



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
November 27, 2023

AGENDA NO. 2023-22-RG

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

A. Pastor Cody Edger, Cornerstone Word of Life Church

4. AMENDMENTS TO AGENDA

5. ROLL CALL OF ELECTED GOVERNING OFFICIALS

6. APPROVAL OF MINUTES

A. Minutes No. 2023-21-RG, dated November 13, 2023

7. PRESENTATIONS AND AWARDS

A. Madison Visionary Partners update for Kid's Kingdom - Melanie Thornton

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. **Resolution No. 2023-353-R:** Approving an annual appropriation agreement with the Convention and Visitors Bureau for FY 2024 in the amount of \$45,000 (to be paid from General Operating account)

- C. **Resolution No. 2023-354-R:** Approving an annual appropriation agreement with KTECH, A Workforce Initiative of the Kids to Love Foundation for FY 2024 in the amount of \$5,000 (to be paid from General Operating account)
- D. **Resolution No. 2023-355-R:** Approving an annual appropriation agreement with Liberty Learning Foundation for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)
- E. **Resolution No. 2023-356-R:** Approving Annual Appropriation Agreement with the Madison Beautification and Tree Board (MBTB). FY24 Appropriation in the Amount of \$7,500.00 to be paid from General Operating Account)
- F. **Resolution No. 2023-357-R:** Approving an annual appropriation agreement with the Madison City Community Orchestra for FY 2024 in the amount of \$2,500 (to be paid from General Operating account)
- G. **Resolution No. 2023-386-R:** Authorizing a service agreement with On-Line Information Services, Inc. for Police Department research purposes in the amount of \$84 per month (to be paid from Police Department budget)
- H. **Resolution No. 2023-388-R:** Declaring a damaged drone formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property.
- I. **Resolution No. 2023-392-R:** Authorizing the Second Amended Contract with Lee Company to provide HVAC service to the Fitness Center (Additional \$15,852 to yearly contract)
- J. **Resolution No. 2023-393-R:** Acceptance of final settlement from Alabama Municipal Insurance Corporation on Claim No. 059201AH for loss which occurred on February 4, 2023 Station #1 bay door. The final settlement will is \$1,591.00. The final amount to the City is \$591.00 after the \$1,000.00 deductible(to be deposited into General Operating account)
- K. **Resolution No. 2023-401-R:** Authorizing an amendment to contract with Republic Services for the addition of weekly trash service at Sunshine Oaks in the amount of \$98.73 per month (to be paid from General Services Department budget)
- L. **Resolution No. 2023-402-R:** Authorizing an amendment to contract with Republic Services for the addition of weekly trash service at the Wellness Center in the amount of \$98.73 per month (to be paid from General Services Department budget)
- M. **Resolution No. 2023-403-R:** Authorizing an amendment to contract with Republic Services for the addition of an as needed roll-off dumpster service at Sunshine Oaks in the amount of \$350 per haul and \$65 per ton (to be paid from General Services Department budget)
- N. Authorization of payment (Draw #4) to Enfinger Development, Inc. in the amount of \$201,406.62 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38).
- O. Acceptance of donation from Halo Homecare LLC in the amount of \$250.00 to be deposited into Senior Center Donation account
- P. Acceptance of donation from Madison Visionary Partners, Inc. in the amount of \$492,537.16 on behalf of The Madison City Disability Advocacy Board for the Kids Kingdom Renovation Project

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointments to Medical Clinic Board

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. 2023-400-R:** Request for an Off-Premises Beer and Wine License from 7964 Inc., doing business as Madison Quick Stop #2, for their location at 7964 Madison Boulevard

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2023-390-R:** Authorizing a Professional Services Agreement with Prominence Contracting LLC in an amount not to exceed \$66,700.00 for removal of floodway fill on Project No. 20-023 (to be paid from Contingency Line-Item in General Services Department)

FACILITIES & GROUNDS

- A. **Resolution No. 2023-395-R:** Authorizing a contract with MicroMain Corporation for a maintenance management software (\$9,792.00 to be paid for initial year; \$6,804 to be paid each additional year from Facilities & Grounds Budget)
- B. **Resolution No. 2023-396-R:** Authorizing an agreement to program the TRANE software system for the Wellness Center (\$1,906.49 one-time payment to be paid from Facilities & Grounds' Budget)
- C. **Resolution No. 2023-397-R:** Authorizing an agreement with TRANE for building automation services for Wellness Center (\$3,701.94 for initial year paid from Facilities & Grounds Budget)
- D. **Resolution No. 2023-398-R:** Authorizing a contract with Graham Construction LLC for repairs to the Main Street Café in an amount not to exceed \$110,000 (to be paid from insurance deductible line-item in General Services Department budget)

LEGAL

- A. **Proposed Ordinance No. 2023-375:** Amending the period of time that a noise permit may be filed from 15 days to 72 hours prior to event (First Reading 11/13/2023)

SENIOR CENTER

- A. **Resolution No. 2023-368-R:** Authorizing a Philanthropy Partnership Agreement between the City of Madison Senior Center and the Madison Chapter of the National Charity League, Inc. for volunteer support.

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2023-21-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
November 13, 2023**

The Madison City Council met in regular session on Monday, November 13, 2023, 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 Ranae Bartlett.

Pastor Huey Hudson, Restoration Church provided the invocation followed by members of Boys Scouts of America, Troop 404 to lead in the Pledge of Allegiance.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information, Economic Development and External Affairs Officer Traci Gillespie, Technology Director Chris White, ERP Support Specialist Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, Facilities Director Gerald Smith, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Director of Human Resources Megan Zingarelli, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Cheryl Russell, Margaret Daly, Bernadette Mayer, Robert Barlow Blake, Eugene Folks Jr., Cisar Castillo, Charity Stratton, Huey L. Hudson, John H. Merrill, Roslyn Pellerito, Bob Burns, Jan Ann Benefield, and Jacqueline Critton

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested to remove **Resolution No. 2023-342-R** from the Consent Agenda Item E to a further date.

With no more amendments to the agenda Council President Bartlett approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2023-20-RG DATED OCTOBER 23, 2023

Council Member Shaw moved to approve Minutes No. 2023-23-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Abstain
Council Member John Seifert	Aye

Motion carried.

MINUTES NO. 2023-11-WS DATED OCTOBER 18, 2023

Council Member Powell moved to approve Minutes No. 2023-11-WS. Council Member Spears seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Abstain
Council Member John Seifert	Aye

Motion carried.

PRESENTATIONS AND AWARDS

PROCLAMATION INTERFAITH DAY OF PRAYER

Mayor Finley presented members of the Interfaith Council, with a proclamation endorsing the third Saturday of November as "Interfaith Day of Prayer", and hereby proclaim the day November 18, 2023, as "Interfaith Day of Pray in the City of Madison".

Council Member Wroblewski announced this Saturday, November 18 at 10:00 am at the City Hall Flagpole. Everyone is welcome to attend and pray for the City of Madison.

Mayor Finley announced an unfortunate incident that occurred last Friday night and asked Police Chief Johnny Gandy to provide a little more information that would help moving into tonight's meeting. Police Chief Johnny Gandy advised several people were involved in this incident; one was a young man suffering from mental health issues arguing with family members earlier in the day. Later the family tried to have him go for a walk and cool down, he broke away from them and ran out onto Burgreen Road with the intention of being struck by vehicles going by. Two vehicles were able to avoid him, one of the vehicles having kids inside

turned around to warn other oncoming vehicles and found that he was struck by a 25-year-old female driver that was devastated hitting him resulting in a fatality that was an intentional act on his part. Police Chief Johnny Gandy continued that it is a disturbing trend because of (3) pedestrian fatalities within the past two years. Two out of the three were intentional acts that the individual was mentally ill and intentionally stepped out into traffic, one on County Line Road involving a female suffering from alcoholism and mental illness. She waited for the vehicle to jump in front of where trees had darkened the roadway. The third was an individual that was just not paying attention to traffic.

Police Chief Johnny Gandy stated 2 out of 3 is concerning and how they chose to end their lives in that manner, doing so has affected the lives of the drivers that struck them.

Mayor Finley commented that a couple of things in the agenda will highlight that council has appropriated to support organizations for mental health.

Council President Bartlett thanked the Mayor and Police Chief Johnny Gandy for the update.

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.*

CHARITY STRATTON (DISTRICT 6)

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

- Found no Interfaith church groups in the City of Madison and started to start one.
- Invited over 75 churches in Madison to participate.
- Monthly meetings are held with 9 out of the 75 faith communities represented.
- Thanked Council for the Proclamation of Interfaith Day of Prayer

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Restore 5 minutes for Public Comments
- Traffic lights placement and pedestrian crossing on Slaughter Road & Heather intersection for safety purposes
- Fire and gym equipment related to purchase of Hexagon Fitness Center
- Estimate for Wayfinding Signage project
- City needs for roads, sidewalks and traffic lights opposed to Hexagon purchase
- Noise permit filing time

- Extending sidewalk along Eastview Drive going south to intersection of Scenic Drive and Chadwick for sidewalk connections

MR. BOB BURNS (DISTRICT 4)

Mr. Burns appeared before Council and Mayor Finley to voice his concerns on the following item:

- Observed school buses driven empty
- Traffic volume on County Line Rd.
- Voting districts location too small at Lamb of God Church

MS. JENNIFER COE (DISTRICT 4)

Ms. Coe appeared before Council and Mayor Finley to voice her concerns on the following item:

- Clarity of where Appropriations are going to
- Madison Arts Council tax filing
- Purchase of Hexagon Center

MS. MARGI DALY (DISTRICT 6)

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

- LED lighting
- Mental health related to vehicle and pedestrian fatalities
- Public records requests
- Appropriations money
- Redistricting maps

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order including listing all donations received.

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

General Operating Account	\$3,510,206.55
Special General Operating Accounts	\$3,097.70
ADEM Storm Drainage	\$19,471.83
1/2 Cent Capital Replacement	\$342,930.88
Gasoline Tax & Petroleum Inspection fees	\$77,063.85
TVA Tax	3,596.71

Street Repair and Maintenance	\$746.58
CIP Bond Accounts	\$1,371,536.40
Library Building Fund	\$98,187.34
Water Distribution and Storage	\$2,573,026.60
Fire CPR	832.24

Regular and periodic bills to be paid

Resolution No. 2023-339-R: Approving an annual appropriation agreement with The Enrichment Center for FY 2024 in the amount of \$20,000 (to be paid from General Operating account)

Resolution No. 2023-340-R: Approving an annual appropriation agreement with Partnership For A Drug-Free Community for FY 2024 in the amount of \$20,000 (to be paid from General Operating account)

Resolution No. 2023-341-R: Approving an annual appropriation agreement with National Children's Advocacy Center for FY 2024 in the amount of \$30,000 (to be paid from General Operating account)

Resolution No. 2023-343-R: Approving an annual appropriation agreement with the Huntsville Hospital Foundation for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)

Resolution No. 2023-380-R: Authorizing an agreement with Cook's Pest Control for termite control services at 228 Mose Chapel Road in the amount of \$516 annually (to be paid from Facilities & Grounds Department budget)

Resolution No. 2023-382-R: Acceptance of final settlement from Alabama Municipal Insurance Corporation on Claim No. 060411AK for loss which occurred on August 12, 2023, to 2017 Fire Truck (\$13,899.28 to be deposited into General Operating account)

Resolution No. 2023-383-R: Providing for the disposition of personal property of negligible value, formerly used by the Fire Department, via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinance

Resolution No. 2023-387-R: Providing for the disposition of personal property of negligible value, formerly used by the Finance Department (Whirlpool Refrigerator), via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances

Authorization to increase Purchase Order from \$15,000 to \$19,341.26 for Slaughter & Associates for redistricting of council districts due to additional work to create a third redistricting plan (to be paid from Planning Department budget)

Authorization of Final Payment to Carcel & G Construction in the amount of \$261,388.72 for work completed on CIP Project #18-022 Hughes Rd Widening through 10/30/2023 per Bid # 2019-010-ITB (to be paid from 2018-C G.O. Bond)

Authorization for the Planning Department to solicit bids for the first phase of the Wayfinding Signage project

Acceptance of a check from Madison Street Festival in the amount of \$780.67 for the usage of MARS buses (to be deposited into the Recreation Department Salary Account).

Acceptance of Community Service Grant from Senator Tom Butler in the amount of \$10,000 (to be deposited into Fire Donation account)

Acceptance of Senior Center Donation from M. Flurer for \$25.00

Acceptance of State of Alabama Community - ADECA Grant from State of Alabama in the amount of \$500,000 (to be deposited into the Community ADECA Account)

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

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Mayor Finley first announced the appropriations just approved in the Consent Agenda are the organizations that Council supports:

- Enrichment Center
- Partnership for drug-free community
- National Children's Advocacy Center
- Huntsville Hospital Foundation that does support Apple

RESOLUTION NO. 2023-347-R: AUTHORIZING PURCHASE OF HEXAGON ITNESSCENTER IN THE AMOUNT OF \$4,419,000 TOTAL PURCHASE PRICE PAYABLE OVER 5 YEARS OF INSTALLMENT PAYMENTS (TO BE PAID FROM FUND 71)

Council Member Wroblewski moved to approve Resolution No. 2023-347-R. Council Member Spears seconded. Mayor Finley asked for City Attorney Brian Kilgore to explain the zero free interest. City Attorney Brian Kilgore summarized that Hexagon asked we designate the 2.5 interest rate even though no additional interest rate is charged to the city due to the IRS wouldn't impute one to it that would be higher than 2.5 that is entirely an accounting request and does not increase the purchase price. Council Member Wroblewski added at mid-year budget we'll be able to staff the facility to open to the public.

Council Member Denzine is concerned about the financing of the purchase. Mayor Finley explained the initial down payment is coming from Recreation's budget, next 5 years from bond 71. Council Member Denzine questioned what Recreation Department will be losing to pay for this. Director of Parks & Recreation Kory Alfred advised when doing his budget, he found cost savings of lighting at Palmer Park that can be deferred to this purchase. Council Member Denzine also asked what the costs will be for the staffing of facility. Mayor Finley replied to maintenance costs about \$160,000 annually, staffing costs to be discussed with recreation for all facilities and determined moving forward with staff placement at mid-year budget. Council Member Denzine stated we have uncertainty of costs for the community center, and you want to now add the cost of this facility without direct numbers. Mayor Finley replied "correct".

Council Member Denzine concerned adding more, although it would be great for the community but during the tour of the facility it was decided that citizens won't be utilizing it only city employees, so when did that change. Mayor Finley replied didn't think it changed, when council discussed not having a plan for the public to use it at this time, we will get there. Mayor Finley continued stating we have a choice to purchase facility at this price or have it built for \$16 million. The complex will accommodate for future growth. Council Member Denzine asked where this fits in the comprehensive plan. Mayor Finley explained the acreage along with city services there helps for the city growth. Council Member Denzine expressed concern for priority of needs for the city such as sidewalks, getting roads better.

Council President Bartlett asked City Attorney Brian Kilgore regarding the payment and the agreement that lists the 2.5% interest that you described is how Hexagon is going to book the payments and not increase cost to the city with no interest payment on top of the agreed purchase price. City Attorney Brian Kilgore replied that was correct it is strictly accounting purposes. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Nay
Council Member John Seifert	Aye

Motion carried.

