i) PM AM with the prior written consent of the City or its designee, or (ii) the City or its designee or agent upon written notice to PM AM.

Processing:

PM AM shall provide the services covered under this Agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

PM AM's Obligation:

In addition to the above, PM AM shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes.
2. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City RMS.
3. Defer to the City regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call.
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters.

Training

1. PM AM shall provide training for the City and Police employees. Training shall be conducted in several sessions on an as needed basis.

System Coordination

1. PM AM shall coordinate with the City's Finance Department, Information Services and the City Police Department to develop a system that will allow walk-in payments under the Agreement.

2. PM AM shall provide during the life of the Agreement on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, PM AM will make best efforts to restore service within seventy-two (72) hours

3. PM AM under this Agreement shall establish and provide public education, awareness and information regarding the City's Alarm Management Program.

City Licensing Fees

1. The City acknowledges and agrees that PM AM shall be exempt from any applicable City license fees in performing its services hereunder.

Exhibit "B"

Pricing and Receipt of Collections

This is a revenue sharing contract. PM AM shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City for the total of the actual revenues generated and collected for the City during the life of this Agreement including all adjustments for:

a. Alarm permit and renewal fees;
b. False alarms violation fee above a mandated limit;
c. Reinstatement fees;
d. Late fee for false alarms, permit fees and renewal fees
e. Other charges imposed by the City in relation to the City's
f. Alarm Program Management and Collection Services (except for criminal penalties).

City of Madison_____	**PM AM Corporation**
65%	**35%**

The City and PM AM shall share the revenue generated from fees, fines, and penalties as described above; provided that all bank charges and mailing fees incurred in connection with the Services rendered under this Agreement by PM AM shall be paid by the program before the foregoing split of fees.

In order to facilitate the sharing of revenues as set forth above, the City authorizes PM AM to open a P.O. Box and bank account on the City's behalf.

The City shall pay PM AM a $10 processing fee for each refund check processed by PM AM through the Program (the "**Processing Fee")** promptly upon receipt of an invoice from PM AM for such Processing Fee.

In addition, the City shall reimburse PM AM for its out-of-pocket postage expenses incurred by PM AM in performing its services to the City hereunder promptly upon receipt of an invoice from PM AM for such postage expense. At the election of PM AM, PM AM may submit an invoice to the City for such postage expense or Processing Fee and deduct and offset such amount(s) from the percentage amount to the City hereunder.

PM AM reserves the right to renegotiate this pricing should the City change the fee schedule for the false alarm ordinance.

In recognition of the fact that PM AM's Services under the Agreement and the expenses incurred by PM AM in performing such Services are incurred in advance of PM AM receiving a percentage of the fees collected under this Agreement and that the City shall have the benefit of such work as may have been completed up to the time of such termination, City agrees to continue to pay PM AM its percentage of

fees collected for a period of 90 days after the termination of this Agreement on fees collected during such period that are attributable to amounts billed by PM AM to permit holders prior to the date of termination of this Agreement. This provision shall survive the termination of this Agreement.

The share of the revenues payable to PM AM and the City in accordance with the provisions of this Exhibit B shall be determined and paid monthly within 15 days after the end of each calendar month during the Term hereof based upon the amount of collections during the immediately preceding calendar month, adjusted for any outstanding authorized reimbursements or expenses payable to PM AM in accordance with the terms of this Agreement.