



Agenda

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

6:00 PM
Council Chambers
December 08, 2025

AGENDA NO. 2025-23-RG

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

1. CALL TO ORDER
2. INVOCATION
 - A. Pastor Josh Britt of Courageous Church
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. Minutes No. 2025-22-RG, dated November 24, 2025
 - B. Minutes No. 2025-07-WS, dated November 19, 2025
7. PRESENTATIONS AND AWARDS
 - A. Fall 2025 Civic Awareness Academy Graduation
8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. **Resolution No. 2025-330-R:** Authorizing an Annual Appropriation Agreement with the Madison Chamber of Commerce for FY26 (\$100,000 to be paid from General Operating account)
- C. **Resolution No. 2025-331-R:** Authorizing an Annual Appropriation Agreement with the Huntsville-Madison County Emergency Management Agency for FY26 (\$68,038 to be paid from General Operating account)
- D. **Resolution No. 2025-332-R:** Authorizing an Annual Appropriation Agreement with the National Children's Advocacy Center for FY26 (\$30,000 to be paid from General Operating account)
- E. **Resolution No. 2025-333-R:** Authorizing an Annual Appropriation Agreement with the Huntsville Hospital Foundation for FY26 (\$7,500 to be paid from General Operating account)
- F. **Resolution No. 2025-334-R:** Authorizing an Annual Appropriation Agreement with the Huntsville-Madison County Convention and Visitors Bureau for FY26 (\$55,000 to be paid from General Operating account)
- G. **Resolution No. 2025-390-R:** Authorizing a one-year subscription agreement with Wow! Business for internet services for the property located at 1282 Hughes Road (\$75.99 month to be paid from IT Department budget)
- H. **Resolution No. 2025-391-R:** Authorizing an agreement with Fiber Utility Network, Inc. dba Alabama Fiber Network for network and internet services for the property located at 101 Main Street (\$527.25 monthly to be paid from IT Department budget)
- I. **Resolution No. 2025-392-R:** Authorizing an agreement with Fiber Utility Network, Inc. dba Alabama Fiber Network for network and internet services for the Public Safety Annex located at 230 Business Park Boulevard, Building 23A (\$527.25 monthly to be paid from IT Department budget)
- J. **Resolution No. 2025-398-R:** Authorizing Amendment No. 2 to the City of Madison's General Capital Improvement Fund and list of Capital Improvement Projects (Fund 38) (confirming the current budget amount for the Public Safety Annex project of \$5,845,000)
- K. Acceptance of \$500 donation from Dads of Palmer Place to sponsor the Special Needs Visibility Art Crawl Event (to be deposited into Recreation Donation account).

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Matt Dermody to Seat 2 of the Recreation Advisory Board
- B. Appointment of Carlos Woods to the Police Citizens Advisory Committee - District 7

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 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.

- A. Resolution No. 2025-393-R: Request for a Restaurant Retail Liquor License from Chikinjp-Madison LLC, doing business as Chikinjp, for their location at 12120 County Line Rd, Suite A, Madison, AL 35756

13. DEPARTMENT REPORTS

COURT

- A. Resolution No. 2025-394-R: Replacing Retiring Presiding Judge Thomas Parker with Judge Aaron Ryan and appointing Nathan Wake as the Associate Judge

ENGINEERING

- A. Resolution No. 2025-381-R: Acceptance of RS Madison Subdivision into the City of Madison Maintenance Program
- B. Resolution No. 2025-388-R: Authorizing Amendment #1 to contract with Ivaldi Engineering on Project 25-003 Powell and Burgreen Intersection Improvements for Surveying Services (\$1,200 to be paid from Engineering Department budget)
- C. Resolution No. 2025-389-R: Authorizing a Professional Services Agreement with TTL on Project 26-005 Eastview Sidewalk for design services to extend the sidewalk from McAdoo Drive to Metaire Lane (\$57,100 to be paid from Engineering Department budget)
- D. Resolution No. 2025-399-R: Authorizing a Contractor Agreement with Wiregrass for additional inlet concrete work on Project 21-024 | Pumphouse Road Drainage Issues (\$7,698.96 to be paid from Fund 38)

HUMAN RESOURCES

- A. Ordinance No. 2025-387: Adopting Amendments to Policy Section 12, Compensation and Benefits, to provide for new pay scale for sworn Police Officers and adjustments to Dispatcher pay, as well as a Professional Development Program for the City of Madison Police Department (First Reading, request to suspend the rules and vote for immediate consideration)

LEGAL

- A. Resolution No. 2025-406-R: A Resolution Expressing Support for and Joining the City of Tuscaloosa in Litigation Challenging the Administration of the Simplified Sellers Use Tax by the Alabama Department of Revenue

PLANNING

- A. Proposed Ordinance No. 2025-378: Vacation of utility and drainage easement located within 170 Rainbow Glen Circle, Lot 36 of Rainbow Landing Phase 5 Subdivision (First Reading 11/24/2025)

POLICE

- A. **Resolution No. 2025-395-R:** Authorizing a Property Use Agreement with SRI America, Inc., for police emergency driver training (no cost to City)

RECREATION

- A. **Resolution No. 2025-400-R:** Authorizing an Amendment to Professional Services Agreement with Sharon Rivers Officiating for revision to fee schedule for provision of officials for Volleyball and Basketball games (to be paid from Parks and Recreation Department budget)
- B. **Resolution No. 2025-401-R:** Authorizing a Professional Services Agreement with Lydia Zaclis Devenny and Lynnda Wile for line dancing instructor services through the Parks & Recreation Department (no charge to City, courses cost \$5 per person)
- C. **Resolution No. 2025-402-R:** Authorizing a Professional Services Agreement with Tiffani Tucker for wood working instructor services through the Parks & Recreation Department (no charge to City, courses cost \$50 to \$60 per person)

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. 2025-22-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
NOVEMBER 24, 2025**

The Madison City Council met in regular session on Monday, November 24, 2025, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

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

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Technology Coordinator Michelle Parker, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Finance Director David Lawing, Economic and External Affairs Officer Traci Gillespie, Communications Officer Deidra Brisco, Director of Development Services Mary Beth Broeren

Public Attendance registered: Bob Wilson, Beverly Wilson, Marla Davidson, Margi Daly, Cesar Castillo, Janet Marino, Randall Hampson, Kristen Dickerson, Caleb Sartor, Luke Crocker, Jamal Cummins

AMENDMENTS TO AGENDA

City Attorney Megan Zingarelli stated had a point of clarification to make. Ms. Zingarelli stated there are no amendments, however there is a point of clarification needed regarding the appointments for the Zoning Board of Adjustments. Council President Maura Wroblewski stated that item 11 a. for the Zoning Board of Adjustments on the agenda can be removed, and we would continue with Huntsville/Madison EMA. Ms. Wroblewski also stated there will be a presentation regarding community calendar under item number seven added.

APPROVAL OF MINUTES

MINUTES NO. 2025-20-RG DATED NOVEMBER 10, 2025

Council Member Goodson moved to approve Minutes No. 2025-20-RG. Council Member Bier seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2025-21-OG DATED NOVEMBER 3, 2025

Council Member Jackson moved to approve Minutes No. 2025-21-OG. Council Member White seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

Communications Officer Deidra Brisco gave a presentation on the community calendar that has been added to the City website.

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.*

MARGI DALY DISTRICT 6

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

- Executive Sessions being held
- Sales tax increase

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,642,683.94
½ Cent Capital Replacement	\$135,851.81
Gasoline Tax & Petroleum Inspection fees	\$8,297.27
CIP Bond Accounts	\$10,147.92
Library Building Fund	\$87,015.49
Water Distribution & Storage	\$2,052,965.40
Venue Maintenance	\$166,544.16
Multi-Use Venue Collection Fund	\$3,135,860.00

Regular and periodic bills to be paid

Resolution No. 2025-382-R: Authorizing the execution of agreements with Canon Financial Services, Inc. and The Lioce Group, through the North Alabama Cooperative Purchasing Association Bid 23-01, for the rental and maintenance of multi-function network devices within City departments (\$4,973.95/month for 36 months allocated among department budgets according to equipment assigned)

Resolution No. 2025-383-R: Authorizing the execution of agreements with Canon Financial Services, Inc. and The Lioce Group, through the North Alabama Cooperative Purchasing Association Bid 23-01, for rental and maintenance of multi-function network devices at the Madison Public Library (\$485.85/month for 36 months to be paid from Library Fund)

Authorize reimbursement to Intergraph Corporation in the amount of \$107,287.50 pursuant to Tax Proration Agreements authorized by Resolution 2022-305-R for purchase of Public Safety Annex property and Resolution 2023-347-R for purchase of Fitness Center property (to be paid from Contingency Budget)

Acceptance of \$10,000 equipment donation from Creative Cities of railroad crossing camera and monitoring solution (pursuant to contractor agreement with Launch Broadband approved by Resolution No. 2025-371-R)

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

Council Member David Bier

Aye

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Attended the Veterans Day parade in Downtown Huntsville and was able to serve breakfast to Veterans that morning
- Thanks the Public Works and Facilities departments for decorating City Hall for Christmas
- Had the privilege of swearing in the City's first Pup Mayor, Cooper
- Wished everyone a Happy Thanksgiving and reminded everyone City Hall will be closed on Thursday and Friday for the holiday

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Encouraged the public to shop for Christmas gifts at our Community Center where they have great City of Madison merchandise at a reasonable price

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Attended the Veterans Day parade in Downtown Huntsville
- Spoke at the Civic Awareness Academy and encouraged the public to participate

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Attended the Sunshine Oaks celebration for First Responders that was put on by the Madison Chamber

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

- Thanked the Parks and Rec for all of the progress they are making on projects throughout the City parks
- Parks are closed for the winter months to repair the wear and tear on the fields

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thanked Chief Williams for the tour she gave them of Station 1 and answering all her questions
- Thanked the Madison Chamber for First Responder event at Sunshine Oaks
- Shoutout to the Madison Chamber for all the work they do in our City
- Congratulated Small Business Award winners, All Things Madison, Ridgeline Construction and Exteriors, and Woody Anderson of Madison
- Madison Chamber has partnered with Shop Local with Sprocket

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Shared that James Clemens High School is participating in a Sages and Secret program where a student is paired with a senior for an intergenerational relationship opportunity for them to meet once a week and learn about each other's generation
- Madison Senior Center is expanding their hours soon

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- District 7 spot on the Police Citizen Advisory Board is still open
- Adopt a Spot Cleanup had to be rescheduled to December 6th from 9-11 am

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT TO HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY

Council President Maura Wroblewski nominated Council Member Billie Goodson to the Huntsville-Madison Emergency Management Agency Board. There being no other nominations, Mr. Goodson 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. 2025-307: Rezoning certain property owned by Beverly Wilson consisting of 1.28 acres, located at the northwest corner of Hughes Road and Eastview Drive, from R-1A (Low Density Residential) to B2 (Community Business) (First Reading 10/13/2025)

Director of Development Services Mary Beth Broeren presented the proposed ordinance explaining this property has been vacant for quite a while. The family who owns it has been unsuccessful in trying to sell it as a residential property. Ms. Broeren stated that most corner residential properties located on busy roads are rezoned to B2. The Planning Commission voted to recommend the change.

VALERIE MILES DISTRICT 6

Ms. Miles stated she is not opposed to growth or commercial. She stated it is very hard for them to get out of their driveway and safety has become a concern. Crossing the street is dangerous as of now. Ms. Miles that if this passes, please take the property owners into consideration.

MR. MILES DISTRICT 6

Mr. Miles explained they have been living in that house since 2000 and it is very difficult to access their driveway and Eastview as it is, without the potential change.

MARGI DALY DISTRICT 6

Ms. Daly explained that the lights are not connected and she has almost been hit on her bicycle. She also had questions on what type of business would be allowed in there.

Council Member Bier moved to approve Ordinance No. 2025-307. Council Member Goodson seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2025-377-R: AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL LEGAL DESCRIPTION AND EXHIBIT FOR TRACT 2 ON PROJECT 22-038 | HARDIMAN AND BURGREN INTERSECTION TRAFFIC SIGNAL (\$4,500.00 TO BE PAID FROM FUND 38)

Council Member Jackson moved to approve Resolution No. 2025-377-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-379-R: ACCEPTANCE OF BELLAWOODS SUBDIVISION, PHASE 4 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Bier moved to approve Resolution No. 2025-379-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2025-380-R: ACCEPTANCE OF THE HEIGHTS AT TOWN MADISON SUBDIVISION, PHASE 15 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Goodson moved to approve Resolution No. 2025-380-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2025-378: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 170 RAINBOW GLEN CIRCLE, LOT 36 OF RAINBOW LANDING PHASE 5 SUBDIVISION (FIRST READING)

This is a first reading

POLICE

RESOLUTION NO. 2025-376-R: ACCEPTANCE OF THE SAFETY-FIRST GRANT IN THE AMOUNT OF \$14,914 FROM NORFOLK SOUTHERN CORPORATION FOR THE POLICE DRONE PROGRAM (TO BE DEPOSITED INTO POLICE DONATIONS ACCOUNT)

Council Member Jackson moved to approve Resolution No. 2025-376-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

City Attorney Megan Zingarelli asked that the Council convene in an Executive Session made the following declaration:

As the City's attorney and a person involved in certain commercial economic development recruitment and retention efforts, I advise the City Council to go into executive session pursuant to Alabama Code §36-25A-7(a)(7) to discuss preliminary negotiations involving matters of trade or commerce in which the City is in competition with private individuals or entities or other governmental bodies, as well as §36-25A-7(a)(6) for the purpose of discussing the consideration Council is willing to accept when considering the lease of real property. Discussion of these matters, if disclosed outside of executive session, would have a detrimental effect on the competitive position of the city or parties to the negotiations, or upon the location, retention, expansion, or upgrading of business entities in the area.

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

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

Motion carried.

Council President Wroblewski stated with majority consent, that the Council will now enter into executive session, Council is not expected to reconvene or take any votes following the executive session.

ADJOURNMENT

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

The meeting was adjourned at 6:59 p.m.

Minutes No. 2025-20-RG, dated November 10th, 2025, read, approved and adopted this 24th day of November 2025.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary



**MINUTES NO. 2025-07-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
November 19, 2025**

The Madison City Council met for a public work session on Wednesday, November 19, 2025, at 5:30 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 5:30 p.m. by Council President Maura Wroblewski.

THE FOLLOWING ELECTED OFFICIALS WERE IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, City Engineer Michael Johnson, Economic and External Affairs Officer Traci Gillespie, Communication and External Affairs Officer Samantha Magnuson, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Terri Johnson, Dee Voelkel, Eric Bright, Bobby DeNeefe, Jennifer Coe, Chad Lemond, Shay Lemond

RAILROAD CROSSINGS-TRAFFIC DELAYS

NORFOLK SOUTHERN UPDATE

Director of Development Services Mary Beth Broeren introduced the guest speakers as the Regional Vice President with Norfolk Southern, Elizabeth Kennedy Lawler and joining online was the manager of Strategic Planning at Norfolk Southern, Joshua Logelin. Director of Development Services Mary Beth Broeren shared that over the years they had communicated over the issue that was developing with the crossings, especially the one at Sullivan and Downtown Madison. The Regional Vice President with Norfolk Southern Elizabeth Kennedy Lawler shared that the Director of Development Services Mary Beth Broeren collected data over a period of time to help support the claim of the crossing situation. She explained that the railroad has had a lot of economic growth creating issues in a local way. The Regional Vice

president Elizabeth Kennedy Lawler shared with Mayor Bartlett that Norfolk Southern was looking into adding infrastructure to help with operations running more smoothly. She also mentioned that grants were being investigated to help relieve some of the public infrastructure. Strategic Planner Manager with Norfolk Southern Joshua Logelin shared that the timing for the project was very conducive to the political climate such as the Space port coming to the area which should increase the chance of approval for the funding of the railroad crossing project. Council members shared their concerns and asked questions pertaining to the timeline of the federal grant funding.

MADISON TRAIN ALERT SYSTEM PILOT PROJECT

Information Technology Director Chris White shared information about the train monitoring system project. He shared that the project has been underway for almost four years public safety identified the need for a dependable real-time method to know when either crossing was blocked at Sullivan and Main Street. Information Technology Director Chris White shared that Mayor Bartlett asked him whether he could take that information and send a signal to communicate that a train was blocking the track through the Civic Plus alert system so the public could also benefit from the information. Mayor Bartlett connected IT Director Chris White with John Allen and DJ Klein to develop a pilot program. Information Technology Director Chris White revealed that after the three brainstormed it was decided that Main Street was the ideal location for cameras due to the site already having the power infrastructure that's needed. John Allen from the Committee of 100 shared how a train would be detected using audio, laser detection infrared cameras utilizing AI. Mr. Allen also recognized the donation by John and Heather Seifert to the C100 Creative Cities Fund to benefit Madison City Residents. Information Technology Director Chris White went over some of the high points of the project.

PROJECT PURPOSE: Increase safety at railroad crossings, provide dispatch with live video verification, reduce traffic delays from blocked crossings, deliver fast, accurate notifications to the public.

WHY MADISON NEEDS THIS SYSTEM: Frequent train blockings create major traffic delays, emergency routing can be disrupted, residents need timely real time updates when train crossings are blocked, current reporting depends on manual calls and observations, automated technology improves accuracy and response time.

Information Technology Director Chris White briefly explained how the notifications would be delivered. He shared that the notifications would be sent through Civic Plus and would notify when the crossing is blocked and then clear. The first thing that would need to be done would be setting it up with Public Safety to monitor and second would be to have notifications going to residents within a month. Information Technology Director Chris White shared the project cost breakdown and how the monitoring cameras would operate. He summarized how the train would be automatically detected and explained the public notification process. Information Technology Director Chris White allocated to council the benefits and the next steps.

HALF CENT SALES TAX FOR SCHOOLS

Dr. Ed Nichols, the current superintendent of Madison City Schools, shared PowerPoint with updated information on the city's growth and school districts. Superintendent Dr. Ed Nichols disclosed statistics and entities within the current student population. Superintendent Dr. Nichols highlighted the following in his PowerPoint.