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

- Thanked all that participated in the activities throughout Veterans week and on Veterans Day.
 - Prayer breakfast at the Hogan YMCA

- Went to Heritage Elementary School to watch them honoring their Veterans there, most other schools did the same.
- Thanked the Council Members, Police Chief Johnny Gandy, and Fire Chief David Bailey for participating in the Huntsville Veterans Day Parade. Never seen such a large crowd out to support our Veterans.
- Thank you everyone that is a Veteran for their service to our Nation.
- Ribbon cutting for our new pickleball courts behind the Hexagon Facility, continue to hear positive comments
- BJ's opened on Friday in Town Madison and congratulations to Director of Developmental Services Mary Beth Broeren that was the largest economic project in Madison and is extremely important to our city and town Madison area.
- Discussions are occurring regarding Slaughter Road of the engineering funding, major intersections, adding sidewalks and connectivity for safety
- Kids Kingdom ribbon cutting for opening at Dublin Park will be Monday November 20th at 10am
- Suggestions to have a civic engagement academy. Economic Development and External Affairs Officer Traci Gillespie and Director of Developmental Services Mary Beth Broeren will lead the project. Strongly believe the program is a benefit for the community to sign up and learn as much as possible about our city and thanks to those who have asked for it and we will help to make it happen
 - Begin the curriculum until the end of this year
 - Open it up for applicants possibly in February
 - Start sometime in the spring

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked the Chamber of Commerce for inviting me to their fourth quarter luncheon presented by Meta, very informative to learn about the diagnostics behind social media
- Thrilled that BJ's is in our community and the first in Alabama

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Mayor Finley and I attended the elected officials breakfast with Dutton area of the Association of Realtors about the importance of finding out where a house is specifically located in the city limits or in the county or unincorporated portion of the county.
- Had the first Tarcog Board Meeting where I presided as President
- Thrilled of BJ's in the City of Madison
- Enjoyed Veteran's Day Parade

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Although I did not attend but grateful for the Veterans Day Parade and for all our Veterans
- Thankful for living in a great community and to the police officers maintaining order in our city
- Grateful that we have this Interfaith group that we can all worship differently and still come together
- Grateful to reside in the City of Madison and call it my home

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

No new business to report

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanks to all our Veterans and it was wonderful parade, enjoyed waving and seeing so many people along the parade route
- Met with the Madison Visionary Partners and I am the Liaison with them to learn more and bring back a better understanding of what they do for the city, so I will be on the board and attend the meetings. I have a greater understanding of what their role is and how funds are obtained and what expectations are.
- Madison City Disability Advocacy Board is having their meeting tomorrow November 14th and are needing volunteers to work with special needs children.
- Many Christmas events are coming up, December 2nd is the tree lighting with new ornaments. Look at the calendar for all the wonderful Christmas events coming up in the city.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business to report

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF BRENDA MATTHEWS TO PLACE 3 OF THE MADISON STATION HISTORIC PRESERVATION COMMISSION WITH A TERM EXPIRATION OF OCTOBER 27, 2027

Mayor Finley nominated Brenda Matthews to Place 3. There being no further nominations, Ms. Matthews was appointed by acclamation.

APPOINTMENT OF CINDY SENSENBERGER PLACE 6 OF THE MADISON STATION HISTORIC PRESERVATION COMMISSION WITH A TERM EXPIRATION OF OCTOBER 27, 2027

Mayor Finley nominated Cindy Sensenberger to Place 6. There being no further nominations, Ms. Matthews was appointed by acclamation.

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2023-319: REZONING CERTAIN PROPERTY OWNED BY PHILIMOND S. SMITH, CONSISTING OF APPROXIMATELY ONE ACRE LOCATED AT 312 PALMER ROAD, FROM M-2 (GENERAL INDUSTRIAL) TO M-1 (RESTRICTED INDUSTRIAL) DISTRICT (FIRST READING 10/09/2023)

Director of Development Services Mary Beth Broeren advised the applicant has a karate studio wanting to be in this building that is not allowed in the M2 zone for this purpose. The Planning Commission and staff are also recommending approval of this.

Council President Bartlett opened the floor for public comments, and with there being none, public comments were closed.

Council Member Wroblewski asked if this was like the Soccer Academy. Director of Development Services Mary Beth Broeren replied yes that property on Westchester is zoned M1 already so that's what this property would be doing.

Council Member Shaw moved to approve Ordinance No. 2023-319 Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2023-321: REZONING CERTAIN PROPERTY OWNED BY FUSION REALITY, CONSISTING OF APPROXIMATELY 5.5 ACRES LOCATED AT 13 PENSION ROW (NORTH OF PALMER ROAD AND WEST OF PENSION ROW), FROM AG (AGRICULTURE) TO R-1B (FIRST READING 10/09/2023)

Director of Development Services Mary Beth Broeren explained several scenarios of how the property with residential lots shall be developed according to the zoning guidelines. The Planning Commission and staff would expect 5-10 houses on the property to approve.

Council President Bartlett opened the floor for public comments

Margy Daly is concerned that the real estate company will flip property and want to build more homes on property.

Bernadette Mayer concerned on amount of green space and drainage.

Council President Bartlett asked if there were any more public comments and with there being no more, public comments was closed.

Director of Development Services Mary Beth Broeren clarified questions asked. Council Member Wroblewski is concerned about property values and taxes for the residents along Pension Road that are on limited incomes. Director of Development Services Mary Beth Broeren is not aware of County Tax Assessor reassess property adjacent to new development and annually assess property by overall market values. Council Member Powell asked for examples that can go on the agricultural zone. Director of Development Services Mary Beth Broeren listed a few:

- Plant nurseries
- Schools
- Residential home based on amount of acreage.
- Crops

Council Member Shaw moved to approve Ordinance No. 2023-321 Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2023-323: AMENDING SECTIONS 4-16-2 AND 4-16-4 OF THE ZONING ORDINANCE PERTAINING TO THE ALLOWANCE OF MEDICAL OFFICE AND CHILDCARE CENTERS IN THE UC (URBAN CENTER) DISTRICT (FIRST READING 10/09/2023)

Director of Development Services Mary Beth Broeren explained ordinance to allow medical offices without the retail component and allowing childcare facility that is currently a shortage in the metro area. The Planning Commission and staff support allowing medical use without restriction or a requirement for the retail component on the ground floor but not supporting urgent care, surgery centers or hospitals are also recommending approval of this.

Council President Bartlett opened the floor for public comments.

Margi Daly is concerned children from daycare centers will be close to alcohol and possibly cannabis in the urban center district.

Council President Bartlett asked if there were any more public comments and with there being no more, public comments were closed.

Director of Development Services Mary Beth Broeren clarified questions asked about zoning locations and their criteria for childcare centers and medical offices which are met.

Council Member Spears moved to approve Ordinance No. 2023-323. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-373-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM BBB SMOKEYS LLC, DOING BUSINESS AS BIG BAD BREAKFAST, FOR THEIR LOCATION AT 8071 HIGHWAY 72 W MADISON, AL 35758

Deputy Revenue Officer Ivon Williams Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action.

Council President Bartlett opened the floor for public comments.

Margi Daly requesting map where liquor licenses are approved along with high percent sales tax city charges to purchase alcohol.

Council President Bartlett asked if there were any more public comments and with there being no more, public comments were closed.

Council Member Wroblewski moved to approve Resolution No. 2023-373-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2023-351-R: ACCEPTANCE OF THE EVERSTEAD (180 HUGHES ROAD) INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Shaw moved to approve Resolution No. 2023-351-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-370-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TNB CONSTRUCTION & CONCRETE FOR THE CONSTRUCTION OF ADA COMPLIANCE SIDEWALK RAMPS IN HOME PLACE SUBDIVISION | PROJECT NO. 22-029, IN AN AMOUNT NOT TO EXCEED \$28,450.00 (TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2023-370-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-381-R: AUTHORIZING AN AGREEMENT WITH SHOALS ELECTRIC IN THE AMOUNT OF \$15,900 FOR REPLACEMENT OF UPRIGHT TRAFFIC SIGNAL POLE FOR HARDIMAN ROAD AT COUNTY LINE ROAD INTERSECTION (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-381-R. Council Member Shaw seconded. Mayor Finley asked for confirmation at that intersection that improvements were made and continuing to analyze the flow of traffic for optimal results. City Engineer stated the improvements made for detection purposes is to keep traffic moving better. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2023-374-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NOLA | VAN PEURSEM ARCHITECTS FOR THE PUBLIC SAFETY ANNEX (ESTIMATED \$416,000 TO BE PAID FROM GENERAL CAPITAL IMPROVEMENT FUND #38)

Council Member Powell moved to approve Resolution No. 2023-374-R. Council Member Shaw seconded. Council Member Denzine asked where exactly this will be located. Facilities Director Gerald Smith answered the Hexagon 23A building the city purchased. Council President clarified to Council Member Denzine that the Public Safety Annex was just now named from this agenda. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-385-R: AUTHORIZING AN AMENDMENT TO A CONTRACT WITH LEE COMPANY FOR HVAC MAINTENANCE TO INCLUDE SUNSHINE OAKS AND PALMER PARK (ADDITIONAL \$4,692 TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-385-R. Council Member Seifert seconded. Council Member Powell asked if this was a normal type of contract. Facilities Director Gerald Smith replied it is quarterly maintenance and covers the equipment so if one fails it is to be repaired or replaced. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

HUMAN RESOURCES

PROPOSED ORDINANCE NO. 2023-377: AMENDING PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF MADISON, SECTION 11: ATTENDANCE AND LEAVE (FIRST READING, REQUEST TO SUSPEND THE RULES FOR IMMEDIATE CONSIDERATION)

Council Member Wroblewski moved to suspend the rules for immediate consideration of Ordinance No. 2023-377. Council Member Shaw seconded on unanimous consent. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

Upon suspension of the rules, Council Member Wroblewski moved to approve Ordinance No. 2023-377. Council Member Powell seconded.

Director of Human Resources Megan Zingarelli gave an overview of leave changes and added Juneteenth to the city official list of holidays. Council and Mayor Finley thanked her for her work on this. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2023-375: AMENDING THE PERIOD OF TIME THAT A NOISE PERMIT MAY BE FILED FROM 15 DAYS TO 72 HOURS PRIOR TO EVENT (FIRST READING)

This is a first reading only.

PROPOSED ORDINANCE NO. 2023-384: AUTHORIZING THE CONVEYANCE OF CERTAIN PROPERTY OWNED BY THE WATER & WASTEWATER BOARD OF THE CITY OF MADISON (FIRST READING - REQUEST SUSPENSION OF THE RULES)

Council Member Spears moved to suspend the rules for immediate consideration of Ordinance No. 2023-384. Council Member Shaw seconded on unanimous consent. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

Upon suspension of the rules, Council Member Powell moved to approve Ordinance No. 2023-384. Council Member Shaw seconded.

City Attorney Brian Kilgore briefly explained a water source north of Hwy 72 that Madison Utilities wants but the property there they thought had first right of refusal, but legal descriptions were wrong. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2023-378: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED AT 110 TOM THRASHER LANE WITHIN LOT 2A OF A RESUBDIVISION OF LOT 2 OF CLEGHORN PARK SUBDIVISION (FIRST READING - REQUEST SUSPENSION OF THE RULES)

Director of Development Services Mary Beth Broeren displayed a map of the property for the Vacation of Easement for a restaurant to be located on the property to remove any impediments, so this can be moved as quickly as possible.

Council Member Wroblewski moved to suspend the rules for immediate consideration of Ordinance No. 2023-378. Council Member Shaw seconded on unanimous consent. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
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Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

Upon suspension of the rules, Council Member Shaw moved to approve Ordinance No. 2023-378, Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

POLICE

RESOLUTION NO. 2023-308-R: AUTHORIZING THE RETIREMENT OF MADISON POLICE DEPARTMENT K-9 BRUNO AND THE TRANSFER OF OWNERSHIP FROM THE CITY OF MADISON TO OFFICER ADAM LAWSON

Police Chief Johnny Gandy advised the past couple of months K9 Bruno was removed from aggression work and only utilizing his nose for tracking due to him aging and with some physical issues and is ready for retirement. Police Chief Johnny Gandy invited K9 Bruno and Officer Lawson to come up before Council expressing how very well K9 Bruno is trained by an outstanding handler.

Officer Adam Lawson made a heartfelt statement regarding K9 Bruno stating "It's been said that it is not just those with two legs who are born with a soul that has the courage to wear a badge. For the last nearly 7 years of my 11 years of service, K9 Bruno has been my partner, my protector and best friend. When I discovered this past spring Bruno had developed a spinal disease due to the years of intensive training necessary to do our job, it goes without saying I was devastated, upon reflection I believe that he would say it was the keepsake of a life span defending something. He is my faithful companion through many long shifts and for several years we owned the night. With K9 Brunos ever ready nose ready to serve, we have protected the citizenry from the criminal elements". Officer Lawson listed K9 Bruno achievements:

- Completed hundreds of narcotic seizures
- Countless evidence recoveries
- Successfully executed 29 criminal apprehensions of dangerous offenders
- Located murder weapons leading to the successful prosecution of two homicide suspects
- Found lost children and the elderly

- Entertained hundreds of children and adults of canine demonstrations

Officer Lawson began thanking K9 Bruno for bringing him home after every single shift and being his eyes and ears through many dark places steadfast and unwavering at my side and of all the souls I've encountered in my years of service yours is the most human.

K9 Bruno and Officer Adam Lawson were given a standing applause.

Police Chief Johnny Gandy presented a large bone to K9 Bruno which he was pleased to accept.

Council Member Wroblewski moved to approve Resolution No. 2023-308-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

Police Chief Johnny Gandy stated to K9 Bruno that he served your fellow Officer's well as well as the citizens of the City of Madison.

Second applause given.

RESOLUTION NO. 2023-372-R: AUTHORIZING AN AGREEMENT WITH THE NORTH ALABAMA HIGHWAY SAFETY OFFICE FOR TRAFFIC SAFETY GRANT FUNDS

Council Member Wroblewski moved to approve Resolution No. 2023-372-R. Council Member Powell seconded.

The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2023-379: AMENDMENT TO CITY CODE REPEALING PROVISIONS REQUIRING POLICE OFFICERS TO PLACE, MONITOR AND REMOVE HUMANE ANIMAL TRAPS (FIRST READING)

Police Chief Johnny Gandy advised Animal Control Officer's are extremely busy with domesticated animals and have no training on how to handle wild animals and prefer to handle only domestic animals they pick up every day. Council Member Wroblewski asked if rules can be suspended for an immediate vote which all agreed.

Council Member Wroblewski moved to suspend the rules for immediate consideration of Ordinance No. 2023-379. Council Member Powell seconded on unanimous consent. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

Upon suspension of the rules, Council Member Wroblewski moved to approve Ordinance No. 2023-379. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RECREATION

RESOLUTION NO. 2023-376-R: AUTHORIZING A FACILITY USE AGREEMENT WITH THE VETERANS OF FOREIGN WARS POST 5162 FOR MEETING ROOM SPACE

Council Member Wroblewski moved to approve Resolution No. 2023-376-R. Council Member Powell seconded.

The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Barlett advised we will not have a Work Session in November and have sent a proposed date for our next Work Session to council and wait for replies before it is posted.

ADJOURNMENT

Having no further business to discuss Council Member Wroblewski moved to adjourn.
The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:37 p.m.

Minutes No. 2023-21-RG, dated November 13th, 2023, read, approved and adopted this 27th day of November 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lisa Ritz
Recording Secretary

RESOLUTION NO. 2023-353-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON
COUNTY CONVENTION & VISITORS BUREAU 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 Convention & Visitors Bureau for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty-Five thousand dollars (\$45,000.00)** for FY 2024.

READ, PASSED, AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU** (hereinafter “**CVB**”) 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, CVB 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, 2024.
2. During said term, it is hereby agreed that CVB 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 CVB the sum of Forty-Five thousand dollars and no cents (\$45,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, 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. CVB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CVB 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 CVB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by CVB 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 CVB, nor shall CVB 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, CVB 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 CVB and that officers, employees, and any other agents of CVB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. CVB 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. CVB 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 CVB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. CVB 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.

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CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley 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 _____, 2023.

Notary Public

EXHIBIT A

The Huntsville/Madison County Convention & Visitors Bureau (CVB) promotes the City of Madison in our print materials, on our website, through social media platforms and at trade shows and other consumer exhibitions across the country. In an effort to know the city and network with its leaders, one staff member, Jamie Koshofer, Vice President-Conventions is designated as our hands-on liaison. He and two staff members attend Madison Chamber of Commerce (MCC) quarterly luncheons. The CVB attends after-hours events and other related events in Madison, and we purchase a table to support the annual Connect event. We are always ready to promote and lend support to Madison events and activities. Madison hospitality members attend the CVB's annual Tourism Summit during National Tourism Week and quarterly partner update events. The CVB coordinated the "Trains on Main" community project with MCC, which continues to be a popular promotion.

Information on the Rocket City Trash Pandas, their scheduled games and events at Toyota Field, and Town Madison, are promoted online and highlighted to appropriate media contacts. We enjoy promoting Madison craft breweries and over 120 Madison restaurants are promoted as well.

The CVB features Madison amenities in the following promotional materials:

- Madison rack card
- Destination Guide
- Points of Interest Map and Accommodations Map
- Dining Guide
- Online Events Calendar
- Birding Trail brochure
- Foundations of Faith brochure
- CityVision in-room video shown in 261 Madison hotel rooms
- Excursions guest directory available in 872 Madison hotel rooms
- Name badges for convention attendees & table skirting for welcome table
- Group Tour Planner
- Meeting Planner Guide
- Outdoor Guide
- Sports Guide

The CVB contracted with Threshold 360 to capture and deliver 360 degree video images of local hotels, attractions and facilities. Videos have been or are being made for Madison properties which are posted to their listings on the CVB website, used by our team to show options for meeting planners, group tour operators and sports tourism planners, and provided to the property, attraction or facility to use in their own promotional activities.

