Agenda

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

6:00 PM
Council Chambers
November 23, 2026

AGENDA NO. 2026-22-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website)

1. CALL TO ORDER

2. INVOCATION

   A. Pastor Russ Leaphart of New Mercies Community Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

   A. Minutes No. 2026-21-RG, dated November 9, 2026

7. PRESENTATIONS AND AWARDS

   A. Bob Jones Volleyball Team State Championship - Coach Jenny Jarrett and Team

   B. Madison Street Festival Presentation - President Crystal McBrayer

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. **Resolution No. 2026-385-R:** Approving an annual appropriation agreement with Land Trust of North Alabama for FY27 in the amount of $25,000 (to be paid from the General Operating account)

B. **Resolution No. 2026-386-R:** Approving an annual appropriation agreement with Madison City Community Orchestra for FY27 in the amount of $5,000 (to be paid from the General Operating account)

C. **Resolution No. 2026-387-R:** Approving an annual appropriation agreement with Madison Greenways and Trails for FY27 in the amount of $10,000 (to be paid from the General Operating account)

D. **Resolution No. 2026-388-R:** Approving an annual appropriation agreement with National Children's Advocacy Center for FY27 in the amount of $30,000 (to be paid from the General Operating account)

E. **Resolution No. 2026-389-R:** Approving an annual appropriation agreement with SARTEC K-9 Unit, Inc., for FY27 in the amount of $3,600 (to be paid from the General Operating account)

F. **Resolution No. 2026-390-R:** Approving an annual appropriation agreement with United Way of Madison County for FY27 in the amount of $15,000 (to be paid from the General Operating account)

G. **Resolution No. 2026-391-R:** Approving an annual appropriation agreement with US Space and Rocket Center for FY27 in the amount of $10,000 (to be paid from the General Operating account)

H. **Resolution No. 2026-451-R:** Declaring surplus and authorizing the disposal of obsolete personal property formerly used by the Facilities and Grounds Department to sell through Govdeals (Kubota Zero Turn Mower ZD1211 S#- RCK60P-1200Z/11399/11418)

I. **Resolution No. 2026-471-R:** Authorizing the purchase of one Toro Reelmaster 3100-D Sidewinder for the Parks and Recreation Department from Jerry Pate Turf & Irrigation, Inc., through OMNIA Partners Purchasing Cooperative in the amount of $61,769.51 (to be paid from 1/2 Cent Sales Tax Capital Replacement Fund)

J. **Resolution No. 2026-472-R:** Authorizing the renewal of a maintenance and software license subscription with Unico Technology in the amount of $111,750.47 (to be paid from the IT Department budget)

K. **Resolution No. 2026-473-R:** Declaring surplus and authorizing the sale of personal property formerly used by the Fire Department (9 Elkhart nozzles and 1 TFT nozzle) via Govdeals online auction pursuant to Section 16-106 of the City of Madison Code of Ordinances

L. **Resolution No. 2026-475-R:** Approving a screening licensing agreement with Criterion Pictures for permission to play a movie in the park ($450 to be paid from Parks and Recreation Department budget)

M. **Resolution No. 2026-476-R:** Authorizing the termination of a License Agreement with Master Gardeners of North Alabama

N. **Resolution No. 2026-482-R:** Ratifying Contractor Agreements with Structure Remodeling, LLC, in the amount of $225,000, with Conditioned Air Solutions, LLC, in the amount of $169,977, with State Systems, Inc., in the amount of $9,973, and acceptance of proposal for purchase of HVAC equipment from Trane U.S., Inc., in the amount of $15,252 (to be paid from Facilities and Grounds Budget, Fire Repairs line item). Increasing the appropriation in Facilities and Grounds Budget - Fire Repairs line item by $420,202 funded by an operating transfer of $420,202 from the General Obligation Bond Collection Fund to the General Fund and amending the budgets for the interfund transactions.

O. Acceptance of check from Fowler Auction for certain city vehicles sold as surplus in the amount of $26,550.00

P. Acceptance of check from Clift's Cove Homeowners Association , Inc. for sidewalk installation along Hughes Road in the amount of $ 3,562.50

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

A. **Resolution No. 2026-457-R:** Authorizing funding in an amount not to exceed $945 from the Council Special Projects Fund to purchase seven October Glory maple trees from Catbird Seat Nursery, with one tree to be planted in each Council district

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

BUILDING

A. **Resolution No. 2026-469-R:** Reorganization in Building Department for two new positions: Lead Building Inspector and Permit & Administrative Services Supervisor

ENGINEERING

A. **Resolution No. 2026-467-R:** Authorizing a Professional Services Agreement with Three Notch Group for design services on Project No. 25-008 | Royal Drive Extension, Phase 2 ($599,000 to be paid for from Engineering Department budget)

B. **Resolution No. 2026-468-R:** Approval of a quote from Cubic for a three-year subscription for two Synchro traffic modeling software licenses in the amount of $11,187 (to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