- Specialized District Teacher Growth
- ACAP Standardized Testing
- ACT Scores
- 2025 AP Data
- MCS Proposed
- No CAP on Taxes/Revenue
- Per Pupil Spending
- Under-funded Mandates with RAISE Act impact
- State vs MCS Funding-Elementary
- Projected Growth-High School Electives
- Capital Projects
- Madison City Landscape
- Student Projected Growth
- Changes without Half cent
- District Highlights

City Engineer Michael Johnson shared with council some of the projects being considered were improvements to some of the sidewalk walkability areas to some of the middle and high schools as follows:

- Discovery Middle School- Hughes Road-710 Linear feet of five feet wide, sidewalk connects Hardington down to Oakland Trace
- Liberty Middle School-shifting the island crossing closer to County Line Road
- Liberty Middle School-running sidewalk down Karen Drive toward the back and possibly run 800 to 1000 feet to connect to outdoor classroom area
- Bob Jones High School-constructing 1640 linear feet of sidewalk from East View Road in front of Bob Jones down to Conger
- You may review the presentation in its entirety on the City of Madison Website at cityofmadisonal.gov under "Media"

Council members asked questions, and Mayor Bartlett asked the City Attorney Megan Zingarelli to help with the legalities of what Dr. Nichols was asking for. City Attorney Megan Zingarelli explained the rededication process of the half-cent sales tax. She also clarified that there would need to be a first reading of an ordinance at a regularly scheduled meeting and then the council could vote on the ordinance at a subsequent meeting. Council members asked questions pertaining to the ordinance. Much discussion followed regarding projections for the school system, student growth population, economic development and logistics of the schoolboard.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:32 p.m.

Minute No. 2025-07-WS, dated November 19, 2025, read, approved and adopted this 8th day of December, 2025

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

RESOLUTION NO. 2025-330-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CHAMBER OF
COMMERCE, INC 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 Chamber of Commerce, Inc for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **One Hundred thousand dollars (\$100,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT IS MADE by and between the **Madison Chamber of Commerce, Inc.**, a non-profit corporation, (hereinafter “**MCC**”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, the Madison business community provides a significant portion of tax revenue to the City of Madison; and

WHEREAS, the MCC is a non-profit corporation organized to promote and support the City of Madison with a focus on the business community; and

WHEREAS, the MCC has the facilities and resources to provide essential services to the City to promote and market all types of events occurring within the City to regional, national, and international audiences, producing a positive economic impact to the City;

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 latter signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59pm on September 30, 2026.
2. During said term, it is hereby agreed that the MCC shall provide adequate economic promotion and marketing services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the MCC the sum of One Hundred thousand dollars and no cents (\$100,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed hereafter in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The MCC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the MCC 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 the MCC.

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

Madison Chamber of Commerce, Inc.

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 Madison Chamber of Commerce, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

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

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa Thomas, whose names as Mayor and 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 _____, 2025.

Notary Public

EXHIBIT A
SERVICES TO BE PROVIDED BY
THE MADISON CHAMBER OF COMMERCE, INC.

The Madison Chamber of Commerce ("MCC") shall promote the City of Madison, Alabama, and events occurring within the City and build on established and new programs to produce a positive economic impact to the City. In addition, MCC will also continue to enhance their Business Development programs for new and existing businesses in the Madison area.

The following list represents programs and services to be performed for the City of Madison by MCC for the means of promotion, growth, and advocacy:

Overall Objectives

- Advocate to our federal, state, and local officials on behalf of our licensed business
- Function as a catalyst for cross collaboration between businesses, non-profit organizations, and the City of Madison
- Broaden the "recognition footprint" throughout the region for the City of Madison and its businesses
- Provide multiple educational opportunities throughout the year to our members
- Provide regular opportunities for our members to connect and gain exposure with the community
- Promote the City of Madison, Alabama, and events occurring within the City
- Enhance and grow Business Development programs for new and existing businesses in the Madison area
- Seek partnerships for future economic development and a healthy business climate
- Promote Madison's quality of life and standard of living throughout the community
- Partner with other "like" organizations to promote the Tennessee Valley community

Madison Chamber Programming

1. MCC shall organize, produce, promote, and execute the following events in 2026:
 - State of the City Address and/or Celebrate Madison
 - Best in Business Awards
 - Chamber Cup Golf Tournament
 - Training/Educational Quarterly Series
 - Coffee and Commerce Bi-Monthly Series
 - Back to School Breakfast

- Heartbeat of Healthcare
 - Public Policy trip to Montgomery
 - Madison City Schools PTA Coupon Flyer (Yearly)
 - Trains on Main Scavenger Hunt
 - Foodie Scavenger Hunt
 - 1st Responders Appreciation Event
 - Shop Local Campaign (i.e. Hot Cocoa Stroll)
 - Annual Meeting/Gala
 - Member 101 Orientation
 - Teacher Industry Tours
 - Realtor Tours of Madison City Schools
2. Provide PR and promotion of City of Madison events (both for the City of Madison and non-profit organizations working with the City of Madison for the benefit of the community.) Includes but is not limited to:
- City of Madison Parks and Recreation activities and events
 - Madison City Schools
 - Madison City Schools PTA Council
 - Madison Street Festival
 - Trains on Main Scavenger Hunt
 - Madison Christmas Tree Decorating Contest
 - Civic Organizations
 - Shoppes of Downtown Madison events

Resident Resources

- Answer multiple phone calls and in-person visits each day by residents and tourists looking for brochures and places to eat/visit while visiting our city (This equals between 4-7 hours per week of MCC office staff time since there is no official visitors center currently operating in the City limits.)
- Online directory listing of all Madison Chamber businesses

Responsibilities of President and Board of Directors

- Serve as the “face” of the Madison Chamber throughout the Tennessee Valley
- Attend meetings of the Board of Directors, Committee meetings, and Chamber events, whether before or after normal working hours
- Advocate for local businesses through multiple opportunities, which may include:
 1. Montgomery, Alabama Advocacy Trips
 2. Washington D.C. Advocacy Trips
 3. Events where the governor and/or national, state, or local legislators are scheduled to attend

- Focus on building relationships with area organizations and leaders, including, but not limited to:
 1. Other regional Chambers of Commerce
 2. NASA
 3. Redstone Arsenal
 4. TARCOG
 5. TVA
 6. Manufacturing and Other Industries
- Establish and maintain an effective and efficient office that represents the professionalism and community pride of Madison
- Proactively and effectively promote Madison Chamber of Commerce through various forms of media and local activities
- Provide MCC business members with professional development and networking opportunities

RESOLUTION NO. 2025-331-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville-Madison County Emergency Management Agency (EMA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **sixty eight thousand thirty eight dollars (\$68,038.00)** for FY 26.

READ, PASSED, AND ADOPTED this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

www.pearsoned.com

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

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, 2026.
2. During said term, it is hereby agreed that EMA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to EMA the sum of Sixty Eight thousand Thirty Eight dollars and no cents (\$68,038.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. EMA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by EMA.

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

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

HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____,
2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

The Huntsville-Madison County Emergency Management Agency:

- Shall provide aid and assistance to the City in the event of an emergency for the term of this Agreement. "Emergency" is defined as any occurrence, or threat thereof, whether natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- In the event of an emergency, the extent and nature of aid and assistance provided to the City by EMA shall be at the sole discretion of EMA; however, EMA shall act in good faith in responding to any such emergency.
- In no event shall EMA be liable to the City or to any person who resides or works in the City or owns property therein, for failure to provide aid and assistance in the event of an emergency.

RESOLUTION NO. 2025-332-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH NATIONAL CHILDREN'S
ADVOCACY CENTER (NCAC) 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 National Children's Advocacy Center (NCAC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Thirty thousand dollars (\$30,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

www.pearsoned.com

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

NATIONAL CHILDREN'S ADVOCACY CENTER

Its: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

Given under my hand and official seal this _____ day of _____,
2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

The National Children's Advocacy Center proposes to utilize the \$30,000 in funding from the City of Madison to provide both direct services to children regarding allegations of abuse, and also to provide child abuse prevention services, to the children and residents of Madison. All of these services are **provided at no charge to the clients involved.**

The National Children's Advocacy Center is proposing to provide the following services to residents in Madison at no cost to these individuals.

- Forensic Interviews of alleged child abuse victims
- Medical Exams of alleged child abuse victims
- Evidence-based mental health services for child victims and caregivers
- Child Abuse Prevention Presentations in Madison City Schools
- Support the ongoing implementation of the Handle With Care program in partnership with Madison Police, Madison Fire, and Madison City Schools
- Child Abuse Prevention Casework
 - Healthy Families
 - Partnership in Parenting
- Free training for Madison City Police Department Personnel involved in the investigation of child abuse

RESOLUTION NO. 2025-333-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE HOSPITAL
FOUNDATION (HHF) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville Hospital Foundation (HHF) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seven thousand Five hundred dollars (\$7,500.00)** for FY 26.

READ, PASSED, AND ADOPTED this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

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

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that HHF shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HHF the sum of Seven thousand Five hundred dollars and no cents (\$7,500.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HHF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HHF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HHF.

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

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

HUNTSVILLE HOSPITAL FOUNDATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public

EXHIBIT A

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

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

RESOLUTION NO. 2025-334-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON
COUNTY CONVENTION & VISITORS BUREAU (CVB) 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 (CVB) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifty-Five thousand dollars (\$55,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 8th day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

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, 2026.
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 Fifty-Five thousand dollars and no cents (\$55,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, 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.

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

HUNTSVILLE-MADISON COUNTY CONVENTION & VISITORS BUREAU

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Huntsville-Madison County Convention & Visitors Bureau 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 _____, 2025.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2025.

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 of Conventions is designated as our hands-on liaison and serves on the Madison Chamber of Commerce Board of Directors. The CVB attends luncheons, after-hours events, other related events in Madison, and supports the Celebrate Madison and Chamber Cup. 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 Month 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 Old Black Bear Brewery 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
- Group Tour Planner
- Meeting Planner Guide
- Outdoor Guide
- Sports Guide
- Interactive Digital Visitor Information kiosk and large Video Wall in the Visitor Center

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 – association meeting planners
- Travel South International – exhibit with other Alabama cities to encourage inclusion of Huntsville/Madison/Madison County when planning future travel to the U.S.
- Association of the United States Army National Convention held in Washington, DC each year
- Travel Media Meetup 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
- US Sports Congress
- Sports ETA with one-on-one appointments
- Military Reunion Network
- Society of Government Meeting Professionals tradeshow
- North American Travel Journalists Association Annual Conference
- Southern Travelers Explore

Madison hospitality partners participate in:

- Historic walking tours in April, a local event with statewide promotion
- iHeart social media campaign in February
- Tourism Month in May
- Restaurant Week and Culinary Month in August
- History/Outdoor 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 Design Manager 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, such as U.S. Travel Association, Southeast Tourism Society, Alabama Tourism Department and Alabama Mountain Lakes Tourist Association 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. We are proud of hosting a meeting planner familiarization tour that highlighted Town Madison and Toyota Field.

The CVB Convention team is tasked with bringing conferences and sporting events to Huntsville/Madison/Madison County. We are guided by a strategic plan that focuses on the following business markets that have direct links to our community – sports, government, religious, fraternal, association and corporate. The team’s sales efforts include:

- attending meeting planner/sports shows
- regional sales mission trips to Montgomery, Atlanta, Nashville and possibly Washington, D.C.
- host local meeting planner events
- conduct city site tours
- engage with the community to keep meetings home in Madison County
- provide complimentary convention services to events taking place such as a city information table, registration assistants and providing connections to our hospitality partners

These sales efforts have retained existing conferences and won new conferences/sporting events that have a direct economic impact on the Madison hospitality community.

- Association of the United States Army (AUSA) Global Force Symposium – 7,000 attendees
- Space & Missile Defense Symposium – 8,000 attendees
- Gridiron Men’s Conference – 4,000 attendees
- National Cyber Summit – 3,000 attendees
- Lions Club – USA/Canada Leadership Forum – 2,000 attendees
- Several sporting events at Toyota Field

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 for CVB special promotions such as Tourism Month, 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. Additional funding will assist in expanding our marketing efforts to include new programs that will increase the number of visitors/convention delegates/sports enthusiasts who bring in more tax dollars.

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, and we are grateful for the opportunity to share the many great assets and amenities with visitors traveling to our area.

RESOLUTION NO. 2025-390-R**A RESOLUTION AUTHORIZING A
SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a one (1) year subscription license with Wide Open West Finance, LLC, d/b/a WOW! Business, for high-speed internet services for the property located at 1282 Hughes Road (the former Senior Center), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Service Order" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Senior Center

Phone: (256) 772-2886

Date: 11/10/2025

Account #: 323142601

Fed Tax ID: 63-6005387

Quote #: OPP-1099606

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

1282 Hughes Rd
Madison AL 35758

BILLING ADDRESS

ATTN: Kory Alfred 100 Hughes Rd
Madison AL 35758

CONTRACT TERM

12 month(s)

SALES REP

Laura Dean
(256) 489-6417
laura.dean@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
Performance High Speed Internet 60/10	High Speed Internet 60mbps/10mbps	New	1	\$64.99	\$0.00	\$64.99
HSI Modem Rental	Modem Rental Fee	New	1	\$11.00	\$0.00	\$11.00
Total:					\$ 0.00	\$ 75.99
Setup/Install Fees						
Coax Installation Charge - 1 Product	Installation Charge to install/activate a single Coax product (Business Line or HSI). Activates existing Jacks/Outlets only. New Jacks require an extra charge.	New	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review				Total:	\$ 0.00	\$ 75.99

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Laura Dean

Title: SAM

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 1282 Hughes Rd Madison AL 35758

Phone: (256) 772-2886

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

RESOLUTION NO. 2025-391-R**A RESOLUTION AUTHORIZING A SUBSCRIPTION AGREEMENT WITH FIBER UTILITY NETWORK, INC. D/B/A ALABAMA FIBER NETWORK**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a month-to-month subscription license with Fiber Utility Network, Inc. d/b/a Alabama Fiber Network, for network and internet services for the property located at 101 Main Street, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Telecommunications Service Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama



Quote

AlabamaFiberNetwork.com

Sold To:	Company Name	City of Madison - Main Street Building		
	Service Address	101 Main St, Madison, AL 35758		
	Technical Contact	Chris White <chris.white@madisonal.gov>, (256) 464-8432		
	Billing Address	100 Hughes Road, Madison, AL 35758		
	Billing Contact	ap@madisonal.gov		
		Quote #	By:	Date
		CAI-0858	Tim Black	13-Oct-2025

	Part Code	Description	QTY		
				Monthly	Upfront
		DIA - Dedicated Internet Access (IP-Transit)			
#1	DIA-1G	1G/1G - Dedicated Internet Access (includes 1 static IP)	1	\$ 452.25	\$ -
#2	DIA-SUBNET29	IP Address Assignment (5 Usable IP)	1	\$ 75.00	\$ -
		Additional notes and stipulations:			
		Build Completion Target: Q4 2025			
		Service Activation: At Customer's Discretion			
		Service Term: Month to Month			
		Payment Term: Net 30			
		Service Termination: 60-day Notice Required			
		IP Addresses: Upon termination of service, any leased IP addresses will be returned to AFN			

Total	\$	527.25	\$	-
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Prices are valid for 45 days from price quote date
Prices do not include taxes or transportation which will be charged as incurred F.O.B. Origin Freight Prepaid and Added
Purchase orders should be made out to: Alabama Fiber Network
Purchase order should include: Quote #: CAI-0858
Send PO to: sales@alabamafibernet.com
Prices provided pursuant to attached Terms and Conditions, and/or agreed MSA Contract

Signature Block for Order

Signature: _____

Name / Title: _____

Date: _____

The individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Fiber Utility Network, Inc. dba Alabama Fiber Network
Address: 103 Jesse Samuel Hunt Blvd, Suite 203, Prattville, AL. 36067
sales@alabamafibernetnetwork.com



TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN Alabama Fiber Network DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Fiber Utility Network, Inc. dba Alabama Fiber Network ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide, and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically continue on a Month to Month basis, unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. The monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by the Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial

number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

Damage Limitations. Except for indemnity obligations arising under Section 4.4, confidentiality obligations arising under Section 5.1, or payment obligations arising under this Agreement: (i) each Party's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the actual direct damages sustained by the Damaged Party under this Agreement, but in no event greater than an amount equivalent to the total MRC payable by Customer over the preceding twelve months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first twelve months of the Order Term, and (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Service Attachment.

Limited Warranty. Alabama Fiber Network represents and warrants to Customer that Alabama Fiber Network has the right to furnish the Services to Customer as provided hereunder. ALABAMA FIBER NETWORK MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No Liability for Certain Actions. Alabama Fiber Network exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or Service.

Indemnification. Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns ("Indemnified Party") harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to: (i) any physical damage to tangible property, or personal injury or death caused by the gross negligence or willful misconduct of the Indemnifying Party, or (ii) infringement or misappropriation of such third party's intellectual property right caused by the Indemnifying Party, provided, however, that Alabama Fiber Network is not obligated to indemnify Customer, and Customer shall defend and indemnify Alabama Fiber Network as an Indemnified Party, for any claims or actions commenced by any third party, including end users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services.

Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

Governing Law; Venue; Prevailing Party. The Agreement, and all claims and disputes arising under the Agreement, shall be governed by and construed solely in accordance with the laws of Alabama, without giving effect to any conflict of law principles. The Parties agree that any dispute, claim, or action relating to or arising from the Agreement or an order shall be brought only in the state or federal courts sitting in and for the County of Autauga, Alabama. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If suit is brought or an attorney is retained by either Party to enforce the terms of the Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses incurred in connection therewith.

Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

Force Majeure. Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or hindrance of performance hereunder due to causes beyond its reasonable control (a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the event and of the termination of such event.

Material Change in Law. If the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues a rule, regulation, law, order or decision that has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.

Entire Agreement; Amendment. The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services ordered after the Effective Date and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

Service terms are offered uniformly to all eligible parties. Limits to middle mile services and dark fiber leases include: Alabama Fiber Network (AFN) is not obligated to lease dark fiber on portions of the project AFN has itself leased; no less than 33% but no more than 50% of constructed strands funded by grant 1MIDDLEMILE22 01 will be made available for dark fiber leasing; and AFN will not lease to any individual entity more than 24 strands of fiber on any portion of the new construction of grant 1MIDDLEMILE22 01.