The CVB represents the City of Madison at more than 40 trade and consumer shows throughout the country each year. Here is a partial list of the shows/associations in which the CVB participates:

- Alabama Council of Association Executives – exhibit at the tradeshow to sell state association executives on bringing their meetings to our area
- American Society of Association Executives

- Travel South Showcase / Travel South International – exhibit with other Alabama cities to provide reasons to include Huntsville/Madison/Madison County when promoting future travel to the U.S.
- Association of the United States Army National Convention held in Washington, DC each year
- Travel Media Meet-up twice annually – 25-30 appointments with travel media journalists to gain exposure of things to see and do in the area
- HelmsBriscoe Annual Business Meeting – third party meeting planners that represent hundreds of clients to encourage them to bring business to our market
- Connect Sports – meet with over 30 sports planners
- North American Travel Journalists Association Annual Conference

Madison hospitality partners participate in:

- Historic walking tours in April, a local event with statewide promotion
- iHeart social media campaign in February
- Attractions Week in May
- Restaurant Week and Culinary Month in August
- History Month in October
- Brochure delivery to hotels on a routine basis
- Event promotion on social media platforms by the CVB Social Media Manager
- Graphics produced in-house by our Graphic Designer to support and enhance sales, marketing and promotional efforts
- Media site visits
- Threshold 360 video promotion
- Bandwango / Show Your Badge promotion

A general search for “Madison” on www.huntsville.org reveals that the city figures prominently throughout, as well as in printed material at all local Visitor Centers. The display cases and photographs in the Visitor Center are available and include Madison events and attractions. Photographs of Madison are prominently displayed in the Visitor Centers and provided to media.

The CVB is engaged in many partnerships with national, state and local partners, U.S. Travel Association, Southeastern Tourism Society, Alabama Tourism Department and Alabama Mountain Lakes Tourist Association, to name a few, which assist team members with best practices, education and promotion ideas, and support the CVB’s mission to keep our communities top of mind as a visitor destination and meeting place.

The CVB led the efforts to bring college football to Madison for the first time as UNA faced Jacksonville State in front of 10,000 fans at Toyota Field this fall. The event brought an ESPN+ broadcast audience who were introduced to Madison through the game, and the novelty of playing football in the baseball park drew national attention to the game, including a segment on ESPN Gameday and College Football Final. The success of the event has already drawn interest from several entities on more events coming to Madison that will continue to elevate the city and make a positive economic impact on the community.

Our marketing department works with print, social and broadcast media representatives to inform their consumers of the wealth of events and activities happening here.

A full-time social media manager posts on various timely subject matter and engages with visitors who have questions or need additional assistance before, during or even after their stay. We arrange news conferences with broadcast media when special promotions such as Attractions Week, Restaurant Week, Culinary Month and History Month.

The CVB offers many services free of charge. We are proud to represent all local attractions, hotels, restaurants and meeting facilities with no membership fees required from industry partners.

The City of Madison continues to be a growing part of the hospitality industry, with Town Madison, Toyota Field, new restaurants and shops, and nearly 20% of the rooms in the county. With this tremendous growth, it's an exciting time to promote our cities and county.

RESOLUTION NO. 2023-354-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH KTECH, A WORKFORCE INITIATIVE OF THE KIDS TO LOVE FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with KTECH, A Workforce Initiative Of The Kids To Love Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 2024.

READ, PASSED, AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

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COUNTY OF MADISON

AGREEMENT

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

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that KTECH shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to KTECH the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. KTECH pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, KTECH agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by KTECH.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by KTECH regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of KTECH, nor shall KTECH at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, KTECH being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of KTECH and that officers, employees, and any other agents of KTECH are not nor shall they be deemed to be officers, employees, or agents of the City.
7. KTECH is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. KTECH hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or KTECH may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. KTECH agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

KTECH – KIDS TO LOVE FOUNDATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, 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 Paul Finley 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 _____, 2023.

Notary Public

EXHIBIT A

KTECH, a workforce initiative of the Kids to Love Foundation is a key player in providing innovative training to support Madison's growing industries. The Pandemic created an enormous hole in the job market. We have seen the need to educate and train differently to get people back to work. KTECH teaches Mechatronics, Robotics, Soldering and Virtual Reality. Since its inception in 2016, KTECH will award 426 certifications.

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

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

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

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

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

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

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

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

RESOLUTION NO. 2023-355-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH LIBERTY LEARNING
FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Liberty Learning Foundation 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 2024.

READ, PASSED, AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

www.pearson.com

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

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, 2024.
2. During said term, it is hereby agreed that LLF shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to LLF the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. LLF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LLF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by LLF.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LLF regardless of the purpose for which the debt

or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of LLF, nor shall LLF at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, LLF being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of LLF and that officers, employees, and any other agents of LLF are not nor shall they be deemed to be officers, employees, or agents of the City.
7. LLF is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. LLF hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or LLF may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. LLF agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

LIBERTY LEARNING FOUNDATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, 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 Paul Finley 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 _____, 2023.

Notary Public

Exhibit A

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

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

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

- Consumables for 25 students per classroom:
 - Student Workbooks
 - Statue of Liberty Crowns
 - Statue of Liberty Fun Facts
 - American Flags
 - Graduation Certificate
 - T-shirts
- Teacher support
 - Statue of Liberty Replica – Visual aid
 - Books that support, highlight and enrich the 10 lessons
 - Teacher Resource (binder with detailed curriculum & background information)
 - Program Resource DVD with video lessons
 - Full Online Access (established during COVID to provide easy access to teachers and parents)

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



RESOLUTION NO. 2023-356-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON
BEAUTIFICATION AND TREE BOARD (MBTB) 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 Beautification and Tree Board (MBTB) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$7,500.00)** for FY 24.

READ, PASSED, AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 27th day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON BEAUTIFICATION AND TREE BOARD** (hereinafter “**MBTB**”) 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, MBTB 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, 2024.
2. During said term, it is hereby agreed that MBTB 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 MBTB the sum of Seven thousand Five hundred dollars and no cents (\$7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, 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. MBTB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MBTB 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 MBTB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MBTB 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 MBTB, nor shall MBTB 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, MBTB 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 MBTB and that officers, employees, and any other agents of MBTB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MBTB 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. MBTB 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 MBTB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MBTB 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 BEAUTIFICATION AND TREE BOARD

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 Beautification and Tree Board 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 _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, 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 Paul Finley 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 _____, 2023.

Notary Public

Exhibit A

Madison Beautification & Tree Board Purpose

The City of Madison Beautification and Tree Board (MBTB) was established on October 28, 2002, and acts in an advisory capacity to the Mayor and City Council. Its purpose is to enhance the quality of life in Madison through beautification and environmentally friendly practices.

Beautification & Tree Board Programs & Projects

- Beautification Awards Judging
- Beautification Award Winners Luncheon
- Beautification Awards Sign Placement
- Beautification Plaques for Best in Show and Excellence Awards
- Fall Tree Plantings in Downtown Madison
- Keep Alabama Beautiful Workshops and Projects
- Arbor Week Tree Planting
- Arbor Week Workshop
- Arbor Day Poster Contest for all Madison 5th grade students
- Tree Education Workshops and Resource Materials
- Library Book Donation
- Chamber of Commerce Membership
- Chamber of Commerce Kids and Business Expo
- Zoom Membership for meetings
- IT requirements

RESOLUTION NO. 2023-357-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CITY
COMMUNITY ORCHESTRA 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 City Community Orchestra for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Two thousand Five hundred dollars (\$2,500.00)** for FY 2024.

READ, PASSED, AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON CITY COMMUNITY ORCHESTRA** (hereinafter “MCCO”) 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, MCCO 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, 2024.
2. During said term, it is hereby agreed that MCCO 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 MCCO the sum of two thousand five hundred dollars and no cents (\$2,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, 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. MCCO pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCCO 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 MCCO.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCCO 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 MCCO, nor shall MCCO 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, MCCO 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 MCCO and that officers, employees, and any other agents of MCCO are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCCO 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. MCCO 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 MCCO may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCCO 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 CITY COMMUNITY ORCHESTRA

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 City Community Orchestra 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 _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, 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 Paul Finley 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 _____, 2023.

Notary Public

EXHIBIT A

Since its founding in 2015, the Madison City Community Orchestra (MCCO) has been actively pursuing its mission of fostering and encouraging the appreciation of music, in all its various forms, with emphasis on orchestral and chamber music. Our goal is to raise the common standard of musical education and enjoyment, and to provide exceptional performances for a broad and diverse public in our city.

Our all-volunteer organization hosts events within the community that foster collaborative growth in the area of the arts. We have participated in the events shown below since our previous proposal to the City of Madison and plan to perform in more events next year.

MCCO Events

Events Since the Last Budget Request	Event Participation Planned for Upcoming Year
Fall/Winter 2022	Fall/Winter 2023
<ul style="list-style-type: none"> • MCCO Fall Concert -Musical Trick or Treat • Madison Street Festival Booth • MCCO Christmas Tree • Madison Tree Lighting/Lantern Parade • Madison Christmas Capers • MCCO Winter Concert – Holiday Celebrations • Ensemble performances at area assisted living/nursing homes • Various MCCO Chamber and Ensemble performances • Holiday Concert at the Madison Public Library • Burritt on the Mountain Candlelight Christmas 	<ul style="list-style-type: none"> • MCCO Fall Concert – In the Deep • Madison Street Festival Booth and ensemble performances • MCCO Christmas Tree • Madison Tree Lighting/Lantern Parade • Madison Christmas Capers • MCCO Winter Concert – It’s a Classical Christmas • Holiday Concert at the Madison Public Library • Various MCCO Ensemble and Chamber performances • Ensemble performances at area assisted living/nursing homes • Madison City Christmas Parade • Burritt on the Mountain Candlelight Christmas • Various MCCO Chamber performances • Additional events as information and opportunities becomes available
Spring/Summer 2023	Upcoming 2024 Season
<ul style="list-style-type: none"> • MCCO Spring Concerts – Sibelius, Saint Saens & Smith • MCCO Summer Concert – Community’s Choice • MCCO/MidCity July 1st Fireworks Concert • “Be Local Bash” at Madison Public Library 	<ul style="list-style-type: none"> • State of Madison City Address (if planned) • MCCO Spring Concert – Beethoven Symphony No. 3 • Summer Concert – 80th Anniversary of D-Day • Various MCCO Ensemble and Chamber performances • Additional events as information and opportunities becomes available

As the majority of our activities are within the confines of the City of Madison and participation is open to community members, the bulk of our expenditures and, thus, any revenue we receive, is directly related to City of Madison citizen participation. In the past year, we have continued to maintain an average of 75 active adult/youth performers. As members of the community continue to add their talents to our group, we must purchase new instruments and equipment to meet our continually changing and expanding requirements. We also have upkeep and maintenance costs associated with instruments and equipment owned by the orchestra.

As we expand our repertoire, new music must be purchased. Each of these items are necessary to continue operation. Therefore, the funding provided by the City of Madison will go towards the purchase of replacement percussion equipment, percussion cabinet, stand cart, stands, stand lights, and other items.

We thank the City of Madison for its continued support to MCCO.

RESOLUTION NO. 2023-386-R**AUTHORIZING A SERVICE AGREEMENT WITH ON-LINE
INFORMATION SERVICES, INC.**

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 Service Agreement with ***ON-LINE INFORMATION SERVICES, INC.*** for the computing services, software and database information from Alacourt.com for use by the Madison Police Department. Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Alacourt.com Service Agreement SA-05.001," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama

Execute and Mail this Agreement to:

Alacourt.com
Post Office Box 8147
Mobile, Alabama 36689-0147

On-Line Information Services, Inc. – Alacourt.com Service Agreement SA-05.001
Telephone: 251.344.3333 (Mobile) 877.799.9898 (Toll-Free)
Email: Info@alacourt.com Website: http://www.alacourt.com

Customer Name : **City of Madison Police Department**
Contact : **Terrell Cook**
Address : **100 Hughes Rd**
City: **Madison** State: **AL** Zip: **35756**
Telephone: **256-772-5674** Fax:
Email: **terrell.cook@madisonal.gov**
AOC Setup fee: **\$150**
User Type: **Single - \$84.00 (per month)**
Reason: **Obtain case dispositions to aid in property/evidence retention decisions and for background checks.**

TERMS AND CONDITIONS

ON-LINE INFORMATION SERVICES, INC., as limited agent for the State of Alabama (ON-LINE) agrees to furnish certain online information database services herein specified and Customer agrees to make payments as provided for herein and abide by the terms and conditions of this Agreement.

1. The term of this agreement shall be for a period of one year and shall be renewed for successive one year periods without further action by the parties, but may be terminated at the end of any one year period by either of the parties hereto by not less than sixty days written notice sent via certified mail to the other party.
2. The On-Line service (service) consists of computing services, software and databases provided by On-Line. These terms and any operating rules published over the Service constitute the entire agreement between On-Line and Customer with regard to the Service and supersede all prior arrangements.
3. Upon notice published over the Service, On-Line may modify this Agreement, the operating rules or prices. On-Line may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.
4. Customer's right to use the Service is not transferable and is subject to any limits established by On-Line.
5. Customer is responsible for and must provide all telephone and other equipment and services necessary to access the Service.
6. Customer shall pay, in accordance with the Billing Options selected above, any registration, validation or installation fees, any hourly usage, minimum, communication, storage, and other charges at the rate in effect for the billing period in which those charges are incurred, including, but not limited to any purchases made through the Service, any premium and special transaction charges and for any surcharges incurred while using any supplemental networks or services other than the Service. Customer shall pay all applicable sales and use taxes relating to Customer's use of the Service. Customer shall be responsible for all use of the Service accessed through Customer's password. Customer further acknowledges that passwords are issued for a single Customer location and sharing of passwords by multiple users shall result in the immediate termination of service.

7. If the payment method for your On-Line account is by credit card or ACH and payment is not received by On-Line from the bank, card issuer or its agents, you agree to pay all amounts due upon demand by On-Line. Each time you use On-Line Services, or allow or cause On-Line Services to be used, you agree and reaffirm that On-Line is authorized to charge your designated account or card. Your bank or card issuer's agreement governs your use of your designated card or account in connection with On-Line, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as an accountholder or cardholder. You agree that On-Line may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that On-Line may delay obtaining authorization from your bank or card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your bank or card issuer. You agree that On-Line may submit charges for your usage fees and monthly service fee (if applicable) each month, without further authorization from you, until you provide prior notice (in accordance with On-Line's verification procedures, as may be established by On-Line from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card or bank account. Such notice will not affect charges submitted before On-Line reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact On-Line's Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by On-Line in accordance with this Agreement. On-Line reserves the right to suspend or terminate your On-Line account without notice upon rejection of any card charges or if your bank or card issuer (or its agent or affiliate) seeks return of payments previously made to On-Line when On-Line believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to On-Line.

8. On-Line's bill for services will be rendered on the 1st day of each month. RealTime Access Service will be billed in advance. Tracking & Monitoring services and per search charges will be billed for services rendered in the month preceding. Customer agrees to pay a late fee of \$5.00 on any account upon which there is a prior balance due as of the billing date. Additionally, customer agrees to pay a late charge of one and one-half percent per month (eighteen percent per annum) on all unpaid balances outstanding more than thirty days from initial billing date. In the event Customer fails to make timely payments or otherwise breaches this Agreement, Customer agrees to pay to On-Line, the actual costs of collection, including a reasonable attorneys fee. TERMS ARE NET 10 DAYS.

9. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE AND THE MATERIAL THEREIN AND STORAGE OF INFORMATION WHICH APPEARS IN THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER ON-LINE NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ON-LINE OR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. NEITHER ON-LINE, NOR ANYONE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY. THE PROVISIONS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. LICENSORS INCLUDES THE ADMINISTRATIVE OFFICE OF COURTS, THE ADMINISTRATIVE DIRECTOR OF COURTS, AND ALL UJS PERSONNEL.