A. **Resolution No. 2026-426-R:** Authorizing a Professional Services Agreement with Archemy Architecture & Design for design services for the addition of one apparatus bay to Fire Station No. 4 ($40,740 to be paid from Fund 39)

B. **Resolution No. 2026-470-R:** Awarding Bid No. 2026-013-ITB for the Town Madison Parking Lot East project to Fite Construction Company, LLC, for the amount of $2,528,173.76 (to be paid from Multi Use Venue Fund)

LEGAL

A. **Proposed Ordinance No. 2026-454:** Amending the Schedule of Fines of the Madison City Code of Ordinances to add a $500 fine related to operating a Short-Term Rental without a permit (First Reading 11/09/2026)

B. **Proposed Ordinance No. 2026-478:** Prohibiting sales of consumable hemp products within the City of Madison (First Reading)

C. **Proposed Ordinance No. 2026-479:** Amending Residential Monthly Bulk Trash Collection Fee As referenced in Section 20-365, Appendix A, Fee Schedule of the City of Madison Code of Ordinances to provide for an increase to the Athens Utilities Billing Rate of thirty (30) cents (First Reading)

D. **Resolution No. 2026-397-R:** Authorize an Amended Agreement for Billing Services with Athens Utilities

E. **Resolution No. 2026-484-R:** Authorizing a Landscaping Easement and Maintenance Agreement with Town Madison Business Association, Inc., and amending the FY 2027 General Fund budget to provide for water service of approximately $1,500 per month, payable from the General Services utilities account.

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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

MINUTES NO. 2026-21-RG
REGULAR CITY COUNCIL MEETING /REORGANIZATION
OF MADISON, ALABAMA
November 9, 2026

The Madison City Council met in regular session on Monday November 9, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Police Chaplain Shelton Torbert 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	Absent
Council District No. 5 Alice Lessmann	Present
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Public Works Director Kent Smith, Government Affairs Officer James Manasco, City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Technical Coordinator Toby Jenkins, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Police Chief John Gandy, Fire Chief Brandy Williams, Director of Finance David Lawing, Facilities and Grounds Deputy Director James Dyer, Park and Recreation Director Kory Alfred, Director of Operations Communications Amanda Jarrett and Economic Development Coordinator Clyde Evans.

Public Attendance registered: Zane Drost, Taron Thorpe, Ardean Green, Claudelle White, Andrea Craig, Kimberly McFadden, Maxine Retzer, Daniel Retzer, Katie Vennie, Tawanda Johnikin, Vil "Trey" Johnikin, Matthew Furcean, Missy Martin, CH Shelton Torbert, Cesar Castillo, Jeffrey Himojosa, Maggie Minsk, Chris Halbrooks and Kim D'Alessandro.

AMENDMENTS TO AGENDA

None

REORGANIZATION OF COUNCIL

Council President Maura Wroblewski announces the reorganization of Council. City Clerk-Treasurer Lisa D. Thomas announced the changing of council president and thanked Council President Maura Wroblewski for her service.

Council Member David Bier nominated Council Member Billie Goodson for Council President. Council Member Alice Lessmann seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

COUNCIL PRESIDENT BILLIE GOODSON OPENED THE FLOOR FOR COUNCIL PRO TEM NOMINATIONS.

Council Member Erica White moved to approve Council Member Alice Lessman for pro tem. Council Member Maura Wroblewski seconded.

Council President Billie Goodson announced by acclimation that Council Member Alice Lessman would be pro tem.

COUNCIL PRESIDENT BILLIE GOODSON OPENED THE FLOOR FOR THREE FINANCE COMMITTEE NOMINATIONS.

Council Member Kenneth Jackson moved to approve Council Member Michael McKay for Finance Committee. Council Member Erica White moved to approve Council Member David Bier for Finance Committee. Council Member Maura Wroblewski moved to approve Council Member Alice Lessmann for Finance Committee.

Council President Billie Goodson announced by acclimation that Council Member Michael McKay, Council Member David Bier, and Council Member Alice Lessman would be the finance committee. Council President Billie Goodson appointed Council Member David Bier as the finance committee chair.

APPROVAL OF MINUTES

MINUTES NO. 2026-20-RG DATED October 26, 2026

Council Member Erica White moved to approve Minutes No. 2026-20-RG. Council Member Alice Lessmann seconded. The roll call vote taken was recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council President Billie Goodson	Aye
Council Member Maura Wroblewski	Aye

Council Member David Bier	Aye
Council Member Michael McKay	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF CITY COIN AND PROCLAMATION TO SENATOR TOM BUTLER

Senator Tom Butler was present to accept the proclamation and city coin presented by Mayor Barlett. Mayor Bartlett thanked Senator Tom Butler on behalf of the City of Madison for his service.

Representative Parker Moore and Representative Marilyn Lands presented Senator Tom Butler with a resolution from the House of Representatives for his years of service.

Senator Tom Butler thanked the Mayor and Council and spoke of the growth of the City of Madison.

PRESENTATION OF PROCLAMATION TO BOBBY DENEEFE FOR HIS SERVICE ON THE INDUSTRIAL DEVELOPMENT BOARD

Bobby Deneefe was present to accept the proclamation by Mayor Bartlett along with Members of the Industrial Development Board and liaison Council Member Erica White. Mayor Bartlett thanked Bobby Deneefe for his thirty years of service and his lasting contributions to the citizens of the City of Madison. Bobby Deneefe thanked the Mayor and Council

FALL 2026 CIVIC AWARENESS ACADEMY GRADUATION

Government Affairs Officer James Manasco and Mayor Barlett acknowledged and recognized the graduates of the Civic Awareness Academy Fall 2026.

- Chris Halbrooks
- Andrea Craig
- TaWanda Johnikin
- Ardean Green
- Maxine Retzer
- Matthew Furcean
- Kimberly Adams

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.*

VERA HEBERT (DISTRICT 7)

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

- Senior Center fees
- New Rules
- Lack of classrooms

MAGGIE MINSK (DISTRICT 3)

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

- Flock cameras, LPR's, and trust, transparency and accountability

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member David Bier thanked Senator Butler and Commissioner Steve Haraway for their donations. Council Member David Bier also spoke of the budgeted annual appropriations.

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

General Operating account	$1,813,656.34
Special General Operating Accounts	$1,250.00
ADEM Storm Drainage	$1,522.69
½ Cent Capital Replacement	$18,484.72
Gasoline Tax & Petroleum Inspection fees	$38.998.80
Town Madison Incentive Fund	$3,566,956.25
Library Building Fund	$182,458.29
Water Distribution and Storage	$2,800,064.16

Regular and periodic bills to be paid

Resolution No. 2026-378-R: Approving an annual appropriation agreement with Huntsville Botanical Gardens for FY27 ($25,000 to be paid from the General Operating Account)

Resolution No. 2026-379-R: Approving an annual appropriation agreement with Crisis Services of North Alabama for FY27 ($25,000 to be paid from the General Operating Account)

Resolution No. 2026-380-R: Approving an annual appropriation agreement with Enable Madison County for FY27 ($7,500 to be paid from the General Operating Account)

Resolution No. 2026-381-R: Approving an annual appropriation agreement with The Enrichment Center for FY27 ($30,000 to be paid from the General Operating Account)

Resolution No. 2026-382-R: Approving an annual appropriation agreement with Fantasy Playhouse for FY27 ($5,000 to be paid from the General Operating Account)

Resolution No. 2026-383-R: Approving an annual appropriation agreement with Food Bank of North Alabama for FY27 ($10,000 to be paid from the General Operating Account)

Resolution No. 2026-384-R: Approving an annual appropriation agreement with Heart of the Valley YMCA for FY27 ($5,000 to be paid from the General Operating Account)

Resolution No. 2026-456-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066482 on an incident which occurred August 25th, 2026, to a F-150 XL Supercab 4WD (Public Works Vehicle) ($5,449.77 [less$1,000 deductible] to be deposited into General Operating account)

Resolution No. 2026-459-R: Authorizing a one-year agreement with MicroMain Corporation for maintenance management software in the amount of $7,008 (to be paid from Facilities & Grounds Department budget)

Resolution No. 2026-460-R: Approval of Quote from Tyler Technologies for New World server migration services in the amount of $4,500 (to be paid from IT Department budget)

Resolution No. 2026-466-R: Authorizing a one-year software support renewal ($7,752.78 to be paid from IT Department budget)

Acceptance of a donation in the amount of $300.00 from family of Lou Leleaux given in memory of Lou Leleaux for the benefit of Madison Cemetery.

Acceptance of $15,000 donation from Senator Tom Butler for general support (to be deposited into Madison Police Department Donations account)

Acceptance of donation from Senator Tom Butler in the amount of $15,000 to be deposited into Fire Department's Donation Account

Donation from Senator Tom Butler to the City of Madison Senior Center in the amount of $10,000.00.

Accept reimbursement from the Madison Street Festival in the amount of $1,145.46 and amend the budget by increasing estimated revenues and appropriations in the Recreation Department salary line item by the same amount.

Acceptance of a $150,000 donation from Madison County District 2 Commissioner Steve Haraway for the purchase of Police Department vehicles

Acceptance of a donation from Integration Innovation, Inc. (i3) on behalf of an anonymous employee in the amount of $75.00. To be deposited in the Fire Donation Account.

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 President Billie Goodson	Aye
Council Member Maura Wroblewski	Aye
Council Member Michael McKay	Absent
Council Member Erica White	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Thanked Auburn's Mayor Ron Anders for hosting and education about landscaping.
- Commended Christina Hearne with MVP and thanked all the volunteers and sponsors with the second Gather Madison.
- Attended along with Council Members the State of the City for Huntsville by Mayor Tommy Battle. Signed a joint proclamation honoring all our veterans.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Attended Gather Madison and thanked MVP. Next year Gather Madison will be on the second Sunday in November.
- Friends of the Library meeting tomorrow night at Madison Library at 6:30pm
- HMCPL meeting downtown next Tuesday at 4:00pm
- Thanked all veterans

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Recognized and thanked Senator Tom Butler and his wife Karen
- Researching options for a cell tower in District 2
- Commended Madison Police Department

- Recognized Commissioner Steve Haraway for the donation

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Congratulated the graduating Civic Awareness Academy.
- Spoke about Senator Tom Butler.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

Absent

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Thanked Senator Tom Butler and his family for many years of service.
- Thanked Bobby Deneefe for his years of service.
- Congratulated the graduating Civic Awareness Academy.
- Attended Downtown Fall Festival hosted by Main Street.
- Thank you to veterans and their service.

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Congratulated the graduating Civic Awareness Academy and had met with them last week to discuss planning, along with the building department, planning commission and human resources. A new Civic Awareness Academy will begin in the spring.
- Attended Celebrate Madison hosted by Madison Chamber of Commerce.
- Economic Development Coordinator Clyde Evans attended and updated the Industrial Development Board. Also, any industry or business in Madison or wanting to expand check out the Industrial Development Board website or planning department.
- Thanked Bobby Deneefe for his years of service.
- Diwali is this Saturday at James Clemens High School at 6pm hosted by the Huntsville India Association.
- Madison Senior Center is accepting applications for the 2027 talent show. The show will be on January 20, 2027.
- Thanked Senator Tom Butler for many years of service.

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- The Beautification and Tree Board will meet on Tuesday November 17th at 6pm at Madison Meeting Hall in room 105.

- Office Hours Saturday November 21st from 11am-noon at the library in the main entrance.

BOARD/COMMITTEE APPOINTMENTS

Council Member Kenneth Jackson moved to re-appoint of Caren Hosmer to the Madison Beautification and Tree Board. Council Member Erica White seconded.

Council President Billie Goodson announced by acclimation the re-appointment of Caren Hosmer to the Madison Beautification and Tree Board with a term expiration of November 27, 2028.

Council President Billie Goodson moved to re-appoint Cindy Sensenberger for Madison Station Historic Preservation Commission Place 6. Council Member Erica White seconded.

Council President Billie Goodson announced by acclimation the re-appointment of Cindy Sensenberger for Madison Station Historic Preservation Commission Place 6 with a term expiration of November 27, 2029.

Council Member Erica White moved to appoint Todd Beales to the Madison Industrial Development Board Place 7 with a term of 6 years. Council Member David Bier seconded.

Council President Billie Goodson announced by acclimation the appointment of Todd Beales to the Madison Industrial Development Board Place 7 with a term of 6 years

PUBLIC HEARINGS

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

RESOLUTION NO. 2026-461-R: REQUEST FOR AN ON OR OFF PREMISES BEER AND WINE LICENSE FROM PADTHAI, LLC, DOING BUSINESS AS PADTHAI STREET KITCHEN, FOR ITS LOCATION AT 8044 HIGHWAY 72

Council Member Maura Wroblewski moved to approve Resolution No. 2026-461-R. Council Member David Bier seconded. The vote was taken and recorded as follows:

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

Council Member Kenneth Jackson	Aye

Motion carried.

RESOLUTION NO. 2026-462-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM COUNTY LINE EXXON GAS & FOOD, INC., DOING BUSINESS AS COUNTY LINE EXXON GAS & FOOD, FOR ITS LOCATION AT 10311 COUNTY LINE ROAD

Council Member Erica White moved to approve Resolution No. 2026-462-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2026-453-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH VOLKERT, INC., TO PERFORM A LIMITED FEASIBILITY STUDY FOR THE SLAUGHTER RAILROAD OVERPASS AND OTHER RIGHT OF WAYIMPROVEMENTS (PROJECT 26-014) IN THE AMOUNT OF $197,500 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Maura Wroblewski moved to approve Resolution No. 2026-453-R. Council Member Erica White seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member Maura Wroblewski asked City Engineer Michael Johnson about the roundabout Balch and Gooch. City Engineer Michael Johnson stated utility relocation has begun. Part of the process is right away acquisition and utility relocation. As far as construction should begin this month.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-464-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MULLINS, LLC, FOR A TOPOGRAPHIC SURVEY AT DUBLIN PARK FOR SITE EVALUATION FOR FUTURE AQUATIC FACILITY ($21,500 TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET AND TO BE REIMBURSED FROM WARRANT PROCEEDS OF PARK AND RECREATION BOARD)

Council Member Maura Wroblewski moved to approve Resolution No. 2026-464-R. Council Member Alice Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2026-432: AUTHORIZING A JOINT PURCHASE AGREEMENT WITH THE CITY OF HUNTSVILLE FOR THE PURCHASE OF PURSUIT RATED LIGHT-DUTY VEHICLES FROM WOODY ANDERSON FORD (FIRST READING 10/26/2026)

Council Member Alice Lessmann moved to approve Proposed Ordinance No. 2026-432. Council Member Erica White seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-444: AN ORDINANCE TO AMEND ORDINANCE NO. 2026-201 REGARDING SHORT TERM RENTALS TO AMEND APPEALS PROCESS AND ESTABLISH APPEAL REVIEW BOARD (FIRST READING 10/26/2026)

Council Member White recuses for the next two agenda items

Council Member Alice Lessmann moved to approve Proposed Ordinance No. 2026-444. Council Member Bier seconded. The vote was taken and recorded as follows:

Council Member David Bier inquired about the length of term. City Attorney Megan Zigarelli responded for employee appointments, as long as they remain employed by the city and a three-year term for appointed members.

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-454: AMENDING THE SCHEDULE OF FINES OF THE MADISON CITY CODE OF ORDINANCES TO ADD A $500 FINE RELATED TO OPERATING A SHORT-TERM RENTAL WITHOUT A PERMIT (FIRST READING)

This is a first reading only

POLICE

RESOLUTION NO. 2026-445-R: ACCEPTANCE OF THE SAFETY-FIRST GRANT IN THE AMOUNT OF $14,930 FROM NORFOLK SOUTHERN CORPORATION FOR THE POLICE DRONE PROGRAM (TO BE DEPOSITED IN THE SPECIAL GENERAL OPERATING ACCOUNT AND REPORTED UNDER POLICE GRANT CASH ACCOUNT)

Council Member Kenneth Jackson moved to approve Resolution No. 2026-445-R. Council Member David Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-465-R: AUTHORIZING NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE TRAFFIC ENFORCEMENT AGREEMENT (REIMBURSEMENT FOR TRAFFIC SAFETY ENFORCEMENT STAFFING)

Council Member Erica White moved to approve Resolution No. 2026-465-R. Council Member Alice Lessmann seconded. The vote was taken and recorded as follows:

Council Member Erica White	Aye
Council Member Alice Lessmann	Aye
Council President Billie Goodson	Aye
Council Member Maura Wroblewski	Aye

Council Member David Bier	Aye
Council Member Michael McKay	Absent
Council Member Kenneth Jackson	Aye

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2026-458-R: AWARDING BID NO. 2026-012-ITB FOR TOWN MADISON & I-565 RIGHT-OF-WAY MOWING TO THRIVE OUTDOOR, INC., FOR THE AMOUNT OF $20,017.00 PER MONTH (TO BE PAID FROM 7-CENT GAS TAX FUNDS)

Council Member David Bier moved to approve Resolution No. 2026-458-R. Council Member Maura Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2026-450-R: AUTHORIZING THE PURCHASE OF ONE 2027 STARCRAFT PARATRANSIT BUS FOR MARS FROM TRANSPORTATION SOUTH, INC., THROUGH SOURCEWELL NATIONAL PURCHASING COOPERATIVE IN THE AMOUNT OF $139,590.00 (TO BE PAID FROM 1/2 CENT SALES TAX CAPITAL REPLACEMENT FUND)

Council Member Erica White moved to approve Resolution No. 2026-450-R. Council Member Alice Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Billie Goodson announced a City Council Work Session on November 18th

ADJOURNMENT

Having no further business to discuss Council Member Maura Wroblewski moved to adjourn. Council President Billie Goodson seconded.

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

Minutes No. 2026-21-RG, dated November 9, 2026, read, approved and adopted this 23rd day of November 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council President Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Amy Rumley
Recording Secretary

RESOLUTION NO. 2026-385-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH LAND TRUST OF NORTH ALABAMA (LTNA) 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 Land Trust of North Alabama (LTNA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Twenty five thousand dollars ($25,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 23rd day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **THE LAND TRUST OF NORTH ALABAMA** (hereinafter **"LTNA"**) 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, LTNA will provide essential services to the City of Madison which further the stated objectives of the parties.

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

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

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

3. The City agrees to pay to LTNA the sum of twenty five thousand dollars and no cents ($25,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. LTNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, LTNA 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 LTNA.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by LTNA 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 LTNA, nor shall LTNA 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, LTNA 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 LTNA and that officers, employees, and any other agents of LTNA are not nor shall they be deemed to be officers, employees, or agents of the City.

7. LTNA 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. LTNA 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 LTNA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. LTNA 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.

LAND TRUST OF NORTH ALABAMA

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 Land Trust of North Alabama is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

Exhibit A

The Land Trust of North Alabama will provide the following services:

- Assist and advise on greenway plan, design and acquisition for upcoming greenway projects
- Work with the City of Madison and the City of Huntsville to develop interconnectivity with each city's trails and greenways
- Continue partnership with City of Madison to monitor and maintain the City of Madison's property and trails on Rainbow Mountain; including coordination of volunteer work days
- Offer guided hikes on Madison 's trails and greenways
- One Madison resident on Land Trust Board of Directors as appointed by the City Council.
- Work with individual land owners and developers to expand land acquisition and preservation opportunities in Madison
- Other projects, support, and activity as needed and requested by the City of Madison

RESOLUTION NO. 2026-386-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CITY COMMUNITY ORCHESTRA (MCCO) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

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

READ, PASSED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 23rd day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON CITY COMMUNITY ORCHESTRA** (hereinafter **"**MCCO**"**) and the **CITY OF MADISON, ALABAMA,** a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

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

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

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

4. MCCO pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCCO agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MCCO.

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

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

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

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

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

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

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

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

MADISON CITY COMMUNITY ORCHESTRA

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

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

As the majority of our activities are within the confines of the City of Madison and participation is open to community members, the bulk of our expenditures and, thus, any revenue we receive, is directly related to City of Madison citizen participation. In the past year, we have continued to maintain an average of 85 active adult/youth performers. As members of the community continue to add their talents to our group, we must purchase new instruments and equipment to meet our continually changing and expanding requirements. We also have upkeep and maintenance costs associated with instruments and equipment owned by the orchestra.

As we expand our repertoire, new music must be purchased. Each of these items are necessary to continue operation. Therefore, the funding provided by the City of Madison will go towards orchestra needs.

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

RESOLUTION NO. 2026-387-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON GREENWAYS AND TRAILS (MGT) 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 Greenways and Trails (MGT) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars ($10,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 23rd day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between **MADISON GREENWAYS AND TRAILS,** a non-profit organization (hereinafter **"MGT"**) 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, MGT will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

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

2. During said term, it is hereby agreed that MGT 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 MGT the sum of ten thousand dollars and no cents ($10,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. MGT pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MGT 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 MGT.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MGT 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 MGT, nor shall MGT 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, MGT 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 MGT and that officers, employees, and any other agents of MGT are not nor shall they be deemed to be officers, employees, or agents of the City.

7. MGT 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. MGT 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 MGT may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

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

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

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

MADISON GREENWAYS AND TRAILS

By: _____

Its: _____

Date: _____

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

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

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

_____
Notary Public

EXHIBIT A

MGT is working with the Land Trust of North Alabama to develop a Natural Trail called the “Old Providence Trail” within the proposed Mill Creek Preserve.

MGT Funding will be used for materials and equipment for the Old Providence Trail.

Materials for trail development and amenities within the Old Providence Trail:

1. Material for steel support footbridges, wooden footbridges and steps.

2. Material for additional signage, trail diamonds, boundary markers.

3. Equipment rental (i.e. to clear tornado damage); trail clearing tools purchased as needed.

RESOLUTION NO. 2025-388-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 27.

READ, PASSED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 23rd day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **NATIONAL CHILDREN'S ADVOCACY CENTER** (hereinafter **"**NCAC**"**) 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, NCAC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

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

2. During said term, it is hereby agreed that NCAC 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 NCAC the sum of Thirty thousand dollars and no cents ($30,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. NCAC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, NCAC 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 NCAC.

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.

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

NATIONAL CHILDREN'S ADVOCACY CENTER

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 National Children's Advocacy Center is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

The 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. 2026-389-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH SARTEC K-9 UNIT 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 SARTEC K-9 Unit for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Three thousand, six hundred dollars ($3,600.00)** for FY 27.

READ, PASSED, AND ADOPTED this 9th day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 9th day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between **SARTEC K-9 UNIT, INC** (hereinafter **"SARTEC K-9 UNIT"**) 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, SARTEC K-9 UNIT will provide essential services to the City of Madison which further the stated objectives of the parties.

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

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

2. During said term, it is hereby agreed that SARTEC K-9 UNIT shall provide essential services to the City, the City otherwise being capable of providing said services for itself.

3. The City agrees to pay to SARTEC K-9 UNIT the sum of three thousand six hundred dollars and no cents ($3,600.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. SARTEC K-9 UNIT pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, SARTEC K-9 UNIT 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 SARTEC K-9 UNIT.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by SARTEC K-9 UNIT 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 SARTEC K-9 UNIT, nor shall SARTEC K-9 UNIT 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, SARTEC K-9 UNIT 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 SARTEC K-9 UNIT and that officers, employees, and any other agents of SARTEC K-9 UNIT are not nor shall they be deemed to be officers, employees, or agents of the City.

7. SARTEC K-9 UNIT 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. SARTEC K-9 UNIT 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 SARTEC K-9 UNIT may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. SARTEC K-9 UNIT 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.

SARTEC K-9 UNIT, INC

By: _____

Its: _____

Date: _____

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

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of SARTEC K-9 Unit, INC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

Exhibit A: SARTEC K-9 Unit, INC

SARTEC K-9 Unit, INC will utilize the $3,600 in funding from the City of Madison to ensure that Madison residents have access to a trained, local search and rescue resource that is ready to respond when requested by the Agency Having Jurisdiction (EMA, Sheriff, Police Department). By maintaining the communications, mapping, and operational infrastructure necessary for rapid deployment, SARTEC K-9 Unit can provide rapid response times and provide specialized K-9 search capabilities during critical missing person incidents, improving the likelihood of successful outcomes. Beyond emergency response, SARTEC K-9 Unit is committed to educating and engaging the Madison community. Team members participate in community outreach events, including Cub Scout programs that teach the "Hug a Tree and Survive" program, hiking safety, the Ten Essentials for outdoor recreation, and what to do if someone does become injured or lost. We also participate in community events such as the Rocket City Trash Pandas' Tito's Tail Waggin' Tuesdays, where people can learn about search and rescue and volunteer opportunities. These outreach efforts promote outdoor safety, emergency preparedness, and community involvement while encouraging volunteerism among individuals and families.

RESOLUTION NO. 2026-390-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH UNITED WAY OF MADISON COUNTY (UWMC) 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 United Way of Madison County (UWMC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifteen thousand dollars ($15,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 23rd day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **UNITED WAY OF MADISON COUNTY** (hereinafter **"UWMC"**) 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, UWMC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

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

2. During said term, it is hereby agreed that UWMC 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 UWMC the sum of fifteen thousand dollars and no cents ($15,000.00) for fiscal year 2026, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. UWMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, UWMC 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 UWMC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by UWMC 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 UWMC, nor shall UWMC 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, UWMC 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 UWMC and that officers, employees, and any other agents of UWMC are not nor shall they be deemed to be officers, employees, or agents of the City.

7. UWMC 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. UWMC 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 UWMC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. UWMC 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.

UNITED WAY OF MADISON COUNTY

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 United Way of Madison County is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

United Way of Madison County (UWMC) is pleased to partner with the City of Madison and intends to use the funding by providing:

United Way's 211 service, delivered in partnership with Crisis Services of North Alabama. When individuals need to find help for something beyond their capacity to deal with on their own, 211 is readily available 24/7, 365 days a year. Experienced call specialists answer phone calls, respond to texts, and conduct online chats through our state-wide database portal with the purpose of connecting those in need with those who can help (https://211connectsalabama.org). In those brief conversations, they are able to listen to the needs of the resident calling, access the most extensive database of health and human services in Madison County and provide key referrals to the agency who can actually provide services the individual needs. Statistics tell us that individuals looking for help alone can contact 6-7 organizations before finding the one who actually can provide the help they need. In these days when more individuals are experiencing high stress and financial strains, this lifeline assists not only with the need at hand but improves the mental health and ability to cope for thousands each year. Getting help before the situation becomes more costly, emotionally and financially, is a critical efficiency and savings for the individual, our local resources including local governments, and all of us.

By the end of the Fiscal Year for the City of Madison, we forecast, based on Actual Numbers over 3,000 residents within the zip codes of Madison, Alabama will benefit. As the City continues to grow, we anticipate that the need for these resources will increase as well. In the past year, 211 most frequently helped individuals from the City of Madison who requested housing/shelter (33.8%), transportation (22.2%), utilities (13.8%), food (7.6%), and more to attain those resources, in part thanks to the support from City of Madison funding.

RESOLUTION NO. 2026-391-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH U.S. SPACE & ROCKET CENTER (USSRC) 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 U.S. Space & Rocket Center (USSRC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars ($10,000.00)** for FY 27.

READ, PASSED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 23rd day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA §
§
COUNTY OF MADISON §

AGREEMENT

THIS AGREEMENT IS MADE between the **U.S. SPACE & ROCKET CENTER** (hereinafter **"USSRC"**) 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, USSRC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

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

2. During said term, it is hereby agreed that USSRC 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 USSRC the sum of ten thousand dollars and no cents ($10,000.00) for fiscal year 2027, which began October 1, 2026, and ends September 30, 2027, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.

4. USSRC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, USSRC 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 USSRC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by USSRC 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 USSRC, nor shall USSRC 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, USSRC 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 USSRC and that officers, employees, and any other agents of USSRC are not nor shall they be deemed to be officers, employees, or agents of the City.

7. USSRC 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. USSRC 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 USSRC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.

10. USSRC 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.

U.S. SPACE & ROCKET CENTER

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 U.S. Space & Rocket Center is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

_____
Notary Public

CITY OF MADISON, ALABAMA **ATTEST:**

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

Date: _____

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

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

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

_____
Notary Public

EXHIBIT A

The U.S. Space & Rocket Center is engaged in the following activities:

- Include Madison businesses in the promotion of **Dare to Explore: Frontiers of Space** which is expected to draw spring and summer visitors to the Madison/Huntsville area, benefiting the restaurants, hotels and shops.

- Offer educational programs, community events, and exhibits that seek to improve the quality of life for the citizens of Madison, while complying with pandemic guidelines issued by the Alabama Department of Public Health.

RESOLUTION NO. 2026-451-R

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

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

Quantity	Description
1	Kubota Zero Turn Mower ZD1211 S#RCK60P-1200Z/11399/11418

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

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

READ, APPROVED, and ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 7021
(Existing Assets Number)

Section 2

Date: 10/21/2026 Department: Facilities & Grounds

Item Description: Kubota Zero Turn Mower ZD1211

Serial/Model #: S#RCK60P-1200Z/11399/11418 New: ☐ Used: ☑

Location: 400 Celtic Vendor Name:

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

Date Item Acquired: Unknown Cost or Donated Value: $ _____

Enhancements: _____

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

Signature: (Department Head or Designee) Date: 10-21-2026

********** TO BE COMPLETED BY CITY CLERK **********
(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

_____ Date: _____

_____

Signature, City Clerk-Treasurer Date

COMMENTS: _____

COPY: Requesting Dept. ☐ Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2026-471-R

AUTHORIZING PURCHASE OF TORO REELMASTER FROM OMNIA PARTNERS PURCHASING COOPERATIVE

WHEREAS, by virtue of passage of Resolution No. 2014-138-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the National IPA which has been acquired by Omnia Partners; and

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

WHEREAS, the Parks and Recreation Department has verified that Jerry Pate Turf & Irrigation, Inc., holds a valid Alabama business license and is an authorized distributor for The Toro Company, to which OMNIA has awarded a competitively bid contract (Contract Number 2023261) for said equipment; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept a quotation on behalf of the City of Madison, Alabama, for the purchase of one Toro Reelmaster 3100-D Sidewinder, said document to be substantially similar in purpose, intent, and composition to quotation attached hereto and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of November 2026.

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
604 28th Street North
Birmingham, AL 35203
800-700-7001
850-484-8596 (fax)
www.jerrypate.com

DATE: November 16, 2026
EXPIRATION DATE: Valid 30 Days
CPQ # 02690184

Exclusively For: City of Madison Parks and Recreation
Attention: Kelly Johnson
8324 Madison Pike
Madison, Alabama 35758

Proposed Order
Omnia Contract 2023261
Omnia Participant Number 5053679

[Ph#] 256-772-2552
[Email] kelly.johnson@madisonal.org
[Customer Acct#] 214901

Account Executive: Drew Atchley
205-365-5269 cell
datchley@jerrypate.com

Per your request, I am pleased to submit a proposal on the following equipment:

Qty	Model #	Description	Unit Price	Extension
Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice. ***PLEASE INITIAL HERE***_____				
1	**03171**	**Toro Reelmaster 3100-D Sidewinder 21.5 hp Kubota Diesel**	$ 56,277.63	**$ 56,277.63**
3	03189	27 Inch 8-Blade Radial Reel (RR) EdgeSeries		
1	03172	27 Inch Lift Arm Kit		
12	119-0626	Roller Shim		
1	119-0635	DPA Cutting Unit Tipper Kit		
12	3230-30	HOC - Extended Carriage Bolts (Higher Than 1 ½ Inches)		
3	03243	27 Inch Powered Rear Roller Brush for Cutting Units without Groomers		
1	C4351R	Cool Top Fan & Canopy		
1	136-3315	Wheel Weight Kit		
2	127-2796	Smooth Tire-Front		
1	120-7639	Smooth Tire-Rear		
		TelematicsGateway Lite Device (TGL) Standard		

Prices are subject to change to reflect OMNIA discounts from MSRP in effect on the date of shipment.

		Optional Toro Protection Plus		
1	CM535-03171	TPP 60 Month 3500h Comprehensive	$ 2,048.00	**$ 2,048.00**

Subtotal	**$**	**58,325.63**
Dealer Prep	**$**	**2,813.88**
Destination Fee	**$**	**630.00**
Total Proposal	**$**	**61,769.51**

Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.
Ask your Account Executive for more information today!

1-800-700-7001 • 301 Schubert Drive, Pensacola, Florida, 32504 • www.JerryPate.com

TORO ECHO Club Car

Jerry Pate Turf & Irrigation

Prices Do Not Include Sales Tax or Applicable Documentation Fees

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

Product Liability Disclaimer and Indemnification Clause

Product Liability Disclaimer

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company , and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

Indemnification Clause

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

Dispute Venue Clause

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return_____ _____

Signature Date

_____ _____

Print Name Title

Thank you, we appreciate your business!

RESOLUTION NO. 2026-472-R

A RESOLUTION AUTHORIZING THE RENEWAL OF A MAINTENANCE AND SOFTWARE LICENSE SUBSCRIPTION WITH UNICO TECHNOLOGY, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept on behalf of the City the renewal of a maintenance and software license subscription with UniCo Technology, LLC, for software and support services, according to a Quote dated October 29, 2026, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-473-R

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

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

QUANTITY	DESCRIPTION
9	Elkhart nozzles
1	TFT nozzle

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

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

READ, APPROVED, and ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of November, 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-475-R

A RESOLUTION AUTHORIZING A SCREENING LICENSE FROM CRITERION PICTURES FOR THE PUBLIC EXHIBITION OF A MOVIE EVENT

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City, a screening license agreement with Criterion Pictures for an outdoor film screening in the amount of four hundred fifty dollars ($450), pursuant to a document substantially similar in purpose, intent, and composition to the attached "Criterion Pictures General Terms & Conditions," 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 of the license, the Mayor or her designee shall be hereby authorized 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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of November, 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November, 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama



Telephone (800) 890-9494

LICENSING ORDER FORM

Billing Address

Contact Name: **Kory Alfred**

Organization Name: **City of Madison, AL** Department: **Parks & Recreation**

Street Address: **100 Hughes Road**

City, State, Zip Code: **