RESOLUTION NO. 2025-392-R

**A RESOLUTION AUTHORIZING A SUBSCRIPTION AGREEMENT WITH FIBER
UTILITY NETWORK, INC. D/B/A ALABAMA FIBER NETWORK**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a month-to-month subscription license with Fiber Utility Network, Inc., d/b/a Alabama Fiber Network, for network and internet services for the property located at 230 Business Park Boulevard, Building 23A (Public Safety Annex), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Telecommunications Service Agreement" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama



Quote

AlabamaFiberNetwork.com

Sold To:	Company Name	City of Madison - Public Safety Annex		
	Service Address	230 Business Park Ave, Madison, AL 35758		
	Technical Contact	Chris White <chris.white@madisonal.gov>, (256) 464-8432		
	Billing Address	100 Hughes Road, Madison, AL 35758		
	Billing Contact	ap@madisonal.gov		
		Quote #	By:	Date
		CAI-0791	Tim Black	13-Oct-2025

[illegible]

Total	\$	527.25	\$	-
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Prices are valid for 45 days from price quote date
Prices do not include taxes or transportation which will be charged as incurred F.O.B. Origin Freight Prepaid and Added
Purchase orders should be made out to: Alabama Fiber Network
Purchase order should include: Quote #: CAI-0791
Send PO to: sales@alabamafibernet.com
Prices provided pursuant to attached Terms and Conditions, and/or agreed MSA Contract

Signature Block for Order

Signature: _____

Name / Title: _____

Date: _____

The individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Fiber Utility Network, Inc. dba Alabama Fiber Network
Address: 103 Jesse Samuel Hunt Blvd, Suite 203, Prattville, AL. 36067
sales@alabamafibernetnetwork.com



TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN Alabama Fiber Network DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Fiber Utility Network, Inc. dba Alabama Fiber Network ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide, and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically continue on a Month to Month basis, unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. The monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by the Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within thirty (30) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial

number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

Damage Limitations. Except for indemnity obligations arising under Section 4.4, confidentiality obligations arising under Section 5.1, or payment obligations arising under this Agreement: (i) each Party's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the actual direct damages sustained by the Damaged Party under this Agreement, but in no event greater than an amount equivalent to the total MRC payable by Customer over the preceding twelve months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first twelve months of the Order Term, and (ii) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Service Attachment.

Limited Warranty. Alabama Fiber Network represents and warrants to Customer that Alabama Fiber Network has the right to furnish the Services to Customer as provided hereunder. ALABAMA FIBER NETWORK MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

No Liability for Certain Actions. Alabama Fiber Network exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or Service.

Indemnification. Each Party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns ("Indemnified Party") harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney's fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to: (i) any physical damage to tangible property, or personal injury or death caused by the gross negligence or willful misconduct of the Indemnifying Party, or (ii) infringement or misappropriation of such third party's intellectual property right caused by the Indemnifying Party, provided, however, that Alabama Fiber Network is not obligated to indemnify Customer, and Customer shall defend and indemnify Alabama Fiber Network as an Indemnified Party, for any claims or actions commenced by any third party, including end users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services.

Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

Governing Law; Venue; Prevailing Party. The Agreement, and all claims and disputes arising under the Agreement, shall be governed by and construed solely in accordance with the laws of Alabama, without giving effect to any conflict of law principles. The Parties agree that any dispute, claim, or action relating to or arising from the Agreement or an order shall be brought only in the state or federal courts sitting in and for the County of Autauga, Alabama. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If suit is brought or an attorney is retained by either Party to enforce the terms of the Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related expenses incurred in connection therewith.

Waiver. The failure of either party to give notice of Default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

Force Majeure. Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or hindrance of performance hereunder due to causes beyond its reasonable control (a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the event and of the termination of such event.

Material Change in Law. If the Federal Communications Commission, a state Public Utility or Service Commission, a court of competent jurisdiction or other governmental entity issues a rule, regulation, law, order or decision that has the effect of canceling, changing or superseding any material term or provision of this Agreement (collectively, "Regulatory Requirement"), then this Agreement will be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with the Regulatory Requirement. If the parties cannot agree to modifications necessary to comply with a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then either party may terminate this Agreement and/or any Service Order impacted by the Regulatory Requirement effective as of the date of notice by providing written notice to the other party.

Entire Agreement; Amendment. The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services ordered after the Effective Date and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

Service terms are offered uniformly to all eligible parties. Limits to middle mile services and dark fiber leases include: Alabama Fiber Network (AFN) is not obligated to lease dark fiber on portions of the project AFN has itself leased; no less than 33% but no more than 50% of constructed strands funded by grant 1MIDDLEMILE22 01 will be made available for dark fiber leasing; and AFN will not lease to any individual entity more than 24 strands of fiber on any portion of the new construction of grant 1MIDDLEMILE22 01.

RESOLUTION NO. 2025-398-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, APPROVING
AMENDMENT # 2 TO THE CITY OF MADISON'S GENERAL CAPITAL IMPROVEMENT FUND
(FUND 38); AMENDING A LIST OF SAID CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED
AND CONSTRUCTED OUT OF FUND 38**

WHEREAS the City Council of the City of Madison, Alabama, from time to time adopts a Capital Improvement Plan to address capital needs of the City including Buildings and Facilities, Parks and Recreation, Streets, Sidewalks and Drainage Projects and updates; and

WHEREAS on September 24, 2024, the City Council of the City of Madison, Alabama, adopted Resolution No. 2024-290-R approving the budget for the General Capital Improvement Fund (Fund 38); and

WHEREAS on September 22, 2025, the City Council of the City of Madison, Alabama, amended said capital improvement plan by Resolution No. 2025-296-R approving the budget for the General Capital Improvement Fund (Fund 38); which represents the current list of approved projects; and

WHEREAS it is the desire of the City Council of the City of Madison, Alabama, to amend the list of projects known as the General Capital Improvement Fund (Fund 38) to reflect the current revised capital budget amount for the Public Safety Annex project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the *General Capital Improvement Fund (Fund 38) Project Listing (as revised)*, attached to this Resolution and incorporated herein by reference is hereby adopted, and that it is the intent of Council to further the list of projects herein with subsequent funding and other support.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized and directed to take all necessary actions to effectuate payments for the listed projects in accordance with the terms and conditions thereof, subject to funding availability.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th of December 2025.

ATTEST:

Maura Wroblewski, City Council President
City of Madison, Alabama

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

**ATTACHMENT TO
RESOLUTION NO. 2025-398-R
CAPITAL IMPROVEMENT FUND (FUND # 38)
LIST OF APPROVED BUDGETED PROJECTS**

Project Identifier	Description	Capital Budget - Resolution No. 2025-296 R	Revised Capital Budget - Resolution No. 2025-398 R
21 024	PUMPHOUSE ROAD - STORM PIPE	\$ 605,000	\$ 605,000
22 008	BRADLEY STREET	\$ 675,000	\$ 675,000
22 016	HUGHES RD / PORTAL/MILL SIGNAL-ADA UPGRADE	\$ 505,000	\$ 505,000
22 022	MADISON BLVD RESURFACING	\$ 1,250,000	\$ 1,250,000
22 023	WALL TRIANA / GOOCH TRAFFIC SIGNAL AND SIDEWALK	\$ 700,000	\$ 700,000
22 024	MILL ROAD SIGNAL AND DITCH IMPROVEMENTS	\$ 2,850,000	\$ 2,850,000
22 036	HSV BROWNSFERRY / BURGEEEN ROUNDABOUT	\$ 1,840,000	\$ 1,840,000
22 038	BURGEEEN / HARDIMAN TRAFFIC SIGNAL	\$ 420,000	\$ 420,000
22 039	SEGERS / MAECILLE WIDENING	\$ 2,180,000	\$ 2,180,000
22 040	WALL TRIANA/GILLESPIE INTERSECTION IMPROVEMENTS	\$ 425,000	\$ 425,000
23 008	ROYAL DRIVE SIGNAL	\$ 780,000	\$ 780,000
23 010	OLD MADISON PIKE / HUGHES ROAD WIDENING	\$ 2,200,000	\$ 2,200,000
23 011	BALCH / GOOCH ROUNDABOUT	\$ 1,100,000	\$ 1,100,000
23 012	BALCH / BROWNSFERRY ROUNDABOUT	\$ 250,000	\$ 250,000
23 014	MILL SIDEWALK TO TRAILHEAD	\$ 270,000	\$ 270,000
99 001	ROYAL DRIVE - CONSTRUCTION	\$ 2,500,000	\$ 2,500,000
99 013	ANIMAL CONTROL BUILDING - CELTIC DRIVE	\$ 645,000	\$ 645,000
99 014	MAIN BUILDING - ELECTRIC WORK - CELTIC DRIVE	\$ 150,000	\$ 150,000
99 015	PALMER PARK UPGRADES	\$ 1,900,000	\$ 1,900,000
99 016	BATTING CAGES - WELLNESS CENTER	\$ 350,000	\$ 350,000
99 017	CITY HALL RENOVATION	\$ 1,000,000	\$ 1,000,000
CELTIC TRAINING	TRAINING COMPLEX - CELTIC DRIVE	\$ 1,000,000	\$ 1,000,000
HEXAGON	HEXAGON - PUBLIC SAFETY ANNEX	\$ 5,138,000	\$ 5,845,000
WAYFINDING	WAYFINDING PROJECT	\$ 300,000	\$ 300,000
	TOTALS	\$ 29,033,000	\$ 29,740,000

Date: October 29th, 2025

To: **Dads of Palmer Place Neighborhood**
256-656-9704

Sponsorship Agreement-Visibility Art Crawl

This letter serves as confirmation of the sponsorship agreement between (Name of Organization) and the City of Madison Parks and Recreation Special Needs Program in support of the upcoming Visibility Art Crawl.

Event Details:

- Event: Visibility Art Crawl
- Date: Friday, November 15, 2025
- Time: 6:00 PM – 8:00 PM
- Location: Madison Community Center 1329 Browns Ferry Rd Madison, AL 35758

Sponsorship Details:

- Sponsor: Dads of Palmer Place Neighborhood
- Sponsorship Amount: \$500
- Payment Due Date: November 10, 2025
- Payment Method: Check made payable to City of Madison Parks and Recreation

Sponsorship Benefits:

In recognition of this generous sponsorship, Sponsor will receive:

- Recognition in all marketing materials for the event (flyers, website, social media, press releases as applicable).
- Prominent logo and/or name placement on event signage.
- Four (4) complimentary tickets to the Visibility Art Crawl.
- A thank-you feature following the event, including event highlights and photos.

Use of Sponsorship Funds:

The sponsorship contribution will directly support the costs of hosting the Visibility Art Crawl, including:

- Event signage
- Materials for displaying artwork
- Decorations

We are deeply grateful for your support in helping us create an inclusive, engaging, and meaningful experience for our community.

Please sign below to confirm your sponsorship agreement:

Sponsor Representative

Name: Michael McKay

Signature: [Signature]

Date: 11/14/2025

City of Madison Parks and Recreation Representative

Name: Marisa Estrada

Signature: [Signature]

Date: 10/29/2025

RESOLUTION NO. 2025-393-R

**APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR CHIKINJIP-MADISON
LLC D/B/A CHIKINJIP**

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Restaurant Retail Liquor License to **Chikinjip-Madison, LLC**, doing business as **Chikinjip**, which has applied for said license for its location at **12120 County Line Road, Suite A, Madison, AL 35756**; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **Chikinjip-Madison, LLC**, doing business as **Chikinjip** for its **12120 County Line Road, Suite A, Madison, AL 35756** 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 Restaurant Retail Liquor License to **Chikinjip-Madison, LLC**, doing business as **Chikinjip**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, 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: December 3, 2025

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Chikinjip – Madison LLC
DBA: Chikinjip
Restaurant Retail Liquor License

Please find attached a copy of the checklist for Chikinjip – Madison LLC., doing business as Chikinjip regarding their application for a Restaurant Retail Liquor License for their location at 12120 County Line Road, Suite A, Madison, AL 35756.

This business is applying for a Restaurant Retail Liquor License because it is a new establishment in Madison.

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

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: Chikinjp-Madison LLC

Business Name: Chikinjp

Business Location: 12120 County Line Road Suite A, Madison, AL 35756

Mailing Address: 116 Rosemary Drive Madison, AL 35756

Phone: (505) 463-5320

APPLICATION FEE:

Date Paid: 11/14/2025 Amount: \$ 100.00 Receipt #: 3617

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 11/17/2025

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Renfroe Title Investigations Asst.

Date Completed: 11/18/2025

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 11/17/2025

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Danville Title Building Inspector

Date Completed: 11/17/25

FIRE DEPARTMENT APPROVAL:

Letter Sent: 11/17/2025

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Heather Howard Title Inspector

Date Completed: 11/20/25

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 11/17/2025Date Placed: 11/26/2025 Newspaper: MadisonPublication Fee Paid: \$184.00Date Paid: 11/14/2025 Receipt #: 3617Date of Public Hearing: 9/8/2025Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

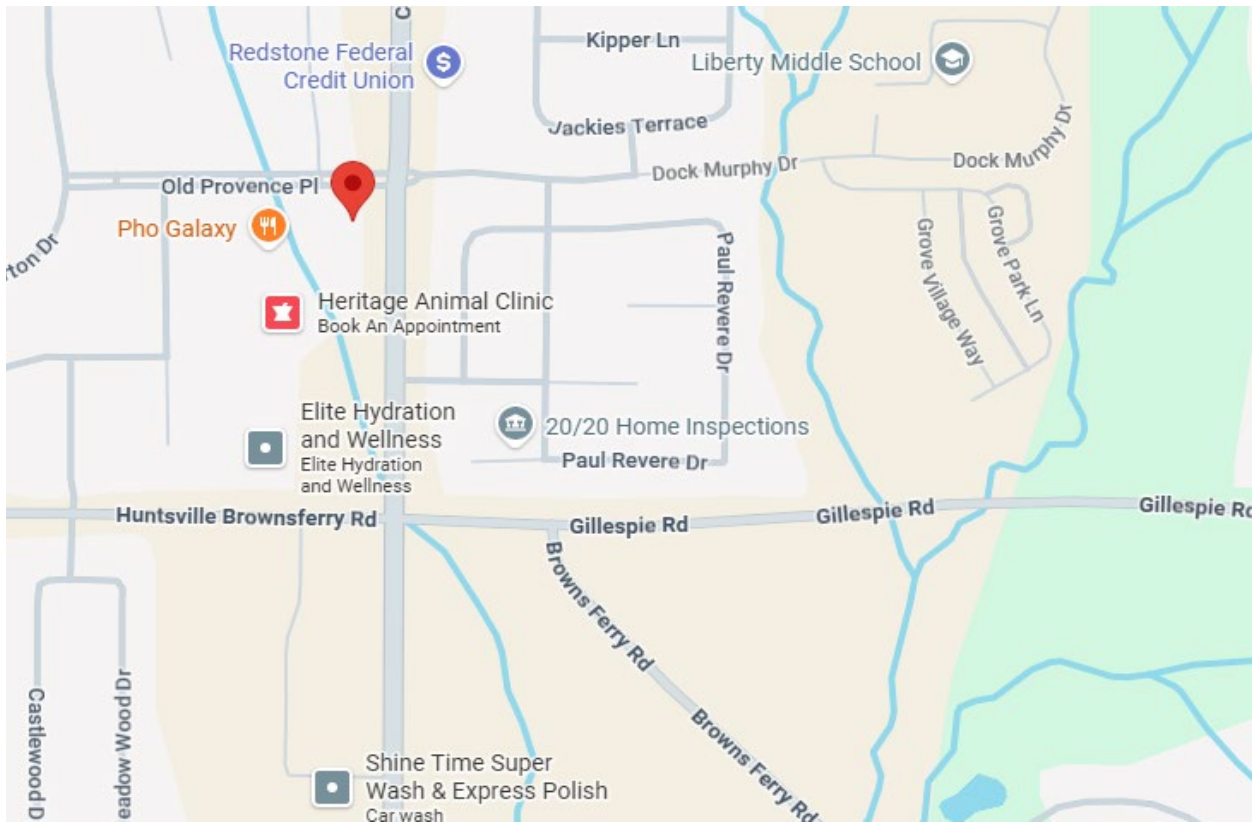
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2025-394-R**A RESOLUTION APPOINTING PRESIDING MUNICIPAL JUDGE
AND ASSOCIATE MUNICIPAL JUDGE**

WHEREAS, the City Council of the City of Madison has established a Municipal Court according to the laws of the State of Alabama; and

WHEREAS, Aaron Charles Ryan, Esq., currently serves in the capacity of Associate Municipal Judge for the City and has provided consistent and continuous service; and

WHEREAS, the City Council desires to appoint Aaron Charles Ryan, Esq. to serve as Presiding Municipal Judge as an unclassified part-time official who is selected by Council and reports to the Mayor; and

WHEREAS, the City Council desires to appoint Nathan Wake, Esq., to serve in the capacity of Associate Municipal Judge as an unclassified part-time official who is selected by Council and reports to the Mayor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that, pursuant to and subject to the provisions of Ala. Code §12-14-30, *at seq.* (1975), the Council hereby appoints Aaron Charles Ryan, Esq., as Presiding Municipal Judge and establishes his rate of compensation at one hundred ninety-three dollars and twenty-seven cents (\$193.27) per hour, and appoints Nathan Wake, Esq., as Associate Municipal Judge and establishes his rate of compensation at one hundred seventy-nine dollars and forty-two cents (\$179.42) per hour, each to receive a minimum of three (3) hours pay per court date; and

BE IT FURTHER RESOLVED that, starting with Fiscal Year 2027, in the event that the City Council approves one (1) or more COLA increase(s) for City employees during the term of these appointments, each COLA increase shall be applied to the rate of compensation for the Presiding Municipal Judge and Associate Municipal Judge as mandated by §12-14-33(b), Code of Alabama 1975, as amended; and

BE IT FURTHER RESOLVED that, pursuant to § 12-14-30(b), Code of Alabama 1975, as amended, each of these appointments shall be for a two-year period beginning January 1, 2026, and continuing under the terms set forth herein until a successor has been appointed and qualified.

READ, PASSED, AND ADOPTED this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-381-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE
THE SUBDIVISION IMPROVEMENTS FOR
RS MADISON SUBDIVISION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon the recommendation of the Planning Department and Engineering Department, effective November 24, 2025, the City of Madison accepts for public use and maintenance the streets, drainage, and utilities within the rights of way and easements dedicated for RS Madison Subdivision, as recorded in the Madison County Probate Office in Book 2025, Page 191.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: RS Madison
 Principal: Murphy Oil USA, Inc.
 Bond No: _____ Amount: \$42,714.75 LOC _____ Cash X

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 19th day of November 2025

WITNESS Jennifer Wilbur

PRINCIPAL

By: _____

Its: VP & General Counsel

APPROVED:

City Engineer

Date _____

ACCEPTED:

CITY OF MADISON

Mayor

Date _____

ATTEST:

City Clerk - Treasurer

CITY OF MADISON & MADISON WATER AND WASTEWATER BOARD
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: RS Madison

Plat Book 2025 Page 191 or Document # _____

Probate Records of Madison County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance programs of the City of Madison and its Water and Wastewater Board. Applicant hereby dedicates the water and sanitary sewer system of said subdivision to the Water and Wastewater Board of the City of Madison, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the City of Madison and its Water and Wastewater Board.

Date: 11/10/2025

Developer: Murphy Oil USA Inc

Address: 200 E. Peach St.

El Dorado AR 71730

By: Jennifer Hilburn Jennifer Hilburn

Its: Development Process Specialist

ENGINEERING CERTIFICATION

This is to certify that the sanitary sewer and water systems, the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision are complete, are free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison and its Water and Wastewater Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute any express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that representatives of the City of Madison and its Water and Wastewater Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board and the City.

Date: 11.03.25

Consulting Engineer: PAN AMERICAN ENGINEERS

Address: 1717 JACKSON STREET
ALEXANDRIA, LA 71301

By: SAM GASSIOT SGE

Its: ENGINEER

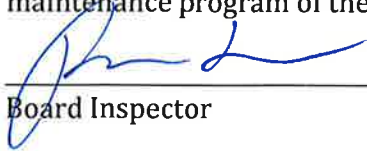
CITY OF MADISON & MADISON WATER AND WASTEWATER BOARD
SUBDIVISION ACCEPTANCE FORM

Subdivision: RS Madison

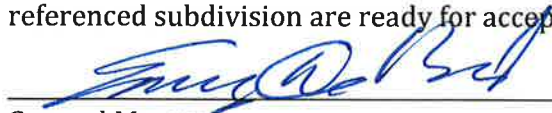
Plat Book 2025 Page(s) 191 or Document # _____

Probate Records of Madison County, Alabama.

The water and sanitary sewer systems of the above-referenced subdivision have passed required tests and inspections and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.


Board Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the above-referenced water and sanitary sewer systems in the above-referenced subdivision are ready for acceptance by the Board


General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 1 day of Dec, 2025, dedicated water and sanitary sewer systems in the above-referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.


Board Chairman

Subdivision improvements in the above-referenced subdivision (other than water and sanitary sewer systems accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.

City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than water and sanitary sewer systems accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.

Director of Engineering

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2025-388-R**AUTHORIZING AMENDMENT NUMBER ONE TO A PROFESSIONAL SERVICES AGREEMENT WITH IVALDI ENGINEERING, PLLC**

WHEREAS, pursuant to Resolution No. 2024-350-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Ivaldi Engineering, PLLC (herein "Ivaldi") for professional engineering consulting services for the Powell Road and Burgreen Road Intersection Improvements project; and

WHEREAS, the original agreement was entered for an amount not to exceed sixty-five thousand eight hundred ninety-five dollars (\$65,895.00); and

WHEREAS, the Engineering Director has requested that the original agreement with Ivaldi be amended to allow the firm to expand the scope of the Agreement to provide supplemental surveying services;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute Amendment Number One to the Professional Services Agreement with Ivaldi for supplemental surveying services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto dated November 18, 2025, and identified as "Modification to 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 her designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Ivaldi Engineering, PLLC, in an additional amount not to exceed one thousand two hundred dollars (\$1,200) in the manner detailed in the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

IVALDI

ENGINEERING

November 18, 2025
City of Madison
Michelle Dunson, P.E., CFM
100 Hughes Road
Madison, AL 35758

Re: Modification to Agreement for Professional Services
Powell Road and Burgreen Road Intersection Improvements
PO Number: 2025-00000203

To Whom It May Concern:

Ivaldi Engineering, PLLC ("Engineer") would like to thank you for the opportunity to provide the requested modification to the agreement for professional services on the above referenced project.

We propose to offer the following services:

1. Surveying Services

A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit "A". Ivaldi Engineering, PLLC ("Engineer") would like to thank you for the opportunity to provide the requested modification to the agreement for professional services on the above referenced project.

Sincerely,



Eric Bonds, P.E.
Ivaldi Engineering, PLLC
COO & Founding Partner

Acknowledgment:

Attachments

- Exhibit "A" Scope of Services
- Exhibit "B" Professional Services Agreement

Cc: File



SCOPE OF SERVICES

EXHIBIT A

Exhibit "A"

Powell Road and Burgreen Road Intersection Improvements
Proposed Scope of Services
November 18, 2025

Ivaldi Engineering, PLLC proposed scope of services is presented in the following elements:

- I. Scope of Services
- II. Compensation

I. SCOPE OF SERVICES**1. SURVEYING SERVICES****A. SKETCHES AND EXHIBITS**

The Engineer will provide four (4) additional exhibits describing the areas of proposed Temporary Construction Easements (TCE) and Utility and Drainage Easements for this project.

II. COMPENSATION

FEES		
DESCRIPTION	FEE TYPE	FEE
Surveying Services	Lump Sum	\$1,200.00
Change Order # 1	Total	\$1,200.00
Original Contract	Original Total	\$65,895.00
Modified Contract	New Total	\$67,095.00

Industry standard reimbursable expenses have not been included in the fees. Expenses may include, but are not limited to; copies, overnight delivery and postage, and courier charges.

Proposal for Professional Engineering Services

Powell and Burgreen Intersection

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and Ivaldi Engineering, PLLC, hereinafter referred to as the “Consultant.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2024-350-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Consultant for professional engineering consulting services the Powell Road and Burgreen Road Intersection Improvements; and

WHEREAS, the City has requested additional work to include four additional exhibits describing the areas of proposed Temporary Construction Easements and Utility and Drainage Easements, and such work will require additional funds pursuant to the Agreement, which is described in the proposed scope of services dated November 18, 2025, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of one thousand two hundred dollars (\$1,200.00) to cover additional expenses described in Exhibit A.

B. Remainder.

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

C. Effective Date.

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

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

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

Given under my hand and official seal this _____ day of December 2025.

Notary Public

Ivaldi Engineering, PLLC

By: _____
Signature

Print name

Its: _____

Date: _____

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

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

Given under my hand this the _____ day of December 2025

Notary Public

RESOLUTION NO. 2025-389-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH TTL, INC., FOR EASTVIEW SIDEWALK
EXTENSION DESIGN**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with TTL, Inc., for engineering design of the Eastview Sidewalk Extension project, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **TTL, Inc.**, located at 101 Quality Circle NW, Suite 130, Huntsville, AL, 35806 hereinafter referred to as "Consultant."

WHEREAS, the City of Madison has sought professional design services associated with the Eastview Sidewalk Extension project within the City of Madison; and

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

WHEREAS, Consultant is an experienced 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 the 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: Perform topographic survey of the area along Eastview Road beginning 100 feet west of McAdoo Drive and running easterly to Metaire Lane; prepare preliminary design, final design, and construction plans for the sidewalk, to be administered according to Consultant's proposal dated November 7, 2025 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. 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

- D. 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.
- E. 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.
- F. 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. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

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 **fifty-seven thousand one hundred dollars (\$57,100)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed 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. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services 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.

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled for reasons other than the non-payment of premium by the insurer until thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant's insurance affording additional insured coverage as required herein shall provide primary coverage as relates to other insurance carried by the City.

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:

*City of Madison
Engineering Department
100 Hughes Road
Madison, AL 35758*

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

All notices to Consultant shall be addressed to:

*TTL, Inc.
Charles R. Olgee, P.E.
101 Quality Circle NW, Suite 130
Huntsville, AL 35806*

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

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. 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.
- F. 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.

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

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

96

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 December 2025.

Notary Public

CONSULTANT

Charles R. Olgee, P.E.
Senior Engineer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Charles R. Olgee**, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this the ____ day of December 2025.

Notary Public



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

November 7, 2025

City of Madison
100 Hughes Road
Madison, Alabama 35758

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

RE: **Proposal for Engineering Design Services**
Eastview Drive Sidewalk Extension – McAdoo Drive to Metaire Lane
Madison, Madison County, Alabama
TTL Proposal Number: 250503200.00

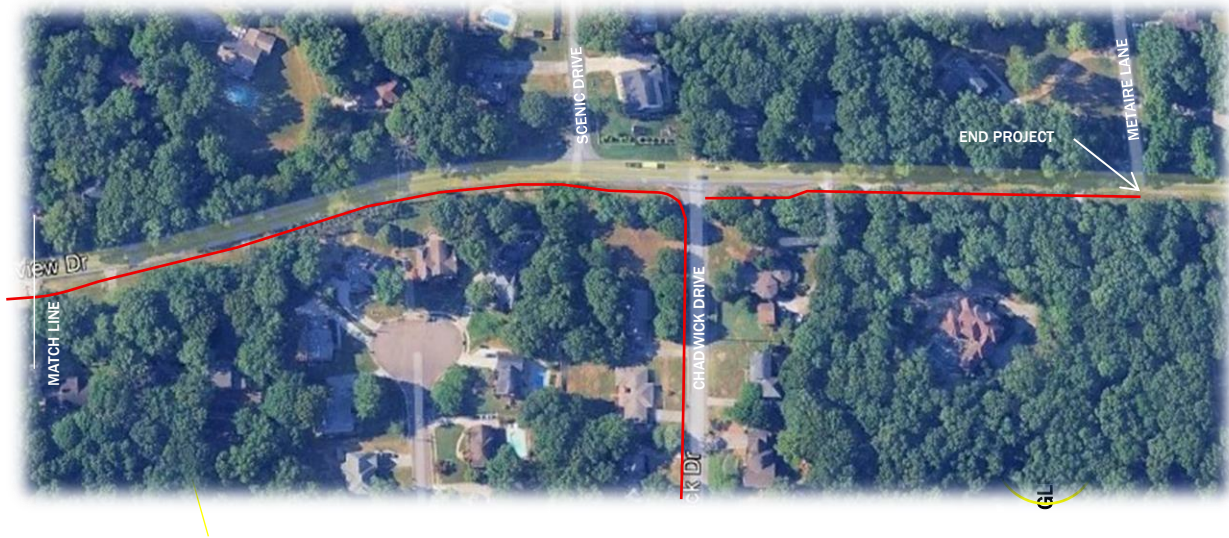
Dear Ms. Dunson:

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

PROJECT INFORMATION

Project information was provided by Michelle Dunson with the City of Madison (City) during a phone conversation with Brian Wysock with TTL on October 21, 2025, and a follow-up conversation on November 4, 2025. TTL understands that the City is exploring the possibility of installing a sidewalk on the south side of Eastview Drive beginning at the terminus of the existing sidewalk at McAdoo Drive and extending east to Metaire Lane. We also understand that the City plans to extend the existing sidewalk on Chadwick Lane to tie-into the planned sidewalk on the south side of Eastview Drive. The following figures illustrate the approximate location of the project.





The City has requested TTL's assistance in preparing preliminary designs for the Eastview Drive and Chadwick Lane sidewalk segments including anticipated alignments, opinion of probable costs, evaluation of potential project constraints, and a proposed phasing plan should the City choose to complete the project in multiple stages.

SCOPE OF SERVICES

Topographic Survey

TTL will perform a topographic survey of the area along Eastview Drive beginning 100 feet west of McAdoo Drive and running easterly to Metaire Lane with recorded data, in sufficient density, to develop a DTM (Digital Terrain Model).

The topographic survey will include the following:

- Adjacent property lines, property corners (if found) and rights-of-way along Eastwood Drive, Mabry Drive, and Chadwick Drive
- Recorded plats and/or easements if found during our research of the project area
- Location, dimensions, and material (as appropriate) of physical improvements within the project limits including concrete, pavement, driveways, utilities, drainage structures, pipes, walls, fences, signs, and buildings.

Ground elevations are to be obtained on a 50-foot interval grid. Additional ground elevations will be located when determined necessary.

Aboveground painted/marked underground utilities will be located from field observations. If available, City, County or private as-builts and GIS (Geographic Information System) data may also be used to help determine the location of utilities within the project limits. The Horizontal and Vertical Control and Map of Topographic survey will be provided in Site Grid coordinates (if provided) and NAD Alabama 83 East State Plane coordinates.

All surveying services will be provided to the Minimum Standard Detail Requirements listed in the Standards of Practice for Surveying in the State of Alabama.

Preliminary Engineering Design Services

TTL will prepare preliminary design plans including the following:

- Preliminary geometric design of the sidewalk on the south side of Eastview Drive from McAdoo Drive extending east to Metaire Lane
- Preliminary geometric design of a sidewalk segment on Chadwick Drive connecting the existing sidewalk to the planned sidewalk on the south side of Eastview Drive
- Preliminary geometric design of sidewalk to curb ramps for the intersection of Chadwick Drive Eastview Drive
- Preliminary geometric design of sidewalk to curb ramps for the intersection of Mabry Drive Eastview Drive
- Preliminary Stormwater drainage design
- Evaluation of utility conflicts and possible relocations

Initially we will develop a conceptual alignment based on the available right-of-way, topography, existing utilities, and drainage features. We will meet with City personnel to review the conceptual alignment and discuss potential project constraints such as the need for additional right-of-way, relocation of existing utilities or physical improvements.

We will incorporate comments from the conceptual design review and prepare preliminary designs for the sidewalk segments. We will also prepare an opinion of probable construction costs for the project. We will meet with City personnel to discuss the sidewalk design, probable construction costs, potential project constraints, and preliminary recommendations for project phasing.

Following the City's selection of the anticipated construction phases, TTL will prepare a project phasing diagram and updated opinion of probable construction costs for each phase. Deliverables include a digital copy (PDF) and full-size (22" x 34") hard copies of the preliminary drawings and associated opinion of probable costs for each phase.

We understand that the City will review the preliminary plans and opinion of probable cost and choose which phase(s) to move forward with detailed design and preparation of construction documents. TTL will prepare a supplemental proposal(s) for final design services of selected project phases as requested by the City.

ALDOT Standard Specifications for Highway Construction will be used for the roadway elements.

EXCLUSIONS

Please note this proposal does not include any of the following services. If these services are required at a later point in the project, a proposal for these services can be provided:

- Detailed design and preparation of construction documents
- Structural design (retaining walls or bridge structures)
- Geotechnical exploration or design
- Environmental studies
- Detailed traffic studies
- Utility potholing.

Services not specifically listed as a part of this scope of services can be performed on an hourly basis or under a separate proposal and contract as requested.

SCHEDULE

Based on our understanding of the project, we can begin fieldwork within one week of issuance of a formal authorization to proceed. We expect the topographic survey to take approximately three weeks to complete. Our conceptual design can be completed within about four weeks following completion of the field survey. Preliminary design and opinions of probable construction costs can be completed within three to four weeks following receipt of conceptual design comments. Project phasing documents and associated opinions of probable construction costs will be completed within four weeks following the City’s selection of the anticipated construction phases,

COMPENSATION

We propose to perform the Scope of Services outlined in this proposal for the following lump sum fees:

Topographic Survey	\$26,900
Preliminary Sidewalk Design	\$30,200
<hr/>	
TOTAL	\$57,100

Should field or other conditions beyond TTL’s control result in actual costs potentially exceeding the proposed fee, such overages will not be incurred by TTL without prior approval by the City of Madison. The scope of services outlined in this proposal is limited to the services as described herein.

AUTHORIZATION

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

CLOSING


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

Sincerely,

TTL, Inc.



Eric Bridwell
Senior Designer



Charles R. Olgee, P.E.
Senior Engineer

Attachment: TTL Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 250503200.00

PROJECT NAME: Eastview Drive Sidewalk Extension

This Agreement made and entered into on November 7, 2025 by and between **TTL, Inc., hereinafter called "Consultant"** and **City Of Madison hereinafter called "Client"** is for the services described under this Agreement.

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

1. **SCOPE OF SERVICES:** Consultant's services are described in the Scope of Services (Services) section of the Proposal, which is attached to and made a part of this Agreement. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence, unless specifically addressed in Consultant's proposal. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **ACCEPTANCE:** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and both parties agree that this Agreement takes precedence over any additional or conflicting terms provided in other documents. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **CHANGE ORDERS:** Client may request changes to the Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Similarly, if project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee. Following Client's review and concurrence with the change order request, Client shall provide written acceptance.
4. **COMPENSATION:** Client shall compensate Consultant for the Services performed at the fees stated in the Proposal. Fee schedules provided shall be valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
For some projects and, prior to provision of services, the Consultant may require the Client to make an initial retainer payment. As it pertains to this Agreement, Client is requested to deposit a retainer of \$ N/A with the Consultant. The retainer amount shall be credited upon completion of the services on the final invoice.
5. **THIRD PARTY RELIANCE:** This Agreement and the Services provided are for Consultant's and Client's sole benefit and exclusive use with no third-party beneficiaries made or intended. Reliance upon Consultant's work product Services is limited to Client. Permission to rely on Consultant's work product is not granted to third parties. **For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client; however, Client understands that such reports will be issued strictly for informational purposes only and not for reliance. Reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.** Client also acknowledges that such third-party disclosures for reliance could create a conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest against Consultant, Consultant's employees or sub-consultants or subcontractors regarding any disclosure to a third party for informational or reliance purposes. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
6. **LIMITATION OF LIABILITY:** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, TORT, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.



PROFESSIONAL SERVICES AGREEMENT

- 7. INDEMNIFICATION:** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project. Indemnification shall include but not be limited to failure to adequately implement and maintain effective best management practices for erosion and sediment control by Client, contractors, subcontractors, or others whether or not Consultant provides services related to such activities.
- 8. STANDARD OF CARE (WARRANTY):** The standard of care for all professional engineering, surveying, testing and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing with the same education and experience, under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished. Subject to the foregoing standard of care, the Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to manufacturers, suppliers, and publishers of technical standards.
- 9. INSURANCE:** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence / \$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily Injury and Property Damage combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
- 11. OPINIONS OF COST:** Consultant's opinions (if any) of probable construction costs are made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant's opinion of probable construction costs is not and shall not be considered a guaranteed estimate or exact price for construction of the Project. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 12. SUBSURFACE EXPLORATION:** Subsurface conditions throughout the site may vary from those depicted on logs of discrete exploratory borings, test pits, or other subsurface exploratory services. Client understands Consultant's layout of exploratory boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services and Client assumes responsibility for site restoration.
- 13. TESTING AND OBSERVATIONS:** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to failure to request or schedule services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or Client's contractor's adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from Client's contractor's responsibility for defects discovered in Client's contractor's work, or create a warranty or guarantee from Consultant of any nature. Consultant will not supervise or direct the work performed by Client's contractor or Client's contractor's subcontractors at any tier and Consultant explicitly is not responsible for their means and methods.
- 14. SAMPLE DISPOSITION:** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, biohazard, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Scope of Services submitted by Consultant, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and all reasonable disposal costs. In no event shall



PROFESSIONAL SERVICES AGREEMENT

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

- 15. UNFORESEEN CIRCUMSTANCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgment where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: (a.) Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgment; (b.) Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; (c.) Terminate the services effective on the date specified by Consultant in writing; (d.) Disclose information to regulators or government authorities when required by statute or professional canons of ethics.
- 16. UTILITIES:** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to (or claims arising out of damage to) subterranean structures or utilities that are not called to Consultant's attention or are not correctly marked, including being marked by a utility location service, or are incorrectly shown on the plans furnished to Consultant.
- 17. GROUND PENETRATING RADAR:** If TTL's Services include providing ground penetrating radar (GPR) services to Client, Client acknowledges and agrees that there are inherent limitations associated with use of the GPR equipment. In using GPR data, Client will be solely responsible for making any determinations to drill, excavate, or perform any other destructive processes and Client will indemnify and hold TTL harmless from liability associated with such determinations. Client further acknowledges that (a) unless otherwise indicated in the accompanying TTL proposal, any maps or drawings provided in connection with the Services are not survey quality; (b) TTL only reports GPR-retrieved data and, unless specifically stated as additional Services under the associated proposal, TTL does not include any investigation, analysis, or interpretation of soil composition, soil conditions, or geophysical, geological, engineering, or land surveying information; and (c) TTL makes no warranty or representation that use of the GPR equipment will locate all subsurface structures/obstacles.
- 18. SITE ACCESS AND SAFETY:** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary for Consultant to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors and subcontractors, or other parties present at the site.
- 19. OWNERSHIP OF DOCUMENTS:** All documents, including plans, drawings, specifications, reports, logs, data, calculations, and surveys prepared by the Consultant are instruments of service and shall remain the property of the Consultant. Such documents may not be used by CLIENT for any other endeavor without express written consent from TTL. Any unauthorized re-use is at Client's or the recipients' sole and exclusive risk and is without liability to TTL. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. If Consultant's work product includes delivery of a design model or survey data file via electronic media, Consultant makes no warranty or representation to Client that the electronic copy is accurate or complete and Client shall be required to sign a separate Electronic Document Release Form evidencing this understanding. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.
- 20. WAIVER:** Any failure by Consultant to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and Consultant may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 21. DISPUTE RESOLUTION:** In the unlikely event a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. Client shall not be entitled to assert a claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, surveyor, or geologist licensed in the jurisdiction in which the work in question was performed indicating that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator shall be shared equally by the parties with proceedings to be held in Tuscaloosa, Alabama. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.
- 22. GOVERNING LAW:** Client and Consultant agree this Agreement and any legal actions related to its validity, interpretation and performance shall be governed by and according to laws of the state of Alabama.



PROFESSIONAL SERVICES AGREEMENT

- 23. SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.
- 24. TERMINATION:** This Agreement may be terminated at any time by either party by written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated by either party, regardless of reason, Client shall pay TTL compensation for work satisfactorily completed up to date of termination for said work and for reasonable termination expenses incurred as the result of termination. This Agreement shall remain in effect until completion of proposed scope of services unless terminated as provided herein, or extended by mutual agreement in writing.
- 25. SEVERABILITY:** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed to be omitted and the remainder of this Agreement shall remain in full force and effect.

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

CLIENT

ENTITY NAME: _____

CONTACT NAME: _____

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

OFFICE PHONE: _____

CELL PHONE: _____

EMAIL: _____

SIGNED: _____

DATE: _____

CONSULTANT

ENTITY NAME: TTL, Inc.

CONTACT NAME: Charles R. Oligee

TITLE: Principal Engineer

ADDRESS: 101 Quality Circle NW, Suite 130

CITY, STATE, ZIP: Huntsville, AL 35806

OFFICE PHONE: _____

CELL PHONE: 256-682-5544

EMAIL: charles.oligee@ttlusa.com

SIGNED: _____

DATE: _____

RESOLUTION NO. 2025-399-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACTOR AGREEMENT WITH WIREGRASS CONSTRUCTION
COMPANY, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Contractor Agreement with Wiregrass Construction Company, Inc., for additional inlet concrete work on the Pumphouse Road Drainage project, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Wiregrass Construction Company, Inc. in a total amount not to exceed seven thousand six hundred ninety-eight dollars and ninety-six cents (\$7,698.96) to be paid from Fund 38.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of December 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner,” and Wiregrass Construction Company, Inc., hereinafter referred to as the “Contractor.”

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to construct and install inlet concrete work to include concrete curbing and concrete apron extensions as specified in Contractor’s proposal, Exhibit A (the “Work”), in accordance with Owner’s plans, specifications, and directions. Exhibit A, which is Contractor’s proposal dated November 21, 2025, is attached to this Agreement and incorporated into it by reference.

2. Compensation: For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed seven thousand six hundred ninety-eight dollars and ninety-six cents (\$7,698.96), Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

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

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

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

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

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

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

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

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

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

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

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

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

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

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

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

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

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

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

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

17. Waiver: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

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

19. Conflicts: In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

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

21. Notices:

All notices to the City shall be addressed as follows:

Engineering Department

Attn: Director

100 Hughes Road

Madison, Alabama 35758

With a copy to:

City of Madison Legal Department

Attn: City Attorney

100 Hughes Road

Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:

Wiregrass Construction Company, Inc.

4835 University Sq., Suite 10

Huntsville, AL 35816

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of December 2025.

Notary Public

Wiregrass Construction Company, Inc.
CONTRACTOR

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of December 2025.

Notary Public

Keene Booster CO #11



Wiregrass Construction Company, Inc

4835 University Sq Suite 10

Huntsville, AL 35816

Phone: 256-836-0924

Quote To: City of Madison
Contact: Michelle Dunson
Phone: 256-774-4435
Email: michelle.dunson@madisonal.gov

Job Name: Keene Booster CO
Bid #:
Proposal Date: 11/21/25
Estimator:
Cell #:
Email:

Quote is good for 30 days.

ITEM	DESCRIPTION				
1	Concrete Curbs (Structures #5,#8,#11)				
2	Concrete Apron Extensions (Structures #4, #14)				
GRAND TOTAL					\$7,698.96

NOTES:

Exclusions:

- Permits, fees, aid to construction, allowances and bond
- Prime
- Engineering or layout
- Striping & signage
- Traffic control materials
- Subgrade prep
- Base stone installation or fine grading of base stone
- Sawcutting
- Testing
- Removal & Replacement of Unsuitable Soils
- Rock Excavation (Trench or Mass)
- Stone under building or Concrete
- Seeding, Mulching, Sod, Landscaping
- Relocation or removal of existing utilities
- New Utilities
- Footing Excavations or Spoils haul for other contractors
- Fencing
- Roof Drains or Connections
- Retaining Walls
- Backfill of Walls

NOTES:

- This proposal shall be made part of the contract and given precedence over the plans, specs and other contract clauses.
- No Safety orientation, safety meetings, safety paperwork, or Drug Testing is included outside what is required by Wiregrass Construction Company, Inc. safety program and employment policy.

- Control is to be provided by Client.
- Drainage of paved areas will not be guaranteed where design slope is less than 1%.
- Subgrade elevations are to be within +/- 0.1' without need for additional borrow or waste before Wiregrass will mobilize to the site.
- Any and all items not listed in the bid items above are excluded.
- Stone base under curb & gutter to be placed in conjunction with base under asphalt pavement.
- Not responsible for re-grading of site due to construction operations of other contractors after WCC has graded site.
- Not responsible for repairing base, pavement, curbs, sidewalk, handicap ramps, subgrade, or erosion control measures due to damage caused by other contractors
- Aggregates are quoted as meeting ALDOT Specifications unless otherwise noted.
- Base stone to be compacted and within +/- 0.5 inch of proposed grade before Wiregrass will mobilize to the site.
- It is the responsibility of the Client to locate and notify WCC of any and all underground utilities prior to milling. If damage occurs, the cost of this repair to the utility and/or WCC equipment will be the responsibility of the Client.
- Price includes one mobilization(s). Additional mobilizations will be \$3000 per move-in.
- Proposal is based on +/- 0.5 inch tolerance for aggregate base course and +/- 0.25 inch tolerance per asphalt layer.
- Pricing is firm through Month/Year provided that award is made within 30 days.
- Proposal is Lump Sum/Unit Price. If items are taken out of the scope, Wiregrass reserves the right to re price.
- Proposal is contingent upon acceptance of the terms of the contract.

Proposal submitted by:

Name/Title

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance. Our workers are fully covered by Workman's Comp. insurance. All jobs must be started in a timely manner. Any delays will constitute a re-pricing and agreement of new price before commencement.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should the undersigned fail to pay this indebtedness, or any part thereof, when due, the entire unpaid balance shall become due and payable; in which the undersigned agrees to pay all costs of collecting, including a reasonable attorney's fee, plus a finance charge of 1.5% per month (18% per year from the due date).

ACCEPTED BY:

Print _____

Signature _____

Date _____

ORDINANCE NO. 2025-387

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

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Policy 12: Compensation and Benefits, on March 10, 2025, by Ordinance No. 2025-051; and

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

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

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

- Policy 12 – A new pay scale is being proposed for sworn police officers, supplemental pay will be added to the base pay affecting the hourly and overtime rate of employees; Dispatchers assigned to 12-hour shifts will follow the same differential pay rate plan as sworn officers working 12-hour shifts, and on-call pay will convert from \$20.00 a day to one hour of straight time.

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

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

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

BE IT FURTHER ORDAINED that the City of Madison Police Department Professional Development Program guidelines, which are attached to this Ordinance, are hereby adopted in order to carry out the intent expressed in revised Policy Section 12.

READ, PASSED, and ADOPTED this ____ day of _____ 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____ 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

POLICY: COMPENSATION AND BENEFITS

Policy Section No. 12

Date Issued September 9, 2002

Last Revision: December 8, 2025

SECTION 12 – COMPENSATION AND BENEFITS			
Section	Topic and Subsections	Subtopic	Pages
12.1	COMPENSATION		2 – 23
	□ 12.1.1	General Provisions	2 – 8
		□ Policy Statement	2
		□ Job Descriptions	2
		□ Exempt and Non-Exempt Job Classifications	2 - 4
		□ Pay Compliance Inquiries (FLSA)	4
		□ Classification Plan	4 - 5
		□ Pay Plans	5
		□ Annual COLA	5 - 6
		□ Reassignments	6
		□ Working Out of Classification	6 - 7
		□ Anniversary Dates	8
	□ 12.1.2	Classified Sworn Officers—Pay Plan Guidelines	9 - 10
	□ 12.1.3	Certified Firefighters – Pay Plan Guidelines	11 - 12
	□ 12.1.4	General Classification – Pay Plan Guidelines	13 - 14
	□ 12.1.5	Department Heads – Pay Plan Guidelines	15
	□ 12.1.6	Temporary Employees –Pay Plan Guidelines	16
12.2	PAY ADMINISTRATION	□ Pay Period	17
		□ Time Sheets and Records	17
		□ Overtime and Compensatory Rates	17 - 18
		□ Approval for Overtime and Compensatory Time	18
		□ Compensatory Time Off	18 - 19
		□ Paramedic Differential Pay	19
		□ Fire Officer Administrative Differential	19
		□ Police Shift Pay Differential	19 - 20
		□ Sworn Police Officer Specialized Unit and Assignment Pay Differentials	20 - 21
		□ On-Call Duty and Call-Out	22 - 23
12.3	BENEFITS	□ Group Insurance	24
		□ Group Insurance Changes	24
		□ Documentation Requirements	24
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POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

*Last Revision: December 8, 2025***12.1 COMPENSATION****12.1.1 GENERAL PROVISIONS**

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

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

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

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

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

**Exempt and
Non-Exempt Job
Classifications.**

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

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

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

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

Exempt Employees.

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

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

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

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

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

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

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

**Hourly
(Non-Exempt)
Employees.**

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

**Pay Compliance
Inquiries. (FLSA)**

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

**Classification
Plan.**

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

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

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

Last Revision: December 8, 2025

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

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

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

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

Pay Plans.

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

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

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

Annual COLA.

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

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

Last Revision: December 8, 2025

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

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

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

**Reassignments
(Non-Promotion).**

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

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

**Acting Pay/
Working Out of
Classification**

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

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

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

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

The following are provisions for temporary appointments and compensation:

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

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

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Anniversary**Dates.**

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

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

12.1.2 CLASSIFIED SWORN OFFICERS PAY PLAN GUIDELINES

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

Grades, Purpose.	The grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions assigned to the Plan. The Pay Plan, as established, includes a 14 percent differential between non-exempt ranks, 25 percent when initially moving to an exempt rank, then 14 percent difference beyond.								
Steps, Purpose.	The steps of the Pay Plan shall be used for granting pay or salary increases to employees based on PERFORMANCE, after completion of continuous years of service, and in line with the established Professional Development Plan, as approved by City Council. The Pay Plan, as established, provides for a two and one half percent (2.5%) differential between each step. An employee will not be able to receive step increases beyond the highest step on the Pay Plan.								
New Patrol Officer Employees.	<p>New Patrol Officer employees will generally be hired at the pay or salary at the first step for the grade.</p> <p>If a terminated employee is re-employed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, “Anniversary Dates.”</p> <p>New employees with three (3) or more years of continuous full-time Alabama Peace Officers’ Standards and Training Commission (APOSTC) certified law enforcement employment shall be hired above the minimum rate. New employees from another state must have three (3) or more years of continuous full-time certified law enforcement employment with a current Peace Officers Standards and Training certificate from another state to be hired above the minimum rate, as long as they meet the following criteria: 1) their certification must be in good standing 2) they must comply with APOSTC Administrative Code; and 3) they must have had less than two (2) years break in serve at the time of hire with the City.</p> <table><tr><td colspan="2"><u>Full Years of APOSTC Certified Experience Hiring Step</u></td></tr><tr><td>3 Years, But Less Than 5</td><td>1 Additional Step</td></tr><tr><td>5 Years, But Less Than 7</td><td>2 Additional Steps</td></tr><tr><td>More than 7 Years</td><td>3 Additional Steps</td></tr></table>	<u>Full Years of APOSTC Certified Experience Hiring Step</u>		3 Years, But Less Than 5	1 Additional Step	5 Years, But Less Than 7	2 Additional Steps	More than 7 Years	3 Additional Steps
<u>Full Years of APOSTC Certified Experience Hiring Step</u>									
3 Years, But Less Than 5	1 Additional Step								
5 Years, But Less Than 7	2 Additional Steps								
More than 7 Years	3 Additional Steps								
Other Sworn									

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APOST Officers Other new APOST certified employees (other than Patrol Officers) will generally be hired at the pay or salary designated as Step 1 for the grade of

the position for which they are hired. If a terminated employee is reemployed to the position, he/she left within 30 days, he/she will not be considered a new employee, See Section 12.1.1, "Anniversary Dates."

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

**Performance
Increase
Procedures.**

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

**Merit
Increases.**

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

**Promoted
Employees.**

The pay for promoted sworn officers with the ranks of Police Recruit, Police Officer I, Police Officer II, and Master Police Officer will be increased based on the guidance of department, as established in their internal policies. Promotions of Sergeants and above will maintain their same step and move into the newly assigned pay grade.

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

Grades,**Purpose.**

The grades of the Pay Plan are used for adequately distinguishing differences among positions assigned to the Plan.

Steps,**Purpose.**

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

New Firefighter**Level Employees.**

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

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

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

**Other New
Employees**

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

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

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other employment experience that clearly justifies a higher initial pay or salary for the employee, using the standard justification form.

**Performance
Increase
Procedures.**

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

**Merit
Increases.**

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

**Promoted
Employees.**

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

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

**Grades,
Purpose.**

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

**Steps,
Purpose.**

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

New Employees.

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

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

**Performance
Increase
Procedures**

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

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

**Merit
Increases.**

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

**Promoted
Employees.**

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

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

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

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

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

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

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

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

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12.1.6 TEMPORARY EMPLOYEES PAY GUIDELINES

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

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

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and Payment.**

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

- (1) Notify Human Resources in the event the payment is less than expected, so it can be evaluated and resolved.
- (2) Notify Payroll if the payment was higher than expected. For any overpayment, the employee may be required to reimburse the City as soon as possible.

**Employee
Time Sheets
and Records.**

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

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

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

**Overtime and
Compensatory
Rates.**

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

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

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

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

**Approval for
Overtime and
Compensatory
Time Worked.**

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

**Compensatory
Time Off.**

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

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

**Paramedic
Differential Pay.**

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

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

**Fire Officer
Administrative
Differential.**

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

**Police Shift Pay
Differential.**

~~When funding is made available, differentials of 2.5% for second shift and 5% for third shift may be paid to non-exempt Dispatchers and Records Clerks assigned to work shifts other than daytime shifts.~~ A differential of 5% may be paid to non-exempt Police Officers and Dispatchers assigned to 12-hour night shift. This differential is applied to the established base rate of each eligible position. This differential shall apply to employees working an extended shift during their regular workweek. ~~Assignment to a shift other than the employee's regularly scheduled shift does entitle the employee to receive shift differential pay for the actual shifts worked. For~~

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~~example, assuming a Dispatcher normally works the afternoon shift five (5) days a week, and, if the Dispatcher works an extra day on the midnight shift, the extra eight (8) hour shift would be calculated at the differential rate for the midnight shift.~~

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

**Sworn Police Officer
Specialized Unit
Assignment
Pay Differentials**

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

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

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

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

Physical Abilities and Wellness Pay - Physical fitness is a critical component of effective law enforcement, as officers must be prepared to respond quickly and safely to a wide range of situations. Strong cardiovascular endurance, muscular strength, and agility help ensure that officers can carry out their duties without undue risk to themselves or the community. Maintaining fitness also reduces injuries, enhances mental resilience, and supports overall job performance. Because law enforcement work is physically demanding, MPD set standards to encourage officers to maintain a high level of readiness.

Eligible non-exempt police personnel may receive an additional \$200 per pay period—when funds are available—if they have passed an approved physical fitness test within the last 12 months. Tests must be taken every six months, and employees must have a passing result from at least one test within the previous 12 months. Test results must be submitted to the Human Resources Department. Officers must not be in a no-pay status to qualify. Pay adjustments will begin in the pay period after HR receives all required documentation. This incentive program highlights the importance of maintaining regular physical fitness while recognizing employees who meet departmental standards.

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**On-Call and
Stand-by
Duty
and Pay.**

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

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

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

**On-Call and
Stand-by Duty
Authorization.**

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

**Call-Out Duty
and Pay.**

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

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

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- (b) If the length of time the employee works in a twenty-four (24)-hour period is more than two (2) hours, the employee will be paid for all hours worked at the employee's regular rate of pay unless the time qualifies as overtime under FLSA.
- (c) If the employee is called out prior to the starting time of the regularly scheduled workday and continues working through the employee's starting time, the employee will be paid for all time worked and will not receive call-out pay.
- (d) If the employee continues working through the normally scheduled quitting time, the employee will be paid for all time worked and will not receive call-out pay.
- (e) There will be no compensation for travel to and from home and the initial worksite or facility, but employees who do not have a City vehicle may apply for mileage reimbursement.
- (f) On-call employees who are called out to work in any twenty-four (24)-hour period and receive call-out pay will not be paid the on-call pay provided in the On-Call Duty Section above for that period.
- (g) If an employee is required to return to work more than once in a 24-hour period, the employee will be paid **ONLY** for **ACTUAL TIME WORKED** on subsequent calls.

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

*Last Revision: December 8, 2025***12.3 BENEFITS**

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

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

Group Insurance Changes.

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

Documentation Requirements.

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

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

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

Date Issued September 9, 2002

*Last Revision: December 8, 2025***Deadline****Warnings.**

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

According to Local Gov for Local Government Health Insurance Program, it is up to the employee to provide timely required information.

IF Local Gov has requested information from the employee regarding their benefits, Local Gov will give a specified number of days to respond, otherwise, benefits may be denied for that benefit year.

For specific rules & timing requirements of adding dependents, please review the Health Benefit Plan Handbook. These are managed by Local Gov and the city cannot change or modify Local Gov's requirements.

Dependents (And Divorce).**judgement**

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

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

Optional**Insurance.**

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

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Date Issued September 9, 2002

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**Employee
Assistance
Program.**

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

**Workers'
Compensation.**

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

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Date Issued September 9, 2002

*Last Revision: December 8, 2025***12.3.1 TUITION REFUND PROGRAM**

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

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

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

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

Courses must meet one of the following criteria:

- 1) the course is directly related to some phase of the employee's present position; or
- 2) the course qualifies for credit toward an undergraduate or advanced degree, which would enhance the employee's chance for advancement to another position with the City.

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

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

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Date Issued September 9, 2002

Last Revision: December 8, 2025

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

Application and Approval.

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

Employee Reimbursement.

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

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

- 1) A statement from the school showing that the employee, while still employed with the City, successfully completed the course with a grade C or better for undergraduate courses, and a grade B or better for graduate or advanced courses.
- 2) Copies of the actual paid receipts/statements from the university and document(s) showing that the employee actually paid the full tuition amount on their own (i.e., credit card statements, debit card statements, cancelled checks and/or detailed statement from the school).

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

POLICY: COMPENSATION AND BENEFITS**Policy Section No. 12**

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Last Revision: December 8, 2025

Terms of

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

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

Degree

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

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Date Issued September 9, 2002

*Last Revision: December 8, 2025***12.3.2 RETIREMENT BENEFITS****Retirement Systems
of Alabama.**

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

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

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

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

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Date Issued September 9, 2002

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**Retiree
Major Medical
Insurance.**

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

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

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

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

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

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

**City Subsidized
Retiree Health
Insurance.**

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

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

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12.4 SAFETY PROGRAM

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

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

Employee Safety Manual. The City of Madison Employee Safety Committee maintains the Employee Safety Manual, which is presented to City Council for approval of changes.

Safety Fund. When the City of Madison receives a refund or a reinstatement credit from the Municipal Workers Compensation Fund due to the City's workers compensation experience, the City shall make up to 50% of the refund available for the purchase of work safety equipment, devices, materials, education and training to enhance workplace safety for City employees.

Specific purchases fitting the above criteria will be determined by the Safety Committee, based on a majority of the vote of the Safety Committee. Any remaining portion of said refund not allocated for the above purpose may be placed in the General Fund of the City of Madison.

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Safety Incentive. The City of Madison maintains a safety incentive program to be granted to employees of the City determined by the Safety Committee to exhibit exemplary work safety practices and records for the previous fiscal year. An employee shall be determined to have exhibited exemplary work safety practices and be qualified for such incentive if:

- 1) a) the employee has had no workplace injuries, nor workplace accidents, (during the fiscal year or filed during the fiscal year), including vehicular accidents in which there may or may not have been an injury, OR
 - b) the employee did have such an accident but was able to demonstrate to the Safety Committee that the employee was not at fault, and the accident was not preventable (If fault and prevention are unclear, the employee can still be denied the incentive.); AND
- 2) the employee signed the City of Madison Employee Safety Manual Agreement and has followed the Safety Rules in the manual, and has not performed any unsafe acts; AND
- 3) the employee is currently active at the time the incentive is granted and was employed by the City as a regular (non temporary) employee for the complete fiscal year.

Employees determined to be qualified to receive such incentive may receive four (4) hours of Administrative Leave per year to be managed by the Department Head. Employees shall take the Administrative Leave within one (1) year of notice from Human Resources. All four (4) hours shall be taken in one (1) day for each employee. If the employee is terminated before taking the leave or before the leave was granted, all leave will be forfeited. Any leave not taken within the time requirements will also be forfeited.

City of Madison Police Department

Professional Development Program



A Field Guide for Department Members

This program is designed to enhance the proficiency, performance, and professional status of members of the Madison Police Department.

This Field Guide is Prepared and Updated by the Madison Police Department

Under the Approval of the Chief of Police _____

A handwritten signature in black ink, appearing to read "J. J. [unclear]".

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INTRODUCTION

Purpose: (CALEA 33.8.3)

The Madison Police Department recognizes that its personnel are its greatest resource, and it is committed to providing opportunities for its personnel to achieve fulfillment through education, training, special assignments, and self-initiated activities that challenge the employee, accomplish the mission, and serve the community.

This program is designed and built to foster the initial development of core competencies, knowledge, skills, and abilities (KSAs) and the continued development of advanced competencies for all department personnel throughout their careers, and for officers to be recognized and celebrated for their efforts and accomplishments. The development of core competencies will establish a foundation for successful personal and professional growth and achievement. Continued career-spanning development will enable the employee to enhance his/her proficiency, performance, and professional status with the ultimate goal of accomplishing the Madison Police Department's mission, achieving its vision, and practicing its values.

Philosophy: The Madison Police Department is a learning organization. Knowledge is constantly sought and education never ends. The Madison Police Department and its personnel are dedicated to lifelong learning and the constant pursuit of excellence. Every employee is expected to adhere to a concept known as “the Ladder”: As one moves up the rung of the ladder in rank, knowledge, and/or position, that person is expected to reach down and pull the next person behind them up to the next rung. The MPD Professional Development Program serves to provide a roadmap for this philosophy and to reward sworn officers that take the initiative to better themselves and the Department as a whole.

Roles & Responsibilities and Administration of the Program

The following list is intended to clarify the roles and responsibilities of various officers of the department as they support individuals in navigating their way through this program. This list is not exhaustive; each individual officer bears the greatest responsibility for his/her own development, achievement, and advancement.

Chief of Police: The chief of police makes the final decision as to who advances to the next level. The chief may hear an officer's appeal of denial to the next level or entertain a supervisor's request for the officer's delay in advancement. All decisions of the chief of police are final.

Assistant Chief of Police: The Assistant Chief shall be responsible for administrative implementation of this program by ensuring that requirements for advancement are linked to the present and anticipated training needs of the department and that such training is in compliance with all applicable standards set forth in this administrative directive.

Special Operations Commander: The Special Operations Commander shall act as the program coordinator and will ensure all paperwork, training requirements, testing requirements and

collateral duty points are completed before referring the individual's request for advancement to the Assistant Chief.

Shift Career Counselor: All lieutenants to which the officers are assigned are responsible for supervising the implementation of this program. If the division has no lieutenant, the assigned division sergeant will be responsible for the officers or investigators administratively assigned to him/her.

Program Overview

The Professional Development Program focuses on non-supervisors. To advance within the program, there are certain requirements that the officer must successfully achieve before advancing to the next level. These include meeting the tenure requirement, receiving the appropriate evaluations, successful completion of all in-service and required additional training. In addition, officers seeking advancement will choose from additional requirements which include service in specialty/adjunct assignments, or the performance of collateral duties and/or the completions of formal education requirements. Prior or current military service may be utilized in lieu of some formal educational points. Finally, once the officer has achieved these requirements, he/she may advance to the next level. Once the officer advances the process begins again.

Command Endorsements

Officers requesting advancement must receive a positive endorsement from his or her Commanding Officer. The endorsement will include a review of each officer's file and a written summary of any disciplinary action.

The command's recommendation should be thoughtful, deliberate, individualized, and based on the officer's overall job performance and how well he or she meets the goals of the program.

Professional Development Levels

Professional Development Levels coincide with the City of Madison Step-based Pay Plan:

Police Officer Recruit- Entry-level Grade 10 Step 1

Police Officer (PO1) – One Step increase from previous step in Grade 10.

Police Officer II (PO2) -Two Step increase from previous Step in Grade 10.

Master Police Officer (MPO) – Increase to Grade 11.

PO2 will be recognized by the following silver insignia which may be worn on class A and B uniforms:

MPO will be recognized by the following silver insignia which may be worn on class A and B uniforms:

MPO and FTO will be recognized by the following silver insignia which may be worn on class A and B uniforms:



APPLICATION PROCESS

On a yearly basis, the commanding officer of Special Operations will send notifications to officers who are eligible by tenure for the current level of advancement within the coming year. The notifications will outline the requirements in addition to the tenure needed for advancement. Officers will receive a notification to allow time to study for the required test, complete any required training prior to a request for Career Progression, and verify acquisition of collateral duty points needed to advance. A request to take part in the PDP will be completed by each officer with a completed MPD 20 Form via chain of command to the Chief of Police.

To Advance:

- Officers must successfully complete all requirements in the PDP level to which they wish obtain prior to advancing to that level. Officers must spend a minimum of two years at the PO2 level even if they have the tenure to advance to MPO.
- All training/education requirements, any testing and collateral duty points must be acquired to advance for each level.
- It is the officers' responsibility to complete the required training and forward the certificates of completion to the Special Operations Commander with their MPD 20 Form.
- In addition, as the officer progresses through the PDP levels, he or she will be responsible for validating additional requirements for their advancement (i.e.: collateral duty points, specialty assignments, and/or college credits) and forwarding proof of completion to the Special Operations Commander.
- Validations can be accomplished via copy of college transcripts, a memo from a supervisor to validate the specialty assignment, and annotations in an annual performance appraisal.
- The Special Operations Commander will forward the MPD 20 Form to the employee with the Special Operations Commander endorsement and will notify the officers' chain of command. The officer will then route the form through their chain of command for a Command Recommendation/Endorsement.
- If the command does not receive notification from the Special Operations Commander, or if the MPD 20 form is not endorsed by the officer's division commander, clarification should be sought from the party whose endorsement is needed for advancement.

- Once the recommendation is provided by the command the MPD 20 should be forwarded to the Assistant Chief, who will review and forward to the Police Chief for final approval.
- Once approved or denied the original MPD 20 form shall be placed in the employee's personnel file for record retention.
- Applications for advancement will be evaluated in July of each year, with advancement, if authorized, to take place in October, depending on budget salary availability. If there is no room in the budget to accommodate the advancement during the fiscal year in which the process takes place, the candidate may have to wait until the beginning of the new fiscal year that begins the following October.
- Applications for advancement must be completed with all associated signatures and received at least 10 days before the review process.
- This process is started by the Special Operations Commander and will be forwarded to the officer to obtain the appropriate signatures up the chain in advance of the associated due date. Incomplete or ineligible applications will be evaluated and returned to the employee following the review.

Appeals Board

Any officer seeking an appeal of a decision recommending against advancement shall submit a notice of appeal, identify the grounds for their appeal, and be afforded the opportunity to appear at the Board. The appeal shall be submitted on an inter-office memorandum addressed to the Assistant Chief via chain of command.

The Appeals Board will be convened as needed and within 90 days of any notice of appeal. The Assistant Chief will schedule the Board, ensuring all relevant parties are available and that all necessary documentation is also available for review. The Board will evaluate the appeal, identify and recommend a resolution path forward.

The Appeals Board will consist of following:

- Special Operations commander
- One supervisor who is at least one rank above the appellant
- HR representative

Notification of the Appeal Board Results

The appellant's division commander shall notify the appellant of the Board's decision and resolution path within 30 days of the outcome.

Prior Service Credit

Lateral officers with approved prior service credit (two years prior service equating one year of service with the Madison Police Department), will be allowed to apply that time towards tenure requirements as they enter the Professional Development Program.

Reinstated officers who have a break in service as a result of a voluntary separation to seek other employment that lasts less than six (6) months will be awarded tenure credit for his or her prior service.

Re-employed officers who have a break in service as a result of a voluntary separation to seek other employment that lasts more than six (6) months will not be awarded tenure credit for his or her prior service

CAREER PROGRESSION

Career Paths

The Madison Police Department offers several opportunities for officers to gain specialized training and experience, and officers are primarily responsible for designing their specific career path within the overarching Professional Development Program. The design of a career path should be the product of consultation with the officer's supervisors, career counselors (lieutenant), any mentors and/or others. A career path is a framework that guides knowledge skills and abilities (KSA) development and the assumption of collateral duties. Declaring a career path is not a limiting factor but merely a method by which to organize one's efforts and better set career goals.

Levels

This program consists of two progressive levels designed to offer developmental opportunities for officers while recognizing their achievements throughout their careers. New officers enter into Police Officer I upon graduation from the academy and successful completion of field training or upon their hire date if hired on as a certified officer.

In addition to the requirements listed on the table below, officers must have achieved "meets expectations" or higher on the last two performance evaluations.

Training

The training component in this program is defined as elective training; that is, training that is not part of in-service, administered via PowerDMS, or mandated as a part of the officer's current assignment. For example, a patrol officer assigned to a Patrol may have a career goal of being assigned to the Traffic Unit, so the officer asks, is selected, and successfully completes basic, or more advanced, crash investigation school. This would be an example of elective training. However, if the officer is already a member of the Traffic Unit and is sent to basic, or more advanced, crash investigation school as a requirement of his assignment then that would be considered mandatory training and not elective.

At varying levels officers will be required to complete certain training that will enhance their KSAs. Supplemental training required for level advancement is specified on the Training Requirements located in Appendix I, below. Most of the required, and elective, training will be

offered via Virtual Academy, but other courses, sought out by officers, and approved by the Training Division, will be allowed to be substituted for mandatory or elective training credits.

Credit may be considered for courses that were already successfully completed by officers, that is above and beyond required by In-Service/Departmental training or training related to the officer's duties and responsibilities at the time the officer successfully completed it. Any training course previously attended for which the officer is attempting to obtain credit must be evaluated by the Commander of Special Operations and deemed to be a suitable replacement for required training listed in Appendix I.

The City of Madison Human Resources will also offer some courses both in a lecture and online interactive format that may be considered for elective training if approved. Officers are highly encouraged to review the required training, and required elective credits, with their assigned career counselor (lieutenant) and enroll, with that lieutenant's approval, in the training opportunities offered that will enhance their KSAs. Applicants will also be encouraged to seek courses beyond those that are required to continue their professional, and/or formal education. All courses must be sanctioned by the commanding officer of Special Operations or his designee.

In the event that a training course listed in a level as a requirement is no longer offered, Special Operations will publish a notice and list the replacement class(es) officers may substitute.

Specialty Units, Collateral Duty Points, Military Service and College Credits

As part of their professional development, officers will be expected to take on more responsibilities to develop more abilities and job skills. Officers will be able to choose the path best suited to them by opting to focus on advancing his or her formal education, serving in a specialty unit, and assuming and performing collateral duties. Officers shall review the options and decide with his or her career counselor the best way for them to complete the requirements at each level. For example, an officer may elect to complete the collateral duty points in order to progress to PO2 but choose to serve three years in a specialty assignment in order to progress later to MPO while completing new college credits towards a degree to further that progress. These options are described in more detail in the chart below.

A list of relevant collateral duties that may be applied to these requirements is included in Appendix II. It is important to note that in order to earn credit for a particular collateral duty, the officer will need to produce documentation (memo, evaluation, or the like) demonstrating that he or she actually performed the duty.

The definition of what constitutes a specialty assignment has been expanded to include any assignment beyond the standard patrol officer zone assignment (e.g., SRO, TSU, Investigations, SWAT, FTO, Crisis Negotiator, CLO, or K-9).

Field Observations

One component of progression is the officer's appropriate demonstration of competency through field observations of the supervisors in the representative work functions and responsibilities and

the performance standards enumerated in the job description. These observations should be documented in the overall performance summary of the officer's yearly performance feedback.

APPENDIX I

Training Requirements for Officers

At varying levels officers will be required to complete certain training courses in addition to the collateral duty, specialty assignment, and/or college credit point accrual requirements that will enhance their KSA's and further their commitment to lifelong learning. These courses must be completed in addition to any other department-mandated training, such as in-service.

Officers wishing to obtain PO2 and MPO must take the requisite hours of courses in Virtual Academy unless they have taken similar types of courses provided by another law enforcement agency, such as the FBI-LEEDA courses. Officers are highly encouraged to review the Virtual Academy and any course offered by Human Resources and to enroll in those courses, with the Training Division's approval. The opportunities offered are designed to enhance our officers' KSA's beyond those that are required. The selection of elective training should be aligned with the applicant's individual career goals or interests and discussed with the candidate's career counselor who will assist in tracking the completion of the requirements.

The Training Division is responsible for periodically auditing the following list of courses and ensuring they are reasonably available. If a course is either no longer offered or not offered with reasonable frequency, the Training Division will identify suitable substitutions, update the list, and notify the affected personnel.

All courses must be approved by the Commanding Officer of Special Operations or his designee.

Police Officer I (PO1)

There are no additional requirements for this level. Officers advance to Police Officer I upon graduation from the police academy and successful completion of all field training requirements.

Police Officer II (PO2)

A Police Officer II is an officer who has begun to learn his or her job and has gained valuable experience with which to share with less senior officers. A Police Officer II is in a position to operate as an informal leader among younger officers and act as a mentor to help develop those with lesser experience to better learn his or her role as a police officer. This fits with the Madison Police Department's core values of service to others and the constant pursuit of excellence. A Police Officer II will be expected to accept greater job responsibilities and to contribute more to the Police Department and the citizens of Madison. An officer must be at least a PO2 or above to serve as a Field Training Officer (FTO).

Training Requirements for PO2:

Officers seeking advancement to (PO2) must have completed the following **10 hours** of mandatory courses through **Virtual Academy**:

- Ethical Issues for Law Enforcement (3 hours)
- Courtroom Testimony (2 hours)
- Time Management (1 hour)
- Introduction to De-Escalation (1 hour)
- Report Writing (1 hour)
- Effective Communication for Law Enforcement (1 hour)
- Emotional Intelligence and Duty to Intervene (1 hour)

Officers seeking PO2 must collect an additional **6 hours** of elective courses offered below:

- Community Policing and Engagement (2 hours)
- Autism Response for Law Enforcement (2 hours)
- Interpersonal Communications (1 hour)
- Psychological Compliance and De-escalation (1 hour)
- Responding to a Death Scene for Patrol Officers (1 hour)
- The Resilience Mindset (1 hour)
- Basic Interview Techniques: Seeking the Truth (1 hour)
- Decision Making: The Foundation of Reasonable Force (1 hour)
- Mental Illness and Crisis: A Law Enforcement Response (1 hour)
- PTSD in Law Enforcement: Definitions, Misconceptions, and How to Recognize it (1 hour)

These training requirements will be waived for those officers who take, and successfully pass, an equal number of college credits towards a degree in Criminal Justice, Law, Forensics, or other law enforcement related degree-program. College credits must be obtained from a nationally accredited college or university, and all course work must be approved by the Commander of Special Operations or the Chief of Police or his designee.

Master Police Officer (MPO)

A master police officer (MPO) is a senior officer who will act as a leader in the absence of and/or until the arrival of a sergeant. An MPO may be asked to complete duty rosters and shift assignments and author patrol plans to address emerging crime or quality of life issues occurring within the city.

The first step towards MPO is to take the written examination on selected current MPD General Orders and Policies, Personnel Policies and Procedures of the City of Madison, and the City of Madison Safety Manual. A list of which policies to study will be provided at least 90 days prior to the announcement of the tests.

The second step towards MPO is to complete the following:

Note: These courses may only be taken while at the PO2 Level. Any courses taken as a PO1 WILL NOT count towards Master Police Officer.

Officers seeking advancement to MPO must have completed **all**:

- De-escalation for Law Enforcement (1 hour)
- Communications and Intrinsic Bias (1 hour)
- Mental Wellness and Suicide Prevention for Law Enforcement (2 hours)
- Public Assembly and Community Interaction (2 hours)
- Dog Encounters for Law Enforcement (2 hours)
- Blending Mission, Vision and Values (2 hours)

In addition – MPO candidates must complete the following online ICS Courses which can be accessed from the following website: <https://training.fema.gov/nims/>

- ICS 100
- ICS 200
- IS 100.C Introduction to the Incident Command System
- IS 200.C Basic Incident Command and Initial Response
- IS 241.C Decision Making and Problem Solving
- IS 907 Active Shooter: What Can You Do?

APPENDIX II

COLLATERAL DUTY POINT MATRIX

Collateral Duty	Point Value
APOSTC Certified Instructor	2
Armorer Certification	1
CIT Officer Certification	3
Committee Membership [minimum of one year's participation or completion of the committee's mission, whichever comes first]	1
Community Liaison Officer	2
Community Mental Health Officer	2
Crisis Negotiator Certification	2
Defensive Tactics/Less Lethal Instructor	2
Designated Marksman	1
Education – one-time accrual for having completed an associate's degree prior to employment with the MPD	3
Education – one-time accrual for having completed a bachelor's degree prior to employment with the MPD	4
Education – one-time accrual for having completed a master's degree prior to employment with the MPD	5
Emergency Vehicle Driving Instructor	1
Firearms Instructor	1
Foreign Language Proficiency	2
Field Training Officer	4
Honor Guard Member	2
Investigative Division Detective or Crime Scene Detective	3
K9 Firearms Air-Scent Detection Handler	3
K9 Trainer	4
K9 Handler	3
Military – one-time accrual for veteran status	2
Military – one-time accrual for reservist status	2
Mountain Bicyclist (Must be LEEBA or IPMBA Certified)	1
Mountain Bicycle Instructor (Must be LEEBA or IPMBA Certified)	2
Peer Support Officer	1
Rape Aggression Defense (RAD) Instructor	2
Recruiting Team Member	1
School Resource Officer	2
SWAT Team Member	3
Temporary Assignments (minimum of 90 Days)	2 points each
Traffic Unit Officer	2
Unmanned Aerial Vehicle w/107 Certification Operator	2

Those seeking PO2 must obtain at least **Four (4)** collateral Duty Points through any combination from the list below.

Those seeking MPO must obtain at least **Seven (7)** collateral Duty Points through any combination from the list below. Collateral duty points earned to obtain PO2 may be used towards collateral duty points for MPO.

While this list is comprehensive, it is not exhaustive. Collateral duty points can be accrued for any other duty or activity submitted by the officer and endorsed by the officer's command and the commanding officer of Special Operations and approved by the Chief of Police.

APPENDIX III

DISCIPLINARY ACTION

The officer's Commanding Officer shall consider discipline that remains on file based within the city's discipline policy or unsatisfactory job performance when choosing whether to endorse an application. For the purposes of this policy statement, unsatisfactory performance is defined as an indication that the employee has not met performance standards of the job as addressed through a performance improvement plan, an interim or an annual performance evaluation, or other documented disciplinary action or unsatisfactory performance. The officer's Commanding Officer will make a recommendation to the Assistant Police Chief regarding whether the discipline or unsatisfactory performance should prevent or delay the employee from progressing in the professional development program. The final decision will be made by the Police Chief or his designee.

APPENDIX IV

FORMAL EDUCATION

The goal of the Professional Development Program in terms of education is to develop well educated police officers at all ranks. Continuing education is strongly encouraged for all officers of the organization, and a general education may be just as valuable as a job-specific curriculum (i.e., Criminal Justice degree). It is the position of the department that the institutions of higher learning are the most capable of establishing educational standards, and the department will recognize course work leading to any bona fide degree program, certificate, or professional development. College credits must be from an educational institution accredited by an accrediting agency or state agency nationally recognized by the Secretary of Education or the Council on Higher Education Accreditation, or a foreign university recognized by that country's corresponding accrediting authority. It is the officer's responsibility to ensure his/her educational records are accurate and on file with Human Resources.

MPD Form 20

Request for Career Progression**To: J.L. Gandy, Police Chief (via Chain of Command)****From (officer):** Click or tap here to enter text.I hereby request *Career Progression* from Choose an item. to Choose an item. .

I have fulfilled the requirements outlined in the Professional Development Program, and I am eligible for this position as of (date): Click or tap to enter a date.

Officer Signature: _____

Date: _____

PDP CoordinatorOfficer Click or tap here to enter text. is eligible for *Career Progression* to Choose an item. and the above information regarding the qualifications has been verified.

Signature: _____

Date: _____

Command Notified by PDP Coordinator: Click or tap here to enter text.

Date: _____

Command RecommendationI have reviewed the personnel files of Officer Click or tap here to enter text. as to work history, disciplinary action, and performance evaluations. *If there has been disciplinary action within the last 18-months of the application date, an explanation should be attached.***Comments:**Approved ☐ Disapproved ☐ (check one)

Name (print): _____

Signature: _____

Date: _____

Disciplinary Action Within 18-months?Yes ☐ No ☐ (check one)

Name (print): _____

Signature: _____

Date: _____

Assistant Chief Recommendation/Comments:Approved ☐ Disapproved ☐ (check one)

Name (print): _____

Signature: _____

Date: _____

Chief Recommendation/Comments:Approved ☐ Disapproved ☐ (check one)

Name (print): _____

Signature: _____

Date: _____

Once all signatures are obtained, please return the original form to the Training Division/PDP Coordinator

RESOLUTION NO. 2025-406-R**A RESOLUTION AUTHORIZING LEGAL ACTION AGAINST THE ALABAMA DEPARTMENT OF REVENUE TO CHALLENGE THE ADMINISTRATION OF THE SIMPLIFIED SELLERS USE TAX**

WHEREAS, the State of Alabama enacted the Simplified Sellers Use Tax (SSUT) program in 2016 to allow remote sellers to collect and remit, on a voluntary basis, a flat-rate use tax on sales to Alabama customers, at a time when federal law prohibited the State from requiring remote sellers to collect and remit such taxes; and

WHEREAS, despite the fact that federal law was changed in 2018 to subject remote sellers to mandatory State and local sales tax collection, Alabama law nevertheless has continued to allow remote sellers to choose to participate in the SSUT program and thereby to avoid collection of traditional State and local sales tax; and

WHEREAS, SSUT's distribution formula results in significant tax revenue being diverted away from the local governments and school systems in the communities where the taxable sales occur; and

WHEREAS, SSUT's distribution of revenue disproportionately harms local governments, including the City of Madison, as well as local school systems, which depend on local sales tax collections to provide public safety resources, to fund infrastructure, and to support public education; and

WHEREAS, the City of Tuscaloosa, the Tuscaloosa City School System, and the City of Mountain Brook, among others, have filed suit against the Commissioner of the Alabama Department of Revenue seeking to compel compliance with Alabama law; and

WHEREAS, the outcome of this litigation will have significant statewide implications for all Alabama local governments and school systems, and for their ability to adequately fund local services from revenue generated within their own communities; and

WHEREAS, it is in the best interest of all Alabamians and the citizens of the City of Madison to ensure that tax policy is fair, transparent, and preserves the principle that local tax dollars should remain in the communities where they are earned.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that it hereby expresses its full support for the City of Tuscaloosa, the Tuscaloosa City School System, and the City of Mountain Brook in their litigation against the Commissioner of the Alabama Department of Revenue regarding the Simplified Sellers Use Tax; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON that the Office of the City Attorney is hereby authorized and directed to make all necessary filings for the City of Madison to join the legal action against the Alabama Department of Revenue, the Commissioner of the Alabama Department of Revenue, the State of Alabama, and any other necessary parties in relation to the collection and distribution of the Alabama Simplified Sellers Use Tax (SSUT), to make all necessary filings in connection with the litigation, and to retain outside counsel as necessary to assist with the City's participation in the lawsuit.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-378

AN ORDINANCE FOR THE VACATION OF A PUBLIC UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 170 RAINBOW GLEN CIRCLE, LOT 36 OF RAINBOW LANDING PHASE 5

BE IT HEREBY FOUND AND ORDAINED by the City Council of the City of Madison, Alabama, as follows:

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Michael Crossley & Donna Crossley** requesting the vacation of a portion of a public utility & drainage easement located within Lot 36 of Rainbow Landing Phase 5 Subdivision.

A PART OF LOT 36 OF RAINBOW LANDING, PHASE FIVE, AS A RESUBDIVISION OF TRACT 1 OF RAINBOW LANDING, PHASE TWO, A RESUBDIVISION OF TRACT 1 RAINBOW LANDING, A RESUBDIVISION OF TRACT 1A OF A RESUBDIVISION OF TRACT 1 & LOT 5 OF A RESUBDIVISION OF TRACT 1 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION, RECORDED IN PLAT BOOK 44, PAGE 47, AND ALSO RECORDED AS INSTRUMENT NUMBER 20070823000602090, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA. THIS CONVEYANCE IS ALSO SUBJECT TO ANY PRIOR RESERVATION, SEVERANCE OR CONVEYANCE OF MINERALS OR MINERAL RIGHTS. COMMENCE AT A 1/2" REBAR MARKING THE NW CORNER OF SAID LOT 36 AND RUN SOUTH 43 DEGREES 13 MINUTES 14 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN NORTH 46 DEGREES 46 MINUTES 46 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 44 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 16.53 FEET TO A POINT; THENCE RUN NORTH 46 DEGREES 47 MINUTES 26 SECONDS EAST A DISTANCE OF 87.32 FEET TO A POINT; THENCE RUN SOUTH 44 DEGREES 31 MINUTES 39 SECONDS EAST A DISTANCE OF 19.61 FEET TO A POINT; THENCE RUN SOUTH 46 DEGREES 54 MINUTES 26 SECONDS WEST A DISTANCE OF 3.08 FEET TO A POINT; THENCE RUN SOUTH 46 DEGREES 47 MINUTES 26 SECONDS WEST A DISTANCE OF 80.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,455.3 SQUARE FEET, MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described public utility & drainage easement in favor of **Michael Crossley & Donna Crossley** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Michael Crossley & Donna Crossley**, a married couple (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

A PART OF LOT 36 OF RAINBOW LANDING, PHASE FIVE, AS A RESUBDIVISION OF TRACT 1 OF RAINBOW LANDING, PHASE TWO, A RESUBDIVISION OF TRACT 1 RAINBOW LANDING, A RESUBDIVISION OF TRACT 1A OF A RESUBDIVISION OF TRACT 1 & LOT 5 OF A RESUBDIVISION OF TRACT 1 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION, RECORDED IN PLAT BOOK 44, PAGE 47, AND ALSO RECORDED AS INSTRUMENT NUMBER 20070823000602090, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA. THIS CONVEYANCE IS ALSO SUBJECT TO ANY PRIOR RESERVATION, SEVERANCE OR CONVEYANCE OF MINERALS OR MINERAL RIGHTS. COMMENCE AT A 1/2” REBAR MARKING THE NW CORNER OF SAID LOT 36 AND RUN SOUTH 43 DEGREES 13 MINUTES 14 SECONDS EAST A DISTANCE OF 40.00 FEET TO A POINT; THENCE RUN NORTH 46 DEGREES 46 MINUTES 46 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 44 DEGREES 30 MINUTES 59 SECONDS WEST A DISTANCE OF 16.53 FEET TO A POINT; THENCE RUN NORTH 46 DEGREES 47 MINUTES 26 SECONDS EAST A DISTANCE OF 87.32 FEET TO A POINT; THENCE RUN SOUTH 44 DEGREES 31 MINUTES 39 SECONDS EAST A DISTANCE OF 19.61 FEET TO A POINT; THENCE RUN SOUTH 46 DEGREES 54 MINUTES 26 SECONDS WEST A DISTANCE OF 3.08 FEET TO A POINT; THENCE RUN SOUTH 46 DEGREES 47 MINUTES 26 SECONDS WEST A DISTANCE OF 80.30 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,455.3 SQUARE FEET, MORE OR LESS.

Quitclaim Deed
170 Rainbow Glen Circle VOE
Page 1 of 2

TO HAVE AND TO HOLD to said Grantees, their heirs, successors, and assigns forever.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of December 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor
City of Madison, Alabama

Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand this the _____ day of December 2025.

Notary Public

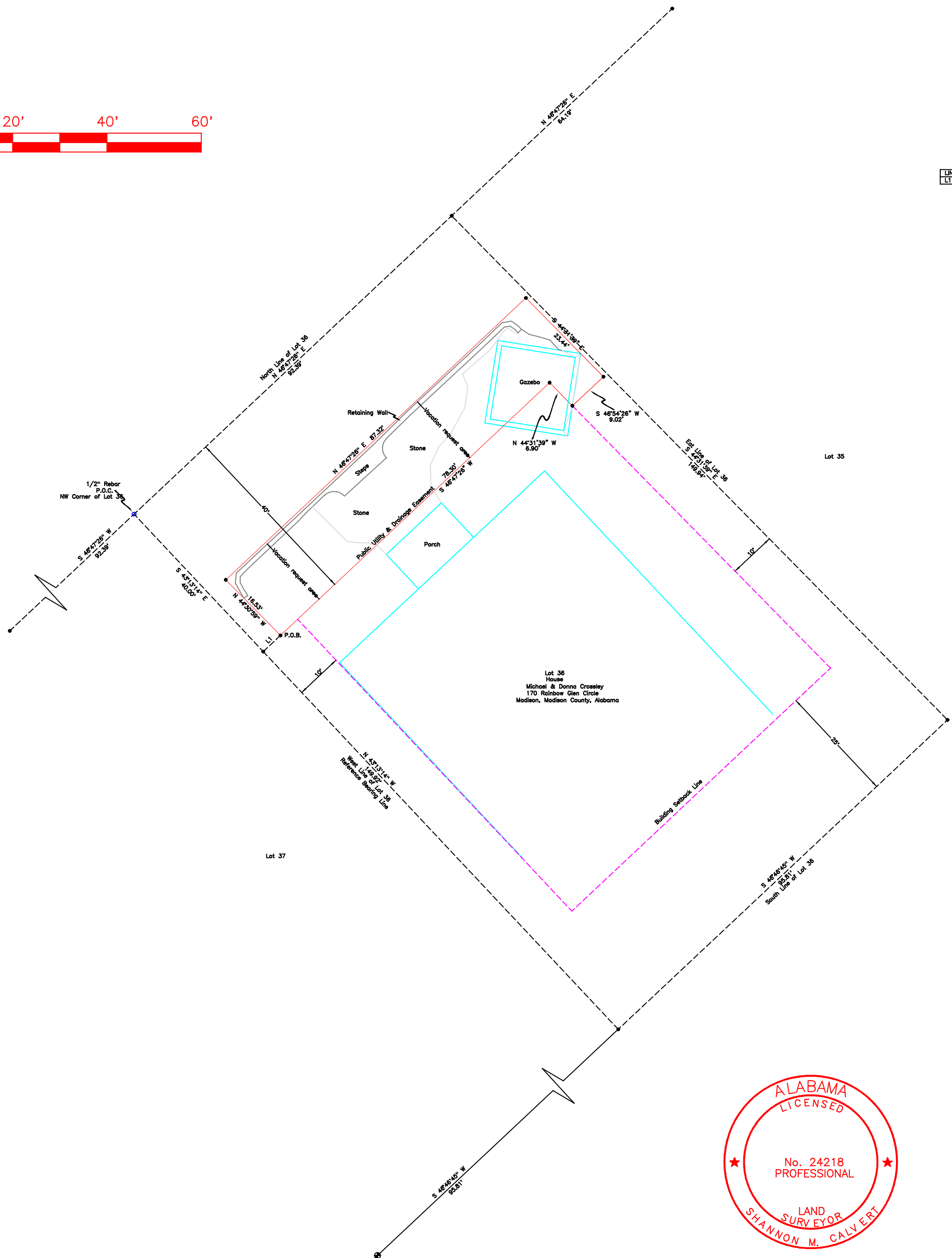
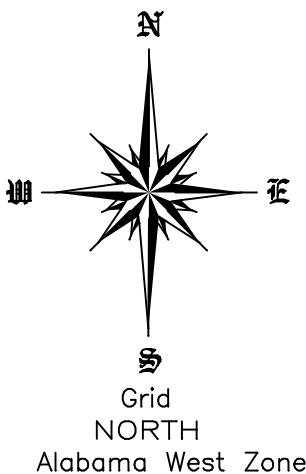
Michael & Donna Crossley
Vacation Request

Legend

- Found Corner
● Calculated Point
■ Concrete/Asphalt/Gravel
--- Not To Scale
--- P.O.B. Point of Beginning
--- P.O.C. Point of Commencement



LINE TABLE		
LINE	BEARING	DISTANCE
1-1	N 46°45'46" E	5.00'



Legal Description

A part of lot 36 of Rainbow Landing Phase Five, as a resubdivision of Tract 1 of Rainbow Landing, Phase Two, a resubdivision of Tract 1 Rainbow Landing, a resubdivision of Tract 1A of a resubdivision of Tract 1 & Lot 5 of a resubdivision of Tract 1 of McCrary-Crunk commercial subdivision, recorded in Plat Book 44, Page 47, and also recorded as Instrument Number 20070823000602090, in the Office of the Judge of Probate of Madison County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights.

Commence at a 1/2" rebar marking the NW corner of said Lot 36 and run South 43 degrees 13 minutes 14 seconds East a distance of 40.00 feet to a point; thence run North 46 degrees 46 minutes 46 seconds East a distance of 5.00 feet to a point, said point being the point of beginning; thence run North 44 degrees 30 minutes 59 seconds West a distance of 16.53 feet to a point; thence run North 46 degrees 47 minutes 26 seconds East a distance of 87.32 feet to a point; thence run South 44 degrees, 31 minutes, 39 seconds East a distance of 23.44 feet to a point; thence run South 46 degrees, 54 minutes, 26 seconds West a distance of 9.02 feet to a point; thence run North 44 degrees, 31 minutes, 39 seconds West a distance of 6.90 feet to a point; thence run South 46 degrees, 47 minutes, 26 seconds West a distance of 78.30 feet to the point of beginning.

said parcel contains 1,505.2 square feet or 0.03 acres, more or less.



STATE OF ALABAMA
COUNTY OF MADISON

I, Shannon M. Calvert, a Professional Land Surveyor, do hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Witness my hand this the 5thth day of November, 2025.

Shannon M. Calvert, P.L.S.
Alabama Reg. No. 24218

DRAWN BY:	ROMAN M. CALVERT	APPROVED BY:	SHANNON M. CALVERT	REVISIONS
DATE:	7-16-25	FIELD WORK:	July 2025 by R.M.C.	(*) 7-29-25 by S.M.C.
SURVEY TYPE:	Easement Vacation Request	CLOSURE:	1' error per 88,346.44'	(*) 8-19-25 by R.M.C.
JOB NO.:	25-129	SCALE:	1" = 10'	ANGULAR: 00°00'05" error / 00°00'17" allowed (*) 11-5-25 by R.M.C.



Shannon M. Calvert &
Associates, Inc.

75 Forest Drive
Jasper, Alabama 35504
Office: (205) 221-4714
Fax: (205) 221-9451

PROJECT
Michael & Donna Crossley
Part of Lot 36
Rainbow Landing Phase Five
Madison County, Alabama

SHT. NO.
1 of 1

RESOLUTION NO. 2025-395-R**A RESOLUTION AUTHORIZING A PROPERTY USE AGREEMENT WITH SRI AMERICA, INC. FOR MADISON POLICE DEPARTMENT EMERGENCY DRIVER TRAINING**

WHEREAS, the City of Madison Police Department requires the use of a test course for emergency vehicle operations driver training, and SRI America, Inc., (d/b/a Dunlop Tire) has offered the use of its test-driving course to the Department at no charge.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a property use agreement with SRI America, Inc., for the use of its tire test facility; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama



SRI AMERICA, INC.



November 17, 2025

Madison City Police Department
100 Hughes Road
Madison, Alabama 35758

Dear Chief Gandy:

This letter agreement (this “**Agreement**”) is entered into and effective January 1, 2026 (the “**Effective Date**”) and sets forth the terms and conditions whereby SRI America, INC (“**SRIA**”) grants permission for the Madison Police Department (the “**Department**”) to use its tire test course and facility for driving practice.

1. PROPERTY USE

- 1.1 SRIA’s tire test facility is located at 3255 Wall Triana Hwy SW, Huntsville, Alabama 35824 (the “**Facility**”)
- 1.2 SRIA agrees to rent its Facility to the Department on “Open” or non-scheduled tire test days, from 8 am to 4 pm, CST (the “**Rental Period**”). SRIA reserves the right to cancel due to last minute or urgent tire test needs. The parties agree to cooperate on scheduling, and SRIA will call or provide e-mail notice to Department’s designated representative as soon as reasonably possible if it intends to reschedule Department activities.
- 1.3 During the Rental Period, the Department shall be the only party renting and using the Facility. The Facility shall be closed to the general public, and SRIA shall only allow Facility employees access to the Facility during the Rental Period.

2. FEE

- 2.1 SRIA agrees to allow The Department access to its Facility during the rental period at no charge to The Department, subject to the terms of this Agreement.

3. PROPERTY DAMAGE

The Department shall be responsible for any and all damage to the premises (including without limitation any resources, facilities, premises, or property of SRIA or the premises) caused by the Department’s activities. Upon such occurrence, SRIA shall provide written notice to the Department of such damage and proof that the Department’s activities caused the damage, as well as estimated costs associated with repair. Subject to applicable law, the parties will cooperate on repairs and

reimbursements. If SRIA completes contracting repair work, then it will invoice the Department for such amount and provide contractor invoices to verify the amounts spent. The Department shall either pay or contest such amount within thirty (30) days receipt of such invoice.

No physical alteration to the premises (including without limitation installation or modification of new or existing structures, alteration of any trees or other plants, and disturbance of any ground surface or cover) may be made without SRIA's prior written consent.

4. **RELATIONSHIP OF THE PARTIES**

This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between SRIA and the Department for any purpose. The Department has no authority (and shall not hold itself out as having authority) to bind the SRIA, and the Department shall not make any agreements or representations on SRIA's behalf without the SRIA's prior written consent.

5. **CONFIDENTIALITY**

5.1 The Department, on behalf of its employees, representatives, agents, successors and assigns, acknowledges that it may have access to information that is treated as confidential and proprietary by SRIA, including, without limitation, testing activities, and any trade secrets, technology, information pertaining to business operations and strategies, and the tire testing, pricing, and marketing, marketing, finances, sourcing, personnel or operations of SRIA, its affiliates or their suppliers or subcontractors, in each case whether spoken, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Department agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of SRIA in each instance, and not to use any Confidential Information for any purpose. The Department shall notify SRIA immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

5.2 Confidential Information shall not include information that:

- (a) is or becomes generally available to the public other than through the Department's breach of this Agreement;
- (b) is communicated to the Department by a third party that had no confidentiality obligations with respect to such information; or

- (c) is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that the Department has given SRIA prior notice of such disclosure and an opportunity to contest such disclosure.

5.3 The Department is prohibited from taking pictures or video of SRIA's property or activities during the Rental Period.

6. REPRESENTATIONS AND WARRANTIES

6.1 SRIA represents and warrants to the Department that:

- (a) SRIA has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of SRIA's obligations in this Agreement;
- (b) SRIA's entry into this Agreement with the Department does not and will not conflict with or result in any breach or default under any other agreement to which SRIA may be subject;
- (c) SRIA shall perform under this Agreement in compliance with all applicable federal, state, and local laws and regulations.

6.2 The Department hereby represents and warrants to SRIA that:

- (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.

7. INDEMNIFICATION

7.1 To the extent allowed by law, the Department shall indemnify and hold harmless the SRIA and its affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from:

- (a) bodily injury or death of any person or damage to real or tangible, personal property resulting from the Department's wilful, wanton, or negligent acts or omissions; and

- (b) The Department's breach of any representation, warranty, or obligation under this Agreement.

8. TERM & TERMINATION

- 8.1 The term of this Agreement shall commence on the Effective Date and shall continue through and until 11:59 p.m. EST on December 31, 2026, unless and until earlier terminated as provided hereunder.
- 8.2 Either party may terminate this Agreement at any time without cause, but in the event of termination shall provide the other party a thirty (30) day notice prior to termination.

9. ASSIGNMENT

The Department shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the SRIA's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. SRIA may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

10. MISCELLANEOUS

- 10.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section.
- 10.2 This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 10.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only

Page 5 of 6
Madison City Police Department
November 17, 2025

by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.

- 10.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in Madison County, Alabama, in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
- 10.5 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.


If this letter accurately sets forth our understanding, kindly execute the enclosed copy of this letter and return it to the undersigned.

SIGNATURE PAGE TO FOLLOW

Very truly yours,

SRI AMERICA INC.

Page 6 of 6
Madison City Police Department
November 17, 2025

By: .....
Name: Stefania Hutchinson
Title: Vice President, Technical

ACCEPTED AND AGREED:

CITY OF MADISON

By:
Name: Ranae Bartlett
Title: Mayor

Attest: _____
Lisa D. Thomas
City Clerk-Treasurer

RESOLUTION NO. 2025-400-R**A RESOLUTION APPROVING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SHARON RIVERS OFFICIATING**

WHEREAS, on December 13, 2021, the City Council of the City of Madison, Alabama, authorized Resolution Number 2021-375-R executing a Professional Services Agreement (the "Agreement") with Sharon River Officiating (the "Contractor") for the provision of basketball officials for the 2021-2022 Madison Recreation League season; and

WHEREAS, pursuant to Resolution No. 2022-70-R the Council approved the first amendment to the Agreement expanding the scope of the Agreement to include adult and youth sports for the City's spring and summer activities, including youth and adult volleyball games and softball games; and

WHEREAS, pursuant to Resolution No. 2024-366-R the Council approved the second amendment to the Agreement once again expanding the scope of the Agreement to include youth and adult volleyball, youth and adult basketball, and adult softball, as well as scorekeeping and line judging services; and

WHEREAS, the City wishes to further amend the Agreement to incorporate the contractor's revised fee schedule for officiating volleyball and basketball services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the document entitled 'Amendment to Professional Services Agreement', attached hereto and incorporated herein, which updates the contractor's revised fee schedule for officiating, scorekeeping, and line judge services; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and Sharon Rivers, a sole proprietor, d/b/a Sharon Rivers Officiating, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2021-375-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Contractor for professional services to provide basketball officials for the 2021-2022 Madison Recreation League season; and

WHEREAS, the Agreement became effective on January 4, 2022, and Section 1 of said Agreement outlined the services to be provided by Consultant; and

WHEREAS, said Agreement was amended by virtue of the passage of Resolution Number 2022-70-R which Agreement became effective March 16, 2022, to include officiating services for additional adult and youth sports activities; and

WHEREAS, said Agreement was also amended by virtue of the passage of Resolution Number 2024-366-R which Agreement became effective November 12, 2024, to expand the scope by including youth and adult volleyball, youth and adult basketball, and adult softball as well as scorekeeping and line judging services; and

WHEREAS, the City wishes to further amend the Agreement to reflect the Contractor’s updated fee schedule for certain officiating services;

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

A. Amendments to Agreement.

Section 2 entitled Fee/Expense Structure, Subsections 1 and 2, are hereby amended as follows:

Contractor shall staff each game, and City shall pay Contractor as follows:

1. Volleyball:

- a. Youth Volleyball: Contractor shall provide two (2) officials for each youth volleyball game at the rate of **forty dollars (\$40.00)** per official, per game.
- b. Adult League - Recreation: Contractor shall provide two (2) officials for each adult recreation league volleyball game at the rate of **forty dollars (\$40.00)** per official, per game.
- c. Adult League – Competition: Contractor shall provide two (2) officials for each adult competition league volleyball game at the rate of **forty-five dollars (\$45.00)** per official, per game.

2. Basketball:

- a. Youth (5U-14U): Contractor shall provide two (2) officials for each youth

- basketball game (5U-14U) at the rate of **forty dollars (\$40.00)** per official, per game.
- b. Youth (18U): Contractor shall provide two (2) officials for each youth basketball game (18U) at the rate of **forty-five dollars (\$45.00)** per official, per game.
- c. Adult League: Contractor shall provide two (2) officials for each adult league basketball game at the rate of **forty-five dollars (\$45.00)** per official, per game.

B. Remainder.

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

C. Effective Date.

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

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of December 2025.

Notary Public

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

Given under my hand this the _____ day of December 2025.

Notary Public

RESOLUTION NO. 2025-401-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR LINE DANCING INSTRUCTION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Lydia Zaclis Devenny and Lynnda Wile to teach line dance instruction classes at the Community Center and the Town Madison Wellness Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Lydia Zaclis Devenny and Lynnda Wile, hereinafter referred to as “Contractors.”

WITNESSETH:

WHEREAS, the City owns and maintains facilities known as the City of Madison Wellness Center, located at 190 Graphics Drive, and the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of professional line dancing instructors to provide line dancing lessons; and

WHEREAS, Contractors are a unique provider of the services;

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractors will provide the following services to the City:
 - 1. Contractor shall be responsible for providing professional training and instruction focusing on line dancing, with scheduling of days and times to be mutually agreed upon by Contractors and City, and the Contractors shall have sole responsibility for the manner in which such classes are conducted.
 - 2. Contractors shall be responsible for cleanup and the return of equipment to proper locations after each class they teach.
 - 3. Contractors may be allowed to store their own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor's equipment.
 - 4. Contractors shall have access to necessary equipment and a speaker provided by the City.
 - 5. Contractors shall maintain an accurate roll for all classes/training they conduct and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 - 6. The City will, when practicable, provide the Contractors with two (2) hours' notice if classes do not meet the minimum requirements of six (6) participants.

7. The City and Contractors shall mutually agree to a maximum number of class participants based on location prior to the opening of registration.
 8. The Contractor's classes shall be offered to all ages and skill levels.
- B. Contractors agree 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. Contractors further agree to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
 - C. Contractors shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractors shall perform all services in accordance with the provisions of this Agreement. Contractors alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
 - D. Contractors shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractors to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
 - E. Contractors agree to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of \$5.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractors. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractors shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INSURANCE & INDEMNIFICATION

Contractors will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractors shall indemnify and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of,

related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: 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.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of their work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractors, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

Contractors shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
8324 Old Madison Pike
Madison, Alabama 35758

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

All notices to Contractors shall be addressed to:	
Lidia Zaclis Devenny	Lynnda Wile
14319 Wildflower Drive	104 Donaldson Drive
Harvest, AL 35749	Meridianville, AL 35759

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, 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.

SECTION THIRTEEN: 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

- 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.

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

Attest:

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this day of December 2025.

Notary Public

Lidia Zaclis Devenny
CONTRACTOR

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lidia Zaclis Devenny, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the _____ day of December 2025.

Notary Public

Lynnda Wile
CONTRACTOR

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lynnda Wile, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the _____ day of December 2025.

Notary Public

RESOLUTION NO. 2025-402-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT FOR WOOD WORKING INSTRUCTION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Tiffani Tucker to teach wood working instruction classes at the Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 8th day of December 2025.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2025.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Tiffani Tucker, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains a facility known as the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of a professional wood working instructor to provide wood working instruction; and

WHEREAS, Contractor is a unique provider of the services.

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

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for providing professional training and instruction focusing on items such as shelves, boxes, plant stands, and cutting boards, with scheduling of days and times to be mutually agreed upon by Contractor and City. The Contractor shall have sole responsibility for the manner in which such classes and/or training are conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
 - 3. Contractor may be allowed to store her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall have access to necessary equipment and a speaker provided by the City.
 - 5. Contractor shall maintain an accurate roll for all classes/training she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 - 6. The City will, when practicable, provide the Contractor with two (2) hours’ notice if classes do not meet the minimum requirements of six (6) participants.
 - 7. The Contractor shall not allow more than eight (8) participants in any one class.

8. The Contractor's classes shall be offered only to adults eighteen (18) years of age or older.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of \$50.00 to \$60.00 per paying participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INSURANCE & INDEMNIFICATION

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or

negligence of a party indemnified hereunder.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: 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.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of her work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
8324 Old Madison Pike
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Tiffani Tucker
thewoodempress@gmail.com

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, 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.

SECTION THIRTEEN: 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.

- 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.

Attest:

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

§

§

§

Given under my hand and official seal this day of December 2025.

Notary Public

Tiffani Tucker
CONTRACTOR

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Tiffani Tucker, whose name is signed to the foregoing instrument and who is, or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the _____ day of December 2025.

Notary Public