10. CUSTOMER EXPRESSLY AGREES AND UNDERSTANDS THAT ALL PUBLIC INFORMATION DATABASES FURNISHED BY ON-LINE REPRESENT DUPLICATIONS OF OFFICIAL RECORDS AND ARE MAINTAINED AND MADE AVAILABLE FOR CONVENIENCE PURPOSES ONLY. THE OFFICIAL PUBLIC RECORDS EXIST ONLY IN THE OFFICES OF APPROPRIATE PUBLIC OFFICIALS. ON-LINE DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE PUBLIC INFORMATION CONTAINED WITHIN ITS DATABASES. ANY LEGAL OR BINDING ACTIONS SHOULD BE BASED SOLELY UPON APPROPRIATE CHECKS OF OFFICIAL PUBLIC RECORDS.

11. CUSTOMER AGREES TO INDEMNIFY ON-LINE AND HOLD IT HARMLESS FROM CLAIMS OF ANY NATURE BY ANY PARTY WHICH ARISE AS A RESULT OF CUSTOMER'S USE OF SERVICE.

12. Except as expressly permitted in the operating rules, Customer may not commercially exploit or reproduce, redistribute, retransmit, publish, or otherwise transfer any information which Customer receives through the Service or supplemental to the Service. Customer agrees to comply with all Federal, State and local laws, rules and regulations, including, but not limited to, the Fair Credit Reporting Act. It is expressly a violation of this agreement to use the service to conduct successive case retrieval in an effort to build a database of cases duplicating all or part of the records maintained by the State of Alabama Court System.

13. This Agreement is, and shall be governed by and in accordance with the laws of the State of Alabama. Any cause of action of Customer with respect to the Service must be instituted within one year after the claim or cause of action has arisen or is barred. Any dispute arising out of or in connection with this agreement shall be resolved by arbitration under the auspices and rules of the American Arbitration Association. Any failure of On-Line Information Services, Inc. to assert any rights it may have under this Agreement does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.

Date:	Date:
ON-LINE INFORMATION SERVICES, INC	CUSTOMER
By:	By:

Generated On:

11/7/2023 2:13:21 PM

RESOLUTION NO. 2023-388-R

WHEREAS, the City of Madison have in their possession, among others, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

Quantity	Description
1	DJI Matrice 30T Drone Serial # 1581F5BKD225A00B2PU2

; and

WHEREAS, the Police Department has no further use for said personal property and that said personal property be declared surplus as it has no useful life or fixed asset value to the City; and

WHEREAS, Article V, Section 16-108, of the Madison City Code, provides for disposition of personal property of negligible value pursuant to resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Police Department is hereby authorized to dispose of the surplus personal property, as listed above.

READ, APPROVED, and ADOPTED this 27th day of November 2023.

Ranae Bartlett, City Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November, 2023.

Paul Finley, Mayor
 City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07492 (MPD# 4901)

(Existing Assets Number)

Section 2

Date: 11/13/2023

Department: Police

Item Description: DJI Matrice 30T Drone

Serial/Model #: 1581F5BKD225A00B2PU2

New: ☐ Used: ☐

Location: Special Operations

Vendor Name: Adorama

Asset Class: Activity Code: Fund: Acct. No.:

Date Item Acquired: 06/30/2022

Cost or Donated Value: \$13,999.00

Enhancements:

This drone crashed. Adorama replaced. New tag acquired for replacement.

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: (Department Head or Designee)

11/13/2023

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2023-392-R**RESOLUTION TO AMEND CONTRACT WITH LEE COMPANY
TO PROVIDE ADDITIONAL HVAC MAINTENANCE TO
WELLNESS CENTER**

WHEREAS, on October 11, 2021, in accordance with the Alabama Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for HVAC Maintenance for nine (9) City properties (hereinafter the "Project"); and

WHEREAS, all sealed Bids were timely and properly submitted in response to the Project's Invitation to Bid on or about November 10, 2021; and,

WHEREAS, after review and consideration of all Bids submitted, City staff selected Lee *Company* as the lowest responsible bidder for the Project upon a submitted bid of \$97,884 yearly costs for HVAC maintenance of the nine (9) properties; and

WHEREAS, on or about December 2, 2021, the City entered a contract with Lee *Company* for a period of one (1) year with the parties having an option to renew the contract for up to three (3) total years; and

WHEREAS, on or about November 13th, 2023 Council approved the first amendment the Contract so that Lee *Company* would also provide additional HVAC maintenance services to the Sunshine Oaks and Palmer Park facilities at an additional cost of \$4,692.00; and

WHEREAS, the City is schedule to take title to the Hexagon Wellness Center on November 20, 2023; and

WHEREAS, upon recommendation of Facilities and Grounds Director, Gerald Smith, the City seeks to add the newly acquired Wellness Center to the contract with Lee Company for an additional \$15,852.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor or his designee shall be hereby authorized to execute an agreement to provide for additional HVAC maintenance to the Well Center facility in accord with those terms and conditions provided in the " Second Amended Contractor Services Agreement," subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year; and

BE IT FURTHER RESOLVED that, the Finance Director is hereby authorized to forward payment to Lee *Company* in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
Legal Department—Competitive Purchasing Division
INVITATION TO BID
#2021-011-ITB | HVAC Maintenance Program

SECOND AMENDED AGREEMENT FOR HVAC MAINTENANCE PROGRAM

THIS AGREEMENT is amended to provide for those additional terms provided herein for HVAC Maintenance for City facilities known as Sunshine Oaks and Palmer Park and is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Lee Company, hereinafter referred to as “Contractor.”

WITNESS TO:

WHEREAS, on October 11, 2021, in accordance with the Alabama Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for HVAC Maintenance for nine (9) City properties (hereinafter the “Project”); and

WHEREAS, all sealed Bids were timely and properly submitted in response to the Project’s Invitation to Bid on or about November 10, 2021; and,

WHEREAS, after review and consideration of all Bids submitted, City staff selected *Lee Company* as the lowest responsible bidder for the Project upon a submitted bid of \$97,884 yearly costs for HVAC maintenance of the nine (9) properties; and

WHEREAS, upon the recommendation of Facilities and Grounds Director, Gerald Smith, the City seeks to amend the Contract so that *Lee Company* shall also provide additional HVAC maintenance services to the newly acquired Wellness Center facilities in addition to those other properties originally subject to this agreement; and

WHEREAS, the additional cost of HVAC services for adding the Wellness Center will increase the cost of the annual contract by \$15,852.00; and

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

A. SERVICES TO BE PROVIDED.

The parties agree to expand the number of City properties subject to this agreement to include the Wellness Center.

B. FINANCIAL ARRANGEMENTS.

The parties agree to increase the annual cost of HVAC maintenance by \$15,852.00.

C. ORIGINAL AGREEMENT.

All other terms and conditions of the December 2, 2021 Agreement for HVAC Maintenance Program, the First Amended Agreement executed on November 14th, 2023 remain in full force and effect with this amendment as if entirely incorporated herein.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of November 2023.

Notary Public

By: _____

Its: _____

Date: _____

§

§

§

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

Given under my hand this the _____ day of November 2023.

Notary Public



City of Madison
Attn: Gerald Smith

11/15, 2023

Re: Maintenance Agreement Additions/Changes

Dear Gerald Smith:

I want to thank you for allowing Lee Company the opportunity to continue providing maintenance on the HVAC equipment serving your facility. Per your request, we offer the following changes to your maintenance agreement.

Add the 3 new sites listed below to the existing Max Protection Agreement. The same terms and scope of maintenance will apply.

Service Location	Annual Cost
Fitness Center 190 Graphics Drive Madison, Alabama 35758	\$15,852.00

This revision will result in an addition of **\$15,852.00** to the current annual amount of \$93,192.00. The revised annual investment will be **\$109,044.00** beginning on __/01/____. Your new monthly billing amount will be \$9,087.00.

Please see Exhibit A for the equipment and filter inventory.

General terms and conditions outlined in the original maintenance agreement will apply.

Sincerely,

Stuart Casey
Facility Solutions Consultant

Accepted by: _____

Print Name: _____

Title: _____

Date: _____



Exhibit A

Inventory of Equipment – Fitness Center

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location
1	MAU 001	Trane	FADA0664EB04001	T03F37152	10 HP	Roof
1	RTU 001	Trane	YSC092A4RLA	325100703L	7.5 Ton	Roof
1	RTU 002	Trane	YCH240B4L0JA	356101570D	20 Ton	Roof
1	RTU 003	Trane	YCH240B4L0JA	317100297D	20 Ton	Roof
1	RTU 004	Trane	YCH330A4L1B	C03F04987	27.5 Ton	Roof
1	RTU 005	Trane	YCH330A4L1B	C03F04985	27.5 Ton	Roof
1	RTU 006	Trane	YSC092F41VF4RLA	164511329L	7.5 Ton	Roof

Air Filter Service – Fitness Center

Unit	Qty	Changes/Yr	Size	Type
MAU 001	4	4	4X24X24	Extended Surface Pleated
MAU 001	4	4	4X20X25	Extended Surface Pleated
MAU 001	4	4	4X16X25	Extended Surface Pleated
RTU 001	4	4	2X16X25	Extended Surface Pleated
RTU 002	8	4	2X20X25	Extended Surface Pleated
RTU 003	8	4	2X20X25	Extended Surface Pleated
RTU 004	16	4	2X16X20	Extended Surface Pleated
RTU 005	16	4	2X16X20	Extended Surface Pleated
RTU 006	4	4	2X20X25	Extended Surface Pleated





Franklin
331 Mallory Station Road
Franklin, Tennessee 37067
p 615.567.1000 • f 615.567.1027

Cumberland
1140 First Avenue South
Baxter, Tennessee 38544
p 931.520.3434 • f 877.572.3856

North Alabama
26670 Success Drive SW, Ste H
Madison, Alabama 35756
p 256.353.1500 • f 256.898.3446

Bluegrass
5237 Nashville Road, Building 6
Bowling Green, Kentucky 42101
p 270.467.7000 • f 270.282.8783

RESOLUTION NO. 2023-393-R**ACCEPTANCE OF SETTLEMENT OFFER ON CLAIM NO. 059201AH FOR FIRE
DEPARTMENT COLLISION DAMAGE**

WHEREAS, on February 4, 2023, which loss of the best knowledge and belief of insured was caused Fire truck colliding with bay door, causing damage.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$1,591.00.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$1,591.00 with a \$1,000.00 deductible resulting in a payment to the City in the amount of \$591.00 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 27th day of November 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS TO

\$142,934.927
Amount of Policy at Time of Loss
10/01/2022
Policy Effective Date
10/01/2023
Policy Expiration Date

Alabama Municipal Insurance Corporation
INSURANCE COMPANY

0094347281233
Policy Number
Woodall & Hoggie Insurance
Agency At

Claim Number: 059201AH

Agent

By the above indicated policy of insurance you insured:

City of Madison

against loss by damage upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A property loss occurred about 2:30 o'clock PM. on the 4th day of February, 2023. The cause and origin of said loss was: Fire truck colliding with bay door, causing damage.

Property Involved in Claim: LOC: 9-1 Fire Station # 1 - 101 Mill Road.

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: n/a.

Title and Interest: At the time of the loss the interest of your insured in the property described therein was n/a.
No other person or entity had any interest therein or encumbrance thereon, except: n/a.

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except:

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss.....\$2,759,705.00

Full Replacement Cost of said property at time of loss.....\$ _____

Full Cost of Repair of Replacement..... \$ 1,591.00

Applicable Depreciation..... \$ _____

☐ Actual Cash Value Loss..... ☒ Replacement Cost Loss..... \$ 1,591.00

Less deductible and/or participation by the insured..... \$ (1,000.00)

☐ Actual Cash Value Loss..... ☒ Replacement Cost Loss..... \$ 591.00

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed : \$0.00.

This loss did not originate by any act, design, or procurement of the insured, or the insured, or this subscriber, nothing has been done by or consent of the insured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in but such as were in the building damaged or destroyed, belonging to and in possession of the insured at the time of loss: no property saved has been concealed and no attempt to deceive the company has been made. Any other information that may be required will be furnished and considered part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insured in making of this proof, is not a waiver of any rights of said insurer or any of the conditions of this policy.

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

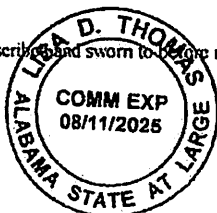
State of Alabama

Insured Paul Tuley

County of Madison

By Mayor - City of Madison

Subscribed and sworn to before me this 10th day of October, 2023



[Signature] Notary Public

RESOLUTION NO. 2023-401-R**AUTHORIZING AN AMENDMENT TO AGREEMENT WITH REPUBLIC
SERVICES TO ADD WEEKLY TRASH SERVICES FOR SUNSHINE
OAKS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Republic Services for the addition of weekly trash services at Sunshine Oaks, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



11/20/2023

Gerald Smith
Sunshine Oaks
228 Mose Chapel Rd
Madison, AL35758
Quote: A910478425

CITY OF MADISON:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 256-327-4400. It's that easy.

Service Details

SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$98.73 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$98.73
Total Estimated Amount	\$98.73

One Time Charges

Delivery Charge Subtotal	\$306.25
Valued Customer Discount - Delivery	- \$306.25
Total One-Time Amount	\$0.00

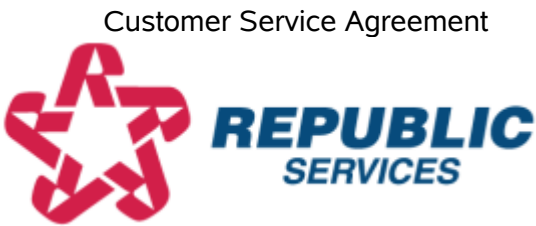
Stephanie Veeseey
Republic Services
256-327-4444
shealy@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	CITY OF MADISON
ATTN	Gerald Smith
ADDRESS	100 HUGHES RD
CITY	MADISON, AL
STATE	
ZIP CODE	35758-1110
TEL. NO.	(256) 614-3608FAX NO.

SITE LOCATION		
SITE NAME	Sunshine Oaks	
ADDRESS	228 Mose Chapel Rd	
CITY	Madison, AL	
STATE		
SUITE		
ZIP CODE	35758	
TEL. NO.	(256) 614-3608	FAX NO.
AUTHORIZED BY	Gerald Smith	TITLE
CONTACT	Gerald Smith	TITLE Manager



AGREEMENT NUMBER	A910478425
------------------	------------

ACCOUNT NUMBER	979-2404
----------------	----------

EMAIL : gerald.smith@madisonal.gov

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	8.00Yd(s)	N	1	P	N	1/1/W				N	HS04	12/1/2023		\$98.73	\$100.00			Delivery \$306.25 Exchange \$200.00 Extra Yds \$65.00 Relocate \$260.00 Removal \$192.39	

BFI Waste Services, LLC DBA Allied Waste Services of Decatur, Allied Waste Services of Huntsville, Republic Services of Huntsville

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____

(AUTHORIZED SIGNATURE)

TITLE: _____

BY :

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

TITLE:

DATE OF AGREEMENT

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

Valued Customer Discount - Delivery for 1 container FL 8.00 yard - \$306.25

Delivery Notes:

Safety: No Safety Concerns

COMMENTS:

See reverse for Terms and Conditions

Item K.

TERMS AND CONDITIONS

1. AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

2. RESPONSIBLE PARTY. "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

3. TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 1 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

4. TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

5. DEFINITIONS. "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE. Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

7. PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

8. ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

9. SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

10. RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

13. SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-Compliance), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:

RESOLUTION NO. 2023-402-R**AUTHORIZING AN AMENDMENT TO AGREEMENT WITH REPUBLIC
SERVICES TO ADD WEEKLY TRASH SERVICES FOR WELLNESS
CENTER**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Republic Services for the addition of weekly trash services at the Wellness Center, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



11/20/2023

Gerald Smith
Wellness Center - Bldg 31
190 Graphics Dr
190 Graphics Dr
Madison, AL35758
Quote: A910478565

CITY OF MADISON:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 256-327-4400. It's that easy.

Service Details

SMALL CONTAINERS

Equipment Qty/Type/Size:	1 - 8 yard Containers	Base Rate:	\$98.73 per month
Frequency:	1/Week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$98.73
Total Estimated Amount	\$98.73

Stephanie Veesey
Republic Services
256-327-4444
shealy@republicservices.com
www.republicservices.com

** The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.*

***FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.*

INVOICE TO	
CUSTOMER NAME	CITY OF MADISON
ATTN	Gerald Smith
ADDRESS	100 HUGHES RD
	190 Graphics Dr
CITY	MADISON, AL
STATE	
ZIP CODE	35758-1110
TEL. NO.	(256) 614-3608FAX NO.

SITE LOCATION		
SITE NAME	Wellness Center - Bldg 31	
ADDRESS	190 Graphics Dr190 Graphics Dr	
CITY	Madison, AL	
STATE		
SUITE		
ZIP CODE	35758	
TEL. NO.	(256) 614-3608	FAX NO.
AUTHORIZED BY	Gerald Smith	TITLE
CONTACT	Gerald Smith	TITLE Manager



AGREEMENT NUMBER	A910478565
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ACCOUNT NUMBER	979-2404
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EMAIL : gerald.smith@madisonal.gov

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N		FL	8.00Yd(s)	N	1	P	Y	1/1/W				N	HS04	12/1/2023		\$98.73	\$100.00			Delivery \$306.25 Exchange \$200.00 Extra Yds \$65.00 Relocate \$260.00 Removal \$192.39	

BFI Waste Services, LLC DBA Allied Waste Services of Decatur, Allied Waste Services of Huntsville, Republic Services of Huntsville

HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____

(AUTHORIZED SIGNATURE)

TITLE: _____

BY :

(AUTHORIZED SIGNATURE)

CUSTOMER NAME (PLEASE PRINT)

TITLE:

DATE OF AGREEMENT

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No

Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

Delivery Notes:

Safety: No Safety Concerns

COMMENTS:

See reverse for Terms and Conditions

Item L.

TERMS AND CONDITIONS

1. AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

2. RESPONSIBLE PARTY. "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.

3. TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS. UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 1 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

4. TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

5. DEFINITIONS. "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.

6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE. Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.

7. PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

8. ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waster, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.

9. SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

10. RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.

11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.

12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT. THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.

13. SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-Compliance), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. **If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.**

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT,

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:

RESOLUTION NO. 2023-403-R

AUTHORIZING AN AMENDMENT TO AGREEMENT WITH REPUBLIC SERVICES TO ADD ROLL OFF DUMPSTER FOR SUNSHINE OAKS

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Republic Services for the addition of roll off dumpster services at the Sunshine Oaks, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



11/17/2023

Gerald Smith
City of Madison-Sunshine Oak
228 Mose Chapel Rd
Madison, AL35758
Quote: A910473992

CITY OF MADISON:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 256-327-4400. It's that easy.

Service Details

LARGE CONTAINERS

Equipment Qty/Type/Size:	1 - Open Top - 30.00Yd(s)	Haul Rate:	\$350.00	per haul
Frequency:	On-Call	Disposal Rate:	\$65.00	per ton
Material Type:	Solid Waste			
Hauls/ month:	1.0			

Estimated Monthly Amount *

Large Container Haul Charge	\$350.00
Large Container Disposal Charge (4 tons)	\$260.00

Total Estimated Amount	\$610.00
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One Time Charges

Delivery Charge Subtotal	\$312.50
Valued Customer Discount - Delivery	- \$162.50

Total One-Time Amount	\$150.00
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Lakely Craig
Republic Services
(256) 327-4448
lcraig@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Monday, October 30, 2023

Draw # 4

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	39%	\$288,119.30	\$240,171.12	\$47,948.18
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	89%	\$93,748.95	\$58,698.11	\$35,050.84
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	60%	\$135,318.60	\$16,911.00	\$118,407.60
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	35%	\$18,411.07	\$18,411.07	
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	55%	\$762,299.85	\$560,893.23	\$201,406.62

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE

11/7/23

DEVELOPMENT MANAGER:

GARY GRAY

DATE

11-2-2023

Rev: 07/28/2015 gg

APPROVED

Michael L. Johnson

By Michael L. Johnson at 9:19 am, Nov 09, 2023

Madison Branch Roundabout

10/25/2023

Draw # 4

HARBAUGH

EROSION CONTROL					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Silt Fence Type A	2450	LF	\$ 4.00	\$ 9,720.00
2	Hay Bales - Check Dams	5	EA	\$ 30.00	\$ 150.00
3	Curlew Sedimentation Logs	30	EA	\$ 30.00	\$ 900.00
4	Rip Rap	40	TN	\$ 35.00	\$ 1,400.00
5	Sod - Disturbed Areas	5,635	SY	\$ 4.50	\$ 25,357.50
6	Construction Entrance & Maintenance (ROAD UP-KEEP)	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 52,627.50

LANDSCAPE					
1	Sod - In Center Roundabout Island	560	SY	\$ 4.50	\$ 2,520.00
Subtotal:					\$ 2,520.00

SITE DEMOLITION					
1	Sign Removal	5	EA	\$ 50.00	\$ 250.00
2	RCP Removal	40	LF	\$ 30.00	\$ 1,200.00
3	Asphalt Removal	775	SY	\$ 8.00	\$ 6,200.00
4	Fence Removal	665	LF	\$ 3.00	\$ 1,995.00
5	Fire Hydrant Relocation	1	EA	\$ 4,500.00	\$ 4,500.00
6	Utility Pole Relocation	3	EA	\$ 1,500.00	\$ 4,500.00
7	Telephone Pedestal Relocation	1	EA	\$ 600.00	\$ 600.00
8	Traffic Control	1	LS	\$ 22,000.00	\$ 22,000.00
9	Misc. Demolition	1	LS	\$ 8,800.00	\$ 8,800.00
Subtotal:					\$ 50,045.00

SITE GRADING					
1	Clearing and Grubbing (Depends on how much lay down)	1.15	AC	\$ 8,500.00	\$ 9,775.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
3	Layout and Staking	1	LS	\$ 10,000.00	\$ 10,000.00
4	Strip Topsoil (8") and place where needed	1,476.00	CY	\$ 4.00	\$ 5,904.00
5	STRUCTURAL CUT to be filled	1,166.00	CY	\$ 4.00	\$ 4,664.00
6	NON-STRUCTURAL CUT to be filled	644.00	CY	\$ 7.00	\$ 4,508.00
7	STRUCTURAL Borrow Needed	298.00	CY	\$ 8.00	\$ 2,384.00
8	NON-STRUCTURAL Borrow Needed	515.00	CY	\$ 5.00	\$ 2,575.00
9	Backfill Curb & Gutter	1,430.00	LF	\$ 2.50	\$ 3,575.00
10	Final Grade Roads 1' behind curb	6,583.00	SY	\$ 1.50	\$ 9,874.50
Subtotal:					\$ 68,259.50

STREETS					
1	24" Curb and Gutter	1,430	LF	\$ 18.50	\$ 26,455.00
2	9" Sidewalks	460	SY	\$ 54.00	\$ 24,840.00
3	Handicap Ramps	2	EA	\$ 3,100.00	\$ 6,200.00
4	12" Base (Shoulder)	265	SY	\$ 32.00	\$ 8,480.00
5	10" Base	4,582	SY	\$ 23.00	\$ 104,926.00
6	4" Base (Sidewalk)	1,039	SY	\$ 16.00	\$ 16,624.00
7	3" Binder	3,874	SY	\$ 17.00	\$ 65,858.00
8	2" Wearing Layer	4,455	SY	\$ 18.00	\$ 80,190.00
9	Concrete (Traffic Splitters, Islands, & Driveway Extension)	553	SY	\$ 75.00	\$ 41,475.00
10	Roadway Striping	1	LS	\$ 32,000.00	\$ 32,000.00
11	Street Signage (Proposal from TRAV-AD 9.19.22)	1	LS	\$ 11,000.00	\$ 11,000.00
Subtotal:					\$ 439,848.00

STORM SYSTEM					
1	18" RCP (In Road)	7	LF	\$ 77.00	\$ 539.00
2	36" RCP (In Road)	178	LF	\$ 165.00	\$ 29,370.00
3	36" RCP (Out of Road)	360	LF	\$ 158.00	\$ 56,880.00
4	ICT BOX	1	EA	\$ 4,400.00	\$ 4,400.00
5	Standard SINGLE-WING INLET	4	EA	\$ 4,800.00	\$ 19,200.00
6	Throat Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
7	36" S-P Headwall	1	EA	\$ 3,600.00	\$ 3,600.00
Subtotal:					\$ 118,789.00

10.1 TOTAL \$731,889.00

WATER SYSTEM					
1	12" CL 350 DUCTILE IRON PIPE MAIN	1126	LF	\$ 80.00	\$ 90,080.00
2	12" GATE VALVES	7	EA	\$ 3,800.00	\$ 26,600.00
3	Connect to Existing Main	2	EA	\$ 1,500.00	\$ 3,000.00
4	12" X 6" FIRE HYDRANT ASSEMBLY	2	EA	\$ 5,000.00	\$ 10,000.00
5	Storm Pipe CROSSINGS	2	EA	\$ 1,200.00	\$ 2,400.00
6	24" Steel Casing	120	LF	\$ 150.00	\$ 18,000.00
7	12x24" Rubber end seals	6	EA	\$ 220.00	\$ 1,320.00
8	Install 12" Field Lock Gaskets	6	EA	\$ 285.00	\$ 1,710.00
9	12"x24" Stainless Steel Spacers	18	EA	\$ 174.00	\$ 3,132.00
10	3" Casing	155	LF	\$ 75.00	\$ 11,625.00
11	Fill 12" DI Main with Grout	970	LF	\$ 35.00	\$ 33,950.00
12	Ductile Iron Fittings	1360	LS	\$ 10.00	\$ 13,600.00
13	Relocate Water Service	2	EA	\$ 350.00	\$ 700.00
14	INJECTION TAP/ SAMPLE TAP	2	EA	\$ 500.00	\$ 1,000.00
15	EXTRA LONG SERVICE	2	EA	\$ 1,800.00	\$ 3,600.00
16	MARKERS	1	EA	\$ 5.00	\$ 5.00
17	TESTING	1	LS	\$ 10,000.00	\$ 10,000.00
18	CHLORINATION	1	LS	\$ 5,000.00	\$ 5,000.00
19	Water ATC	1	LS	\$ -	\$ -
Subtotal:					\$ 225,382.00

ELECTRIC					
1	4" PVC	1,260	LF	\$ 21.00	\$ 26,460.00
2	4" Galvanized Long Sweep 90's	3	EA	\$ 478.00	\$ 1,434.00
3	6" PVC	1240	LF	\$ 36.00	\$ 44,640.00
4	6" Galvanized Long Sweep 90's	3	EA	\$ 728.00	\$ 2,184.00
5	S-S Cabinets	2	EA	\$ 500.00	\$ 1,000.00
6	2" PVC	1800	LF	\$ 15.00	\$ 27,000.00
7	12" x 12" Street Light Boxes	5	EA	\$ 250.00	\$ 1,250.00
Subtotal:					\$ 105,768.00

GRAND TOTAL: \$1,063,039.00

Contract - (Water & Electric) \$731,889.00

Contract Price In Print: \$1,063,039.00

DRAW #	% PREVIOUS	PREVIOUS DRAW AMOUNT	% THIS PERIOD	AMOUNT THIS DRAW	TOTAL % COMPLETE	TOTAL AMOUNT DRAWS
1	100%	\$ 9,720.00		\$ -	100%	\$ 9,720.00
2		\$ -		\$ -	0%	\$ -
3		\$ -		\$ -	0%	\$ -
4		\$ -		\$ -	0%	\$ -
5		\$ -		\$ -	0%	\$ -
6	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00

47% \$ 24,720.00 0% \$ - 47% \$ 24,720.00 \$ 24,720.00

1		\$ -		\$ -	0%	\$ -
2	0%	\$ -	0%	\$ -	0%	\$ -

0% \$ - 0% \$ - 0% \$ - \$ -

1		\$ -		\$ -	0%	\$ -
2	100%	\$ 1,200.00		\$ -	100%	\$ 1,200.00
3	100%	\$ 6,200.00		\$ -	100%	\$ 6,200.00
4	100%	\$ 1,995.00		\$ -	100%	\$ 1,995.00
5	100%	\$ 4,500.00		\$ -	100%	\$ 4,500.00
6		\$ -	33%	\$ 1,485.00	33%	\$ 1,485.00
7	100%	\$ 600.00		\$ -	100%	\$ 600.00
8		\$ -		\$ -	0%	\$ -
9	100%	\$ 8,800.00		\$ -	100%	\$ 8,800.00

47% \$ 23,295.00 3% \$ 1,485.00 50% \$ 24,780.00 \$ 24,780.00

1	100%	\$ 9,775.00		\$ -	100%	\$ 9,775.00
2	100%	\$ 15,000.00		\$ -	100%	\$ 15,000.00
3	50%	\$ 5,000.00	25%	\$ 2,500.00	75%	\$ 7,500.00
4	100%	\$ 5,904.00		\$ -	100%	\$ 5,904.00
5	90%	\$ 4,197.50		\$ -	90%	\$ 4,197.50
6	90%	\$ 4,057.20		\$ -	90%	\$ 4,057.20
7	90%	\$ 2,145.60		\$ -	90%	\$ 2,145.60
8	90%	\$ 2,317.50		\$ -	90%	\$ 2,317.50
9	50%	\$ 1,787.50	25%	\$ 893.75	75%	\$ 2,681.25
10	80%	\$ 7,899.50		\$ -	80%	\$ 7,899.50

85% \$ 58,084.00 5% \$ 5,393.75 90% \$ 61,477.75 \$ 61,477.75

1	50%	\$ 13,227.50	30%	\$ 7,936.50	80%	\$ 21,164.00
2		\$ -		\$ -	0%	\$ -
3		\$ -		\$ -	0%	\$ -
4		\$ -		\$ -	0%	\$ -
5	80%	\$ 83,940.80		\$ -	80%	\$ 83,940.80
6		\$ -		\$ -	0%	\$ -
7		\$ -		\$ -	0%	\$ -
8		\$ -		\$ -	0%	\$ -
9		\$ -		\$ -	0%	\$ -
10		\$ -		\$ -	0%	\$ -
11		\$ -		\$ -	0%	\$ -

22% \$ 97,168.30 2% \$ 7,936.50 24% \$ 105,104.80 \$ 105,104.80

1		\$ -		\$ -	0%	\$ -
2		\$ -	100%	\$ 29,370.00	100%	\$ 29,370.00
3	90%	\$ 51,192.00	10%	\$ 5,688.00	100%	\$ 56,880.00
4		\$ -	50%	\$ 2,200.00	50%	\$ 2,200.00
5		\$ -	50%	\$ 9,600.00	50%	\$ 9,600.00
6		\$ -	50%	\$ 2,400.00	50%	\$ 2,400.00
7	100%	\$ 3,600.00		\$ -	100%	\$ 3,600.00

46% \$ 54,792.00 41% \$ 49,258.00 88% \$ 104,050.00 \$ 104,050.00

35% \$ 258,059.30 8% \$ 62,073.25 44% \$ 320,132.55

1		\$ -	80%	\$ 81,072.00	80%	\$ 81,072.00
2	65%	\$ 17,230.00	25%	\$ 6,650.00	90%	\$ 23,880.00
3	50%	\$ 1,500.00		\$ -	50%	\$ 1,500.00
4		\$ -	100%	\$ 10,000.00	100%	\$ 10,000.00
5		\$ -	100%	\$ 2,400.00	100%	\$ 2,400.00
6		\$ -	90%	\$ 16,200.00	90%	\$ 16,200.00
7		\$ -		\$ -	0%	\$ -
8		\$ -	100%	\$ 1,710.00	100%	\$ 1,710.00
9		\$ -	100%	\$ 3,132.00	100%	\$ 3,132.00
10		\$ -		\$ -	0%	\$ -
11		\$ -		\$ -	0%	\$ -
12		\$ -	80%	\$ 10,400.00	80%	\$ 10,400.00
13		\$ -		\$ -	0%	\$ -
14		\$ -		\$ -	0%	\$ -
15		\$ -		\$ -	0%	\$ -
16		\$ -		\$ -	0%	\$ -
17		\$ -		\$ -	0%	\$ -
18		\$ -		\$ -	0%	\$ -
19		\$ -		\$ -	0%	\$ -

8% \$ 18,790.00 58% \$ 131,564.00 57% \$ 150,354.00

1	90%	\$ 23,814.00	10%	\$ 2,646.00	100%	\$ 26,460.00
2	34%	\$ 487.56	66%	\$ 946.44	100%	\$ 1,434.00
3	90%	\$ 40,176.00	10%	\$ 4,464.00	100%	\$ 44,640.00
4	34%	\$ 742.56	66%	\$ 1,441.44	100%	\$ 2,184.00
5		\$ -	90%	\$ 900.00	90%	\$ 900.00
6		\$ -	95%	\$ 27,360.00	95%	\$ 27,360.00
7		\$ -	95%	\$ 1,187.50	95%	\$ 1,187.50

62% \$ 65,220.12 37% \$ 38,945.38 98% \$ 104,165.50

Total Earned this month \$ 232,582.63
Less 10% Retainage \$ 23,258.26
Total Draw \$ 209,324.37

SUBMITTED BY: HARBAUGH & SONS CONSTRUCTION CO, INC. PRESIDENT: JOEY HARBAUGH:

APPROVED BY ENFINGER DEVELOPMENT LLC PRESIDENT: OLY ORTON

APPROVED BY DEVELOPMENT MANAGER: GARY GRAY

DATE: 10/25/2023

DATE: 11/1/23

DATE: 11-2-2023

November 8, 2023



Lisa Thomas
City Clerk-Treasurer
City of Madison
100 Hughes Road
Madison, AL 35758

Dear Ms. Thomas,

Attached you will find a cashier's check for the amount collected by Madison Visionary Partners for the Kids Kingdom Renovation Project on behalf of the Madison City Disability Advocacy Board minus expenses and a fiscal fee of 9.6 percent.

I have also included a breakdown of the expenses incurred. Please let me know if you have any questions. It has been a pleasure working with the City on this project.

Sincerely,

A handwritten signature in black ink that reads "Melanie Thornton". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Melanie Thornton
Executive Director
Madison Visionary Partners

Tax ID: 46-1676220

RESOLUTION NO. 2023-400-R**A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR
7964 INC., D/B/A QUICK STOP # 2**

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of this governing body of the City of Madison, Alabama, prior to issuing an off-premises beer and wine license to **7964 Inc.** doing business as **Quick Stop # 2** which has applied for said license for its location at 7964 Madison Boulevard; and

WHEREAS, the Revenue Director has received written approval for the application of **7964 Inc.** the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premises beer and wine license to **7964 Inc.** for its 7964 Madison Boulevard location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City off premises beer and wine license to **7964 Inc.** doing business as **Quick Stop # 2**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: November 21, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: 7964 Inc.
DBA: Madison Quick Stop #2
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for 7964 Inc., doing business as Madison Quick Stop #2, in regard to their application for an Off-Premises Beer and Wine License for their location at 7964 Madison Boulevard, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is because the business name has changed.

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.



Checklist for Beer/Wine/Liquor License

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

Owner Name: _____

Business Name: 7964 INC DBA: Madison Quick Stop #2

Business Location: 7964 Madison Boulevard, Madison AL, 35758

Mailing Address: 7964 Madison Boulevard, Madison AL, 35758

Phone: (256) 337-5069

APPLICATION FEE:

Date Paid: _____ Amount: _____ Receipt #: _____

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: October 31, 2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Ruffe Title ID Secretary

Date Completed: 11-2-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: October 31, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title Building Inspector

Date Completed: 11-17-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: October 31, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: [Signature] Title Fire Inspector

Date Completed: 11-17-23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 10/31/2023Date Placed: 11/8/2023 Newspaper: Madison LegalsPublication Fee Paid: \$184Date Paid: 10/31/2023 Receipt #: _____Date of Public Hearing: 11/27/2023Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

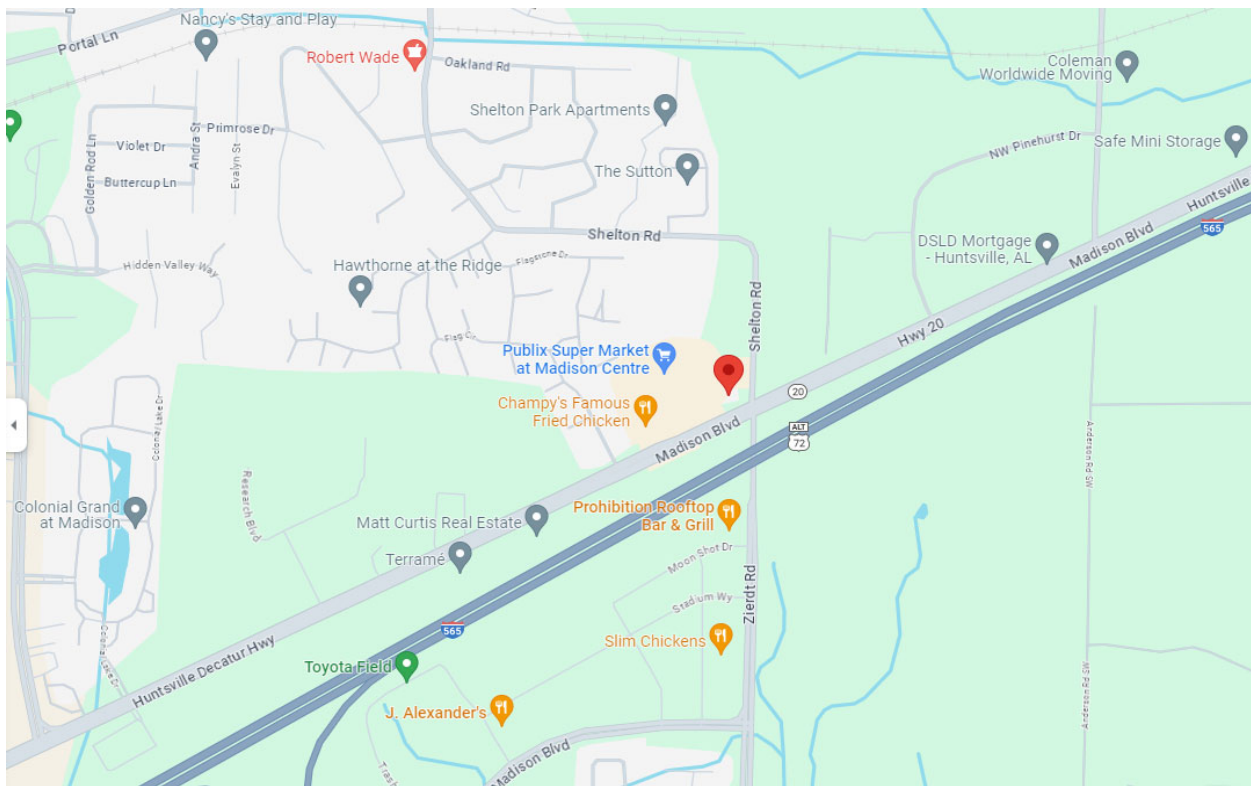
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-390-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH PROMINENCE CONTRACTING LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with Prominence Contracting LLC for a court ordered removal of floodway fill with the full of which to be ultimately reimbursed by the landowners, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Professional Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or 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 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 Garver LLC in a total amount not to exceed sixty-six thousand seven hundred dollars (\$66,700.00.00) to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Prominence Contracting, LLC an Alabama corporation located in Athens Alabama, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS the City of Madison requires the removal of fill dirt on a property per a Court Order; and

WHEREAS the best interests of the City and its residents will be served by retaining an experienced provider of removing such fill and restoring said property; and

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: remove 1,728 lbs. of fill dirt, place an erosion blanket, silt fence, seed and straw the location and place sod on the location.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.
- I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **sixty-six thousand and seven hundred dollars (\$67,700.00)**, payable as services are rendered and invoiced to City. Consultant is solely responsible for submission of invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated

for any other expenses.

- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

All notices to Consultant shall be addressed to:

*Jesse Martinez
Prominence Contracting, LLC
Prominencecontracting256@gmail.com*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

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

Attest:

By: _____
Paul Finley, 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 Paul Finley and Lisa Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of November 2023.

Notary Public

Prominence Contracting, LLC
Consultant

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

§

COUNTY OF MADISON §

8

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

Given under my hand this the _____ day of _____,
2023.

Notary Public

Job Bid For 180 Rainbow Glen Circle

Prominence Contracting LLC

Date 11/14/2023
 Quotation # 184
 Customer ID

Quotation For

Michael L. Johnson
 180 Rainbow Glenn Circle
 Madison, AL 35758

Quotation valid until 12/14/2023
 Prepared by Jesse Martinez

(256)836-9246

Comments or Special Instructions

None

Salesperson	Column4	Column3	Column2	Column1
Jesse Martinez				

Quantity	Description	Unit Price	Taxable?	Amount
1,728	Fill Dirt Haul off	\$ 18.00	No	\$ 31,104.00
1	Erosion Blanket	\$ 4,000.00		\$ 4,000.00
630	Silt Fence	\$ 5.00		\$ 3,150.00
2,500	Sod	\$ 1.12		\$ 2,800.00
22,400	Seed and straw	\$ 0.12		\$ 2,688.00
1	Concrete headwall	\$ 2,000.00		\$ 2,000.00
1	Construction Entrance	\$ 4,300.00		\$ 4,300.00
1	Equipment	\$ 7,500.00		\$ 7,500.00
1	Finish Grading	\$ 3,000.00		\$ 3,000.00
52	Concrete Pipe Demo	\$ 5.00		\$ 260.00

If you have any questions concerning this quotation, please contact:
 Jesse Martinez @ (256)800-4054

Thank you for your business!

Subtotal	\$ 60,802.00
Tax Rate	8.60%
Sales Tax	\$ -
Other	
TOTAL	\$ 66,700.00

RESOLUTION NO. 2023-395-R**AUTHORIZING AN AGREEMENT WITH MICROMAIN CORPORATION
FOR MAINTENANCE MANAGEMENT SOFTWARE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with MicroMain Corporation for a maintenance management software system, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama

Prepared for:

City of Madison

By: Spencer Pope

spope@micromain.com

City of Madison & MicroMain

The most powerful, flexible, & easy-to-use maintenance management software

Since 1991, MicroMain has helped our customers manage their assets with a relentless focus on their overall experience. Don't believe us, just ask our customers like - Teledyne Technologies, PPG, Newell Brands, Mattel, Hilton, Cardinal Health, and Medline Industries.

Increase Productivity, Reduce Downtime & Automate Your Maintenance Operations



Implementation

The implementation process is a critical step that will set the pace for your success. That is why we take this step very seriously. We have assembled a highly responsive and communicative Implementation Team with a proactive and engaging strategy to help with your implementation process. We don't stop until you're happy!

MicroMain Implementation Team

- Project Manager
- Account Executive
- Customer Success Manager
- Software Implementation Specialist

Implementation Process

- **Customer Kick-Off Call** - A scheduled call with the MicroMain Implementation Team and City of Madison's power users. Expectations are set for the project plan, timeline, deliverables, and business requirements. Upon completion, MicroMain will provide Excel data templates and documentation to assist with implementation.
- **Discovery Call** - This is scheduled meeting with your SIS and Project Manager. Your SIS will conduct discovery to better understand your work process and business requirements to help map out the data migration.
- **Training** – Before City of Madison's training, your SIS will schedule a meeting to address any special requirements or schedule that City of Madison will need for the training. After this meeting, a training agenda will be provided.
- **GO-LIVE** – Once the training has been completed, City of Madison will be prepared to go live.

Product	Quantity	City of Madison's Price	Subtotal
MM Global Maintenance Annual Administrator User	3	\$1,188.00	\$3,564.00
MM Global Maintenance Annual Technician User	6	\$540.00	\$3,240.00
Basic Implementation Plan * Implementation Team provides Implementation and Template Guide *Customer imports data * Assigned Customer Success Manager * Priority Customer Support * Free Software Updates	1	\$1,074.00	\$1,074.00
8-Hour Online Consulting & Training	1	\$1,914.00	\$1,914.00

Total **\$9,792.00**

Annual After the 1st year \$ 6,804.00

By "accepting" this proposal, client agrees to the products and services listed in this Statement of Work (SOW)

MicroMain

City of Madison

Spencer Pope

Senior Account Executive

spope@micromain.com

(919) 404-7698

** All Annual & Multi-year SaaS Agreements will auto renew unless otherwise requested*

** You may cancel this agreement at anytime, by written notice, up to 30 days prior to the renewal period*

** All agreements start 30 days after the signing date*

** Payment Terms: Net 30*

RESOLUTION NO. 2023-396-R**AUTHORIZING AN AGREEMENT WITH TRANE TO PROGRAM
SOFTWARE SYSTEM FOR THE WELLNESS CENTER**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with TRANE to program a software system for the Wellness Center, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824
Phone: (256) 850-7600
Fax: (256) 850-7601
Service Contact: (256) 850-7600

November 16, 2023

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Site Address:
Madison Wellness Center
190 Graphics Drive
Madison, AL 35758

ATTENTION: Gerald Smith

PROJECT NAME: Madison (Hexagon) Wellness Center - Programming

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane’s exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment’s original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

The following "Covered Equipment" will be serviced at Madison Wellness Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSB001	E18F01025	WELLNESS CENTER SC+

SCOPE OF SERVICE

Trane proposes to provide labor for updating software system. Programming, clean up, add new personnel, remove old personnel. The BAS will be ready for Trane to perform the controls updating on or after November the 1st, 2023.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$1,906.49 USD

CLARIFICATIONS

- 1. Applicable taxes are included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from November 16, 2023.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

PAUL REUTTER
ACCOUNT MANAGER
E-mail: paul.reutter@trane.com
Cell: (256) 759-9144

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE
<div>Authorized Representative</div>
<div>Printed Name</div>
<div>Title</div>
<div>Purchase Order</div>
<div>Acceptance Date</div>
<div>Trane’s License Number: AL15136</div>

TERMS AND CONDITIONS – QUOTED SERVICE**"Company" shall mean Trane U.S. Inc..**

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

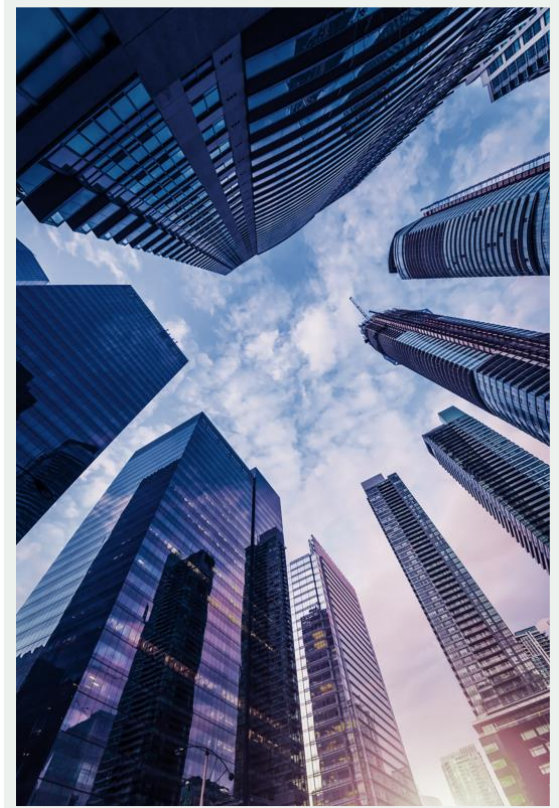
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



RESOLUTION NO. 2023-397-R**AUTHORIZING AN AGREEMENT WITH TRANE FOR BUILDING
AUTOMATION SERVICES FOR THE WELLNESS CENTER**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with TRANE for building automation services for the Wellness Center, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," 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 Service Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Service Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



BAS SCHEDULED SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824

Trane Representative

PAUL REUTTER
Cell: (256) 759-9144
Office: (256) 850-7600

Proposal ID

7531167

Service Contract Number

103189

Contact Telephone Number for Service

(256) 850-7600 Option 2: Service

Company Name

Madison City Of
100 Hughes Rd
Madison, AL 35758-3575
Gerald Smith

Site Address

Madison Wellness Center
190 Graphics Drive
Madison, AL 35758

November 16, 2023



EXECUTIVE SUMMARY

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your building automation system is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

Exclusive aspects of this Service Agreement leverage Trane Intelligent Services™ (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization

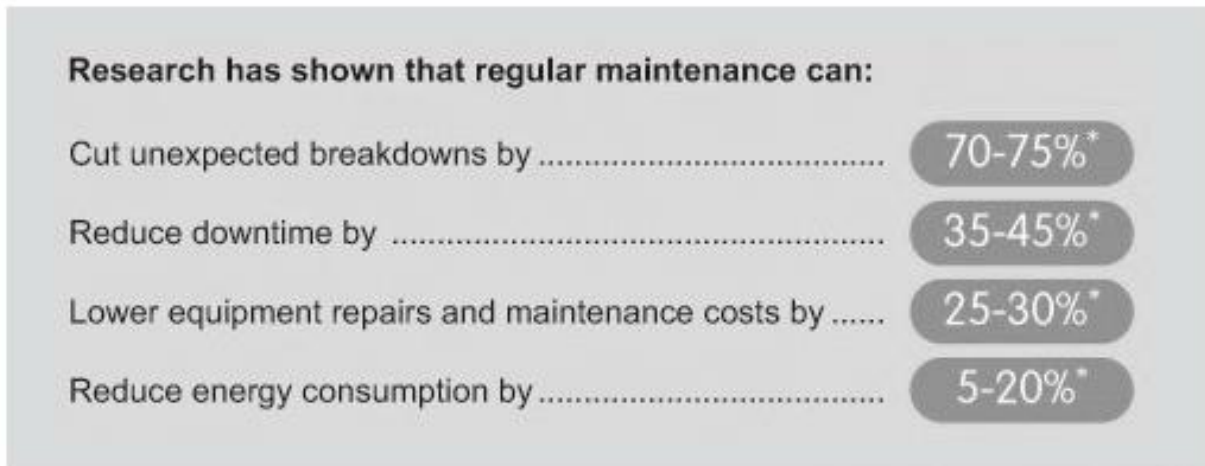
We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.



ADDED VALUE

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Trane BAS Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



* Source: FEMP O&M Guide – July 2004

In addition to financial value, when you partner with Trane you can expect:

CONTRACT AND FINANCIAL BENEFITS

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed as stated.

Financial Benefits - The implementation of this building automation system support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

TRANE INTELLIGENT SERVICES – 24 X 7 SUPPORT

With an active Trane service agreement and Tracer™ Building Automation System or other qualified controls, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. There are many TIS offers that serve a range of needs: Alarm Notification, Building Performance, Energy Performance, Energy Assessment and Active Monitoring. These may be customized to meet your unique requirements.

In addition to Alarm Notification, this proposal also includes the following Trane Intelligent Services offers:



SUPERIOR SERVICE DELIVERY

Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

Service Work Flow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

KNOWLEDGE TRANSFER

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

HEALTH AND SAFETY

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



SCOPE OF SERVICES

BAS MAINTENANCE STANDARD

SYSTEM ANALYSIS AND REVIEW

Trane will review the building automation system to minimize software problems, identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified as well.

TRACER DATABASE BACKUP

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

OPERATOR COACHING

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

FIRMWARE UPGRADES

New software versions and enhancements are periodically released and installed by Trane technicians to improve building operation, enhance cybersecurity and extend the life of the building automation system and controls. Firmware upgrade may require a workstation hardware upgrade.

ADDITIONAL BAS MAINTENANCE

ADVANCED OPTIMIZATION

Trane technicians will assess the current operation of HVAC equipment and, where appropriate, modify the sequence of operation through enhanced control strategies. Improvements may include, but are not limited to, the following: Air supply and water temperature reset schedules; ventilation control strategies; and VAV pressure optimization strategies.

SENSOR CALIBRATION

Over time, the accuracy of sensors naturally degrades, adversely affecting energy efficiency and compromising the environmental conditions that exist within the building. Even seemingly small variations can have negative effects. For example, an outside air sensor that is merely a degree or two out of calibration may cause the mechanical cooling and heating systems to run prematurely, resulting in excessive energy use. Under the terms of this agreement, Trane will periodically calibrate all included sensors.

POINT-TO-POINT VERIFICATION

For critical applications/systems, Trane will conduct point-to-point system verification over the course of this agreement, as agreed upon. Verification consists of testing and evaluating each connected, monitored (input) or controlled (output) automation point and verifying its proper readout at the BAS workstation. This point-to-point system verification ensures the connected automation points are reading and functioning properly to maintain the appropriate application setpoints. Point-to-point verification provides added assurance that critical systems continue to function as intended.



HVAC EQUIPMENT COVERAGE & CUSTOMER SERVICE FLOWS

The following "Covered Equipment" will be serviced at Madison Wellness Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSB001	E18F01025	WELLNESS CENTER SC+

Service Description

System Analysis and Review (Service 1)

Software Upgrade and Renew SMP License (Service 2)

Quantity Per Term

6

1

The following Customer Service Flows provide additional service description detail for Covered Equipment.

Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: System Analysis and Review Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review - 30 Minutes
- Software Service Pack Update (Per Workstation and/or BCU)

Service 2: Software Upgrade and Renew SMP License Description

- Get SMP License for Customer
- BAS Operational Check - is Everything Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade



PRICING AND ACCEPTANCE

Gerald Smith
Madison City Of
100 Hughes Rd
Madison, AL 35758-3575

Site Address:
Madison Wellness Center
190 Graphics Drive
Madison, AL 35758

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	3,701.94	3,701.94	Annual
Year 2	1,958.29	1,958.29	Annual
Year 3	2,051.54	2,051.54	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2024. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by



Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: PAUL REUTTER
_____ Printed Name	_____ Proposal Date: November 09, 2023
_____ Title	_____ Cell: (256) 759-9144
_____ Purchase Order	_____ Office: (256) 850-7600
_____ Acceptance Date	_____ License Number: AL15136
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 3 years, beginning January 1, 2024.
Total Contract Amount: \$7,711.77 USD.



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening



and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold



harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)

Supersedes 1-26.130-7 (0821)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Vendor will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).



- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to the Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a



review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
16. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME:



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

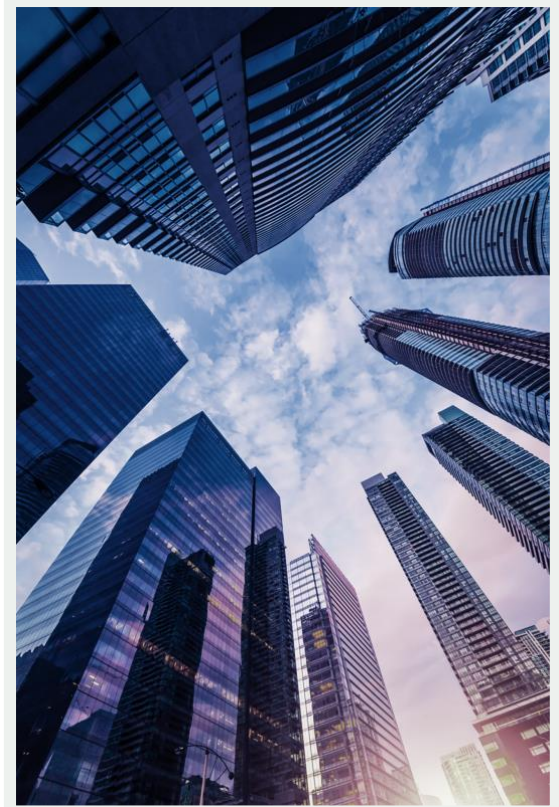
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



RESOLUTION NO. 2023-398-R**RESOLUTION TO AUTHORIZE A CONSTRUCTION
CONTRACT WITH GRAHAM CONSTRUCTION, LLC FOR
REPAIRS TO THE MAIN STREET CAFE**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, on or about September 13, 2023, the City of Madison, Alabama, by proper notice, solicited bids for the repair of the Main Street Café (herein "the Project"); and

WHEREAS, on September 13, 2023, only one sealed bid was timely submitted to the City for opening and evaluation; and

WHEREAS, said sole bid failed to meet all prerequisites of the Bid; therefore, the lone bid was disqualified; and

WHEREAS, pursuant to Alabama Code Section 39-2-6 in the absence of any qualified bids, the City opted to negotiate through informal negotiations with contractors for the Project; and

WHEREAS, upon the recommendation of the Director of Facilities and Grounds, Gerald Smith, the City now seeks to enter into an agreement with Graham Construction LLC for completion of the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to enter into a contract with Graham Construction, LLC to complete the Project pursuant to the terms and conditions established in the attached "Agreement for General Contracting Services" in an amount not to exceed one-hundred ten thousand dollars (\$110,000.00); and

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

READ, PASSED AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between Stanley Graham Construction, LLC hereinafter "Contractor," and the City of Madison, Alabama, a Municipal Corporation, hereinafter "City" or "Owner."

W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree in regard to a public works project (hereinafter the "Project") as described herein with additional reference to the attached Exhibit A: Specifications detailing the scope of the Project.

The Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation as are required to be furnished by the Contractor, and shall perform the work in the manner and form required to construct the Project as it is more specifically described in this Agreement and as provided by the plans, specifications, and documents, all of which are incorporated into this Agreement by reference, and all addenda together with all plans and drawings on file in the City of Madison.

ARTICLE I. GENERALLY

A. Contract. As used throughout these documents, the term "Contract" means and includes all of the following documents regarding this ITB: all General Specifications, any Detail Specifications, Supplemental and Special Conditions (if attached), together with this Agreement and any modifications, including Change Orders, if made, and the drawings, plans, and profiles now on file with the City Attorney and City Representative, as well as all guaranties and sureties posted by Contractor in connection with this Contract and all insurance certificates.

All documents listed in this section are adopted by this reference and constitute a part of this Agreement to the same extent as if each were set out in full.

B. Independent Contractor. City and Contractor hereby state that it is the express mutual intent of the parties that an independent contractor relationship be, and hereby is, established under the terms and conditions of this Agreement. Both parties further mutually understand and agree that employees of the Contractor are not, nor shall they be deemed employees of the City and that employees of the City are not, nor shall they be deemed employees of the Contractor. In no event shall the Contractor attempt to commit, promise, or obligate the name or resources of the City in any manner whatsoever.

C. Order of Precedence. Where more than one document relates to the same matter, if both can be given reasonable effect both are to be retained. In the event of conflict, the City Representative shall determine which document, term, or specification governs.

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.

2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or Change Order, in writing, properly executed by the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, successors, and assigns.
4. Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
5. Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. Governing Laws: 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.
8. Ownership of Contract: The Contract, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City, the City Representative, or the City Attorney. Such user shall hold the City and its employees, agents, and officials harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption entitle the City to further compensation at rates comparable to those paid for similar work by licensed professionals.

E. Rules of Construction. For the purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.
3. The terms "include," "including," and similar terms are construed as if followed by the phrase, "without being limited to".
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.

5. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

F. Coordination of Plans, Specifications. The specifications, plans, drawings, and all supplementary documents are essential parts of the Contract, including Exhibit A: Specifications and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. Should any portions of the plans, specifications, or drawings be obscure or in dispute, they shall be referred to the City Representative, and he shall decide the true meaning and intent. The City Representative shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.

G. Taxes and Charges. Subject to Contractor's application for and receipt of a Certificate of Sales and Use Tax Exemption from the State of Alabama, Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state, or federal, and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to *Ala. Code* §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales, or uses taxes incurred as a result of an increase in the rate of such taxes imposed during performance of the Contract.

H. Shop Drawings and Submittals. The Contractor shall submit to the City Representative any requested shop drawings, samples, and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications. The Contractor shall pay for, or the cost may be withheld from payments to the Contractor for, no more than two (2) reviews of the shop drawings, samples, submittals, or similar element of work by the City Representative.

I. Alabama Immigration Law. 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 has provided a written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in *Ala. Code* § 31-13-1 (1975), *et seq.*

J. 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.

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay, and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth herein, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **one hundred ten thousand dollars (\$110,000)**.

B. Estimated Quantities and Unit Prices. Contractor agrees that, should the quantities of any of the items of work in the Project shall increase, Contractor will perform the additional work at the unit prices set out in the specifications made an exhibit to this Contract and should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and Contractor will make no claim for anticipated profits for any decrease in the quantities.

C. Overtime Work by Contractor. If the Contractor, for his convenience and at his own expense, should desire to carry on his work outside the hours of 7:00am to 7:00pm local time, Monday through Friday, he shall submit written notice to the City Representative and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than twenty-four (24) hours before such overtime work is started. The Contractor must obtain, through the City Representative, the City's approval for work outside the specified hours or on Saturdays, Sundays, or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

In general, the City's Inspectors are subject to being present at all times that the Contractor is working. Therefore, if the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's Inspector's salary and reimbursable expenses for each hour of overtime incurred by the City's Inspector as a result of Contractor's performance outside the hours set forth above. Overtime shall be rounded up to the nearest whole hour. This amount shall include the Inspector's salary at his overtime rate and the labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay, and his vehicle and equipment. Payment to the City shall be made by an equal deduction from the amount due on a subsequent invoice submitted by Contractor for payment.

D. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

Once fifty percent (50%) of a Project has been satisfactorily completed, no further retainage will be withheld. Retainage shall be held until final completion and acceptance of all Work covered by the Contract unless escrow or deposit arrangements are agreed to by the City. When maintenance periods are included in the Contract covering highways, bridges, or similar structures, such period shall be considered a component part of the Contract and retainage will be held until the expiration of such periods.

At the conclusion of the Project and upon Contractor's completion of the Project, Contractor shall present a verified application for payment. On completion and acceptance of each separately identifiable portion of the Project for which a separate price has been stated in the Contract or which can be separately ascertained, payment may be made in full including retainage but less deductions.

All materials and work covered by partial payments as provided for in this Agreement shall become the sole property of the City, but the Contractor shall maintain the sole responsibility for the care and protection of materials and Work upon which payments have been made and for the restoration of any damaged Work.

The City may also withhold from time to time from payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or City Representative's observers or inspectors for Contractor's overtime as provided in this Agreement, or for engineering or design services associated with Contractor-initiated Change Orders or submittals in excess of that permitted in this Agreement. The Contractor hereby authorizes the City, as its limited agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective work.
- b. Evidence indicating probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor or its subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs, and supplies.
- d. Damage to another contractor under separate contract with the City.
- e. Assessment of liquidated damages.

In the absence of same, applications for payment will be verified by the City Representative and/or approved for amounts not previously verified and approved because of their presence.

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

E. Differing Site Conditions. If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of

an unusual nature are disclosed which differ materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the City Representative in writing regarding such conditions but in no event later than twenty-four (24) hours after discovery of such conditions by the Contractor.

Upon such notice, or upon observation of such conditions, the City Representative will promptly make such changes in the plans and/or specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders as set forth in this Agreement.

F. Change Orders. The City may approve Change Orders if one or more of the following conditions apply:

1. Minor changes for a total monetary amount less than five percent (5%) of the total contract price.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.

The Contractor is expected to complete the Project as specified within the financial parameters stated herein. However, if it shall be determined that a Change Order condition exists during the performance of the Contract, the Contractor shall promptly notify in writing the City Representative and shall not implement such change until having received necessary City approvals. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in the Contract sum; (2) an extension of the Contract time; or (3) a material change in the Contract scope of services, then the City Representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written Change Order.

In the event the Change Order requested by the Contractor involves (1) an increase in the Contract sum or construction prices, (2) extension of the Contract time, or (3) a material change in the Contractor's scope of work or services, then the Contractor shall request a Change Order in writing and present the same to the City Representative and City Attorney who both shall determine whether this is a Change Order which can be allowed and, if so, what exception it would fall under. The City Representative shall then document the same, attach the same to the Contractor's request for a Change Order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute Change Orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a Change Order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

G. Construction Schedule and Periodic Estimates. After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on or about November 28, 2023, and to fully complete the Project within one-hundred twenty (120) days.

B. Delay. Contractor may be entitled to a reasonable extension of time, as determined by the City, in which to complete the Project if he is delayed at any time in the progress of the Work by any of the following causes:

1. Fires, abnormal floods, tornadoes, or other cataclysmic phenomena of nature.
2. Strikes, embargoes, lockouts, war, acts of public enemy.
3. Properly authorized and approved Change Orders.
4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
5. Causes shown by Contractor to be beyond its control.

In the event one of the above-cited circumstances results in Contractor's delay, Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for in this Agreement. The City expressly disclaims any liability to Contractor for any cost, expense, or damage caused by other contractors, subcontractors, or suppliers, including those engaged by the City. The City will not be liable for damages or costs to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

C. Extensions of Time. All written requests for extensions of time must be submitted to the City Representative within five (5) calendar days after the occurrence of the cause for delay. The City Representative shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a Change Order.

For Change Orders requesting extensions of time due to rain, wind, flood, or any other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last three (3) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood, or any other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are requested and which, in the opinion of the City Representative, will require additional time for execution of any work under the Contract, the time of the completion of the Project may be extended through Change Order. No extensions of time shall be given for any minor changes, alterations, or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time, and the City's granting of an extension of time shall not be valid grounds for a claim by the Contractor for damages or for additional costs, expenses, overhead, profit, or other compensation.

D. Right of the City to Terminate Contract. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

1. the actual cost of the Project completed in conformity with this Agreement; plus

2. such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; plus
3. ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit.

If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative or fail to observe or perform any provisions of the Contract, or fail or neglect to promptly prosecute or perform the Project in accordance with the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other rights or remedies of the City in the premises, immediately terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the work site and necessary or useful therefor.

In the event of termination, the same shall not relieve the Contractor or any of its sureties of their obligations pursuant to this Contract.

In the event it becomes necessary for the City to maintain any legal action against the Contractor to enforce its rights under this Agreement, the Contractor shall pay the City's expenses associated therewith, including a reasonable attorney's fee.

ARTICLE IV. WORK AND MATERIALS

A. Cooperation of Contractor. Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

B. Superintendence. Contractor shall assign to and keep at the Project site competent supervisory personnel and, prior to commencement of the Work, shall designate in writing an authorized representative who shall be an employee of the Contractor and who shall have complete authority to represent, to receive notice for, and to act for the Contractor. Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of such supervisory personnel. The City Representative shall be notified in writing prior to any change in superintendent assignment.

C. Contractor's Tools and Equipment. The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified and shall be maintained and used in a manner that will not create a hazard to persons or property or cause a delay in the progress of the Project.

D. Furnishing Labor and Equipment. Contractor shall furnish and pay for all equipment, labor, and supervision, and all such materials as required to be furnished to perform the Work and as may otherwise be necessary to the completion of the Project and the operation of each construction crew required.

E. Employees. Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe, illegal, or improper manner, such person shall promptly be removed from the Project by the Contractor.

F. Materials and Appliances. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the execution and completion of the Project.

Contractor warrants to the City that, unless otherwise specified, all materials furnished under this Contract shall be new and that both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Material and/or equipment damaged by flooding or other causes during the construction period shall be subject to rejection by the City Representative. Reconditioning and/or repairing materials used for the Project is not acceptable unless first approved by the City Representative.

G. Asbestos and Hazardous Materials. Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit (if applicable) prior to final payment.

The Contractor is responsible for insuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

H. Protection of Project and Property (as applicable). Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard, and protect the Project from damage and safely guard and protect private, commercial, industrial, the City's, and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the City Representative, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment or to the stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved as required.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state, or municipal laws and regulations, or local conditions.

Contractor shall comply with local and state regulations governing the operation of premises that are occupied and shall perform the Contract in such a manner as not to interrupt or interfere with the operation of other facilities.

Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of the Work or the work of any subcontractor.

Contractor shall not place upon the Project, or upon any part thereof, loads inconsistent with the design or safety of that portion of the Project.

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

I. Protection of Existing Utilities. Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service.

Additionally, Contractor shall maintain all storm sewers, drains, and/or ditches so that flow is not disturbed or impeded. Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping, and other facilities from damage during the testing and flushing.

J. Limiting Exposures. The Contractor shall perform the work on the Project to ensure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

Contractor shall minimize dust and air pollution through the use of water or other devices and shall require the use of properly operating combustion emission control devices. Contractor shall also encourage the shutdown of construction vehicles when not in use.

K. Safety. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and applicable regulations to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including, but by no means limited to, the public, site personnel, visitors, or City employees) and property during the Contract period. The Contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this Agreement, and any regulations that may be specified in other parts of this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth in those standards and regulations.

Contractor shall at all times provide proper facilities for safe access to the work by authorized representatives of the Owner.

L. Traffic Control. Contractor shall be responsible for any necessary traffic control, including a plan and all necessary devices, required to work in, upon, or in proximity to public right-of-way or vehicular traffic. The traffic control plan and all traffic control devices shall conform, at a minimum, to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition, Federal Highway Administration. Should the appropriate public authority determine a greater degree of traffic control is required, the Contractor shall promptly provide the same. Where deemed necessary by either the Contractor or the City, the Contractor shall submit a plan to the City Representative for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including, but not limited to, those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control is of paramount importance during the construction of this Project and the terms and conditions in the Contract in regard to these matters must be strictly adhered to.

M. Sanitary Regulations. Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and

regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the City Representative. Use of these facilities must be strictly enforced.

N. Cutting, Patching. Unless otherwise stated in this Agreement, the Contractor shall be responsible for any necessary cutting, fitting, and patching of the Project that may be required to properly receive the Work, to make its several parts join together properly, and to receive and provide for the work of other contractors or utilities, or as required by drawings and specifications to complete the Project. After such cutting, Contractor shall replace or restore or repair and make good all defective or patched work as required by the City Representative. He shall not cut, excavate, or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public, or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe plus its installation to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the City Representative. Any plates, studs or joists, or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in the Contract Documents, all pavement, rights-of-way, or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days of completion of the Project.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

Contractor will replace, at his own expense, all pipe and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

City Representative's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

O. Trailers. With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

P. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the City Representative.

Q. Periodic Cleanup. At all times, the Project premises should be sanitary, safe, reasonably clean, and orderly. Contractor shall provide adequate and approved containers throughout the work site for collection and disposal of waste material, debris, and rubbish and shall, at least weekly (and as requested by the City Representative during the progress of the Project), clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during building renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways.

Before the Project will be considered complete, all rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City Representative. Streets, curbs, crosswalks, pavement, sidewalks, fences, and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

R. Erosion Control. As required by the City of Madison Engineering Department, Contractor shall provide and maintain temporary soil erosion and sediment controls necessary for the management of construction stormwater discharge quality. These controls shall be in accordance with the most recent version of Section 665, "Temporary Soil Erosion and Sediment Control," of the Alabama Department of Transportation's *Standard Specifications for Highway Construction* and shall be designed to protect the Project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction.

S. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods, and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

T. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney's fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors,

agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

1. Insurance Required. The Contractor shall not commence work under this Contract until it has obtained all insurance required herein and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the Contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required in this Agreement does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this Contract.

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activity in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.
5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing, and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or

representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.

6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.
8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>
Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this Contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Where work under this Contract may trigger the requirement for Federal Longshoreman's and Harbor Worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same as required.

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.
4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.
6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
 - c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.

- d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
- e. There shall be a statement that full aggregate limits apply per job or contract.
- f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
- g. Insurance shall contain no XCU exclusions or special endorsements.
- h. Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials. In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity. To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

E. Errors and Omissions. Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

F. Exclusion of Contractor Claims. In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim

arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

H. Changes. When changes in the scope of work by written order or Change Orders cumulatively equal five percent (5%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Authority and Duties of City Representative. The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

B. Defective Work/Correction. Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

C. Contractor's Obligation Continues. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or

discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment**.

D. Disagreement. Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

E. Stop Work Orders. During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

F. Progress Meetings. Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

ARTICLE VII. PROJECT COMPLETION

A. Substantial Completion. "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

B. Final Inspection. Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such

alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

C. "As-Built" Drawings. Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. Final Cleanup. Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. Final Payment. Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D.

G. Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project

must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied**.

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City's employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.
3. **All notices to the City shall be addressed as follows:**
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:
Devona Horton
Stanley Graham Construction, LLC
12525 South Memorial Pkwy.
Huntsville, AL 35803

B. Capacity. Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.

2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.
3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to perform its obligations hereunder faithfully and fully.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment.

E. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

F. Force Majeure. Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

G. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

H. Non-Discrimination. Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement. Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

I. Fines and Penalties. The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor's operations.

J. Agreement Date, Counterparts. This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CITY OF MADISON, ALABAMA
a municipal corporation

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

ss

ss

§

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

STANLEY GRAHAM CONSTRUCTION, LLC

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand and official seal this ____ day of _____, 2023.

Notary Public

Proposal

GRAHAM CONSTRUCTION, LLC
12525 Memorial Parkway SE
Huntsville, Al. 35803
Phone (256) 384-7189

10/30/2023

Exhibit A Scope of Work for Main Street Café Madison

Graham Construction LLC. proposes to complete the work for the Main Street Cafe per the unit rates and scope of work listed below, at a not-to-exceed guaranteed maximum price listed below. Any changes or additions to the listed scope of work that will affect the maximum price will be executed by a formal change order.

Scope of Work

- Includes the construction of a new dry storage room consisting of light gauge metal stud wall and roof framing, exterior rated panel sheathing, interior drywall with FRP panels, 1 each 3'0"-6'8" door and 1 each 4'0" wide over-head door. Existing slab to be reused.
- General carpentry- Includes the replacement of sections of baseboard and crown molding as necessary.
- Roofing and coping- Includes the relocation of electrical conduits and junction box from metal roof over kitchen. Remove and dispose metal roof and batten, and loose gravel at built up roof over kitchen. Repair existing wood roof deck and install mechanically attached 2" Poly-Iso 4'x8' insulation boards over kitchen area and new room addition. Includes the installation of new .060 mil PVC single-ply membrane roofing system over new Iso. Remove and dispose existing metal coping over 3 parapet walls over kitchen. Install new 24g custom fabricated pre-finished metal coping. Includes the reinstallation of all rooftop appliances/electronics that are currently attached. Includes reflashing of all roof penetrations. Continental Roofing Lump Sum \$28,300
- Flooring- Includes miscellaneous repairs to existing kitchen quarry tile.
- Paint- Includes the prime and finish painting of the new dry storage interior and exterior, and miscellaneous paint touch up throughout.
- Appliances/Equipment- Includes the relocation of ice maker to new dry storage room.
- Plumbing- Includes the installation of a new water supply and drain in new dry storage for ice maker.
- HVAC- Includes the replacement of mechanical grilles as necessary. Includes the installation of a through-wall A/C unit in dry storage.
- Electrical- Includes the installation of a dedicated circuit to new window A/C unit, a dedicated circuit to ice maker, standard receptacles, flat panel LED lights and switch circuitry in new dry storage.

Proposal

<u>Unit Rates and Markup</u>			
Onsite Superintendent/Project Manager	weekly	\$	2,500.00
Carpentry	hourly	\$	65.00
Materials and Equipment	markup		10%
Painter	hourly	\$	45.00
Paint Materials	markup		10%
Plumber	hourly	\$	125.00
Plumbing Materials	markup		10%
HVAC Mechanic	hourly	\$	90.00
HVAC Helper	hourly	\$	40.00
HVAC Materials	markup		10%
Gas Fitter	hourly	\$	125.00
Gas Helper	hourly	\$	50.00
Gas Materials	markup		10%
Electrician	hourly	\$	75.00
Helper	hourly	\$	50.00
Electrical Materials	markup		10%
Architect/Engineer Design per Invoice	markup		10%
Overhead/Fee (Total of Labor and Materials)	markup		11.70%
Exclusions			
<ul style="list-style-type: none"> - Any and all scopes of work other than specifically stated above. - Unforeseen or unsuitable conditions. - After hours or shutdown work. - 3rd party or special inspections. - Hazardous materials abatement or removal. - We will not be responsible for any schedule delays due to the availability of materials, shipping and services. 			
Guaranteed Maximum Price			\$ 110,000.00

ORDINANCE NO. 2023-375

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE II, SECTION 36 (a) OF THE
MADISON CITY CODE**

WHEREAS the City Council seeks to change the period for which a noise permit may be filed from fifteen (15) days to seventy-two (72) hours.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended as follows:

Section 1. Chapter 22, Article II, Section 36 (a) is hereby amended as follows:

“(a) *Application; exceptions.* Except for the provisions related to motor vehicles, application may be made for a noise permit relieving the applicant from the requirements and provisions of this article. Such application shall be filed with the city clerk no later than seventy-two (72) hours before the first date for which the permit is sought.”

Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-368-R

**A RESOLUTION APPROVING PHILANTHROPY PARTNERSHIP AGREEMENT
WITH THE MADISON CHAPTER OF NATIONAL CHARITY LEAGUE, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City a Memorandum of Understanding with the Madison Chapter of the National Charity League, Inc, a nonprofit corporation, for volunteer services at the Madison Senior Center, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Philanthropy Partnership Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



**Philanthropy Partnership Agreement
Between Madison Senior Center
And NCL, Inc., Madison City Chapter**

If multiple NCL chapters are interested in serving the same philanthropy, each chapter negotiates its own agreement with the philanthropy partner, and the philanthropy partner determines the services based on their needs. As such, each chapter agrees to respect each other's volunteer services with the philanthropy partner and to respectfully communicate between chapter VP Philanthropy officers only as necessary.

Philanthropy Contact Name: Levoneia Ayers

Telephone #: 256-772-6258

Facility Location: 1282 Hughes Road
Madison, AL 35758

Philanthropy Contact Title: Director

Email Address: levoneia.ayers@madisonal.gov

Website: <https://www.madisonal.gov/235/Senior-Center>

Philanthropy Partner Liaison: Vicki Pignataro

Liaison Telephone #: 256-682-6333

Liaison Email Address: vickipignataro@gmail.com

VP Philanthropy: Maryellen Franklin

VP Philanthropy Telephone #: 937-926-9029

VP Philanthropy Email Address: maryzfrank@gmail.com

The National Charity League, Inc., Madison City Chapter (Chapter) is pleased to partner with Madison Senior Center for the 2023-2024 year. Our goal is to develop a mutually beneficial relationship for both organizations. Our Chapter commits to provide valuable hands-on volunteer support of your organization's events and programs.

Ticktockers range from 7th through 12th grades and have a variety of interests and abilities. Consideration of age-appropriate assignments is appreciated. Volunteer opportunities for mother-daughter joint participation are preferred by our Membership. Our Chapter respectfully requests your commitment to teach our Members about the important work your organization provides in the community.

Our Chapter will assign a specific Patroness to be your Philanthropy Partner Liaison. This Liaison will be your primary contact responsible for communicating specific volunteer opportunities to our Members as well as communicating the needs of our Chapter to your volunteer coordinator and/or leadership team. The Liaison will communicate all volunteer opportunities on our Chapter website, send email reminders, organize our Members for events, and write articles on the partnership for our Chapter newsletter. It is expected that whenever possible, the volunteer coordinator will alert the Liaison in advance of any special events the philanthropy may have so adequate communication and planning may occur. The Liaison and the volunteer coordinator will meet yearly to review the provisions detailed in this Philanthropy Partnership Agreement and plan the year together.



NCL, Inc., Madison City Chapter requests that both parties discuss and agree to the following:

1. The preferred method of communication between the Philanthropy Partner Liaison and the volunteer coordinator is email. If the volunteer coordinator changes or other organizational changes occur which may affect the partnership, Levoneia Ayers will inform the Liaison.
2. The volunteer services provided by chapter members will include: volunteering at the welcome table, Bingo Caller, substitute Meals on Wheels driver, etc. If other volunteer services are requested, the Liaison may need to get approval from our chapter Board of Directors prior to agreeing to any new request.
3. [OPTIONAL] The philanthropy will provide orientation / training to our chapter members on: N/A
4. [OPTIONAL] All volunteer services will be provided at the following location: N/A
5. NCL, Inc. discourages the chapter from handling money for philanthropic organizations due to the risks involved.
6. Chapter members will comply with the following requirements of the philanthropy:
 - a. Dress code is NCL shirt
 - b. Check in is as follows: Each volunteer will complete paperwork, take a photo, and receive a volunteer key fob. Once this process is completed, the volunteer will sign in at the kiosk when they arrive.
 - c. Security procedures are: N/A
 - d. Age restrictions are: N/A
 - e. Other:
7. [OPTIONAL] Both parties agree to draft a master partnership calendar, which will include orientations, training, volunteering opportunities and any special events and/or programs. The calendar may be revised throughout the year with the knowledge of both parties.
8. [OPTIONAL] Both parties agree to provide educational opportunities for each other about their respective organizations as needed.
9. Both parties agree to provide current proof of liability insurance covering volunteer activities.
10. The volunteer coordinator agrees to assess the partnership, openly sharing perceived successes, challenges, opportunities, interest in continuing and/or further developing the partnership or discontinuing the relationship.
11. NCL, Inc., Madison City chapter, agrees to annually review Madison Senior Center to ensure that our philanthropy partnership still meets the needs of our members, our Mission and the community in general.



NCL, Inc., Madison City chapter emphasizes the importance of honoring commitments and is proud of our reputation of providing strong teams of trained and dedicated members to address the needs identified in the community. Our chapter looks forward to building a mutually beneficial partnership with Madison Senior Center. Please print and sign two (2) copies of this document, keeping one for your records, and returning the other copy to Vicki Pignataro, NCL, Inc., Madison City Chapter.

Signature of Agency Representative

Date

Lindsey Arnold
NCL, Inc., Madison City Chapter President

Date:

Copy of the signed Agreement will be given to Madison Senior Center, as our Philanthropy Partner and will be posted on the Chapter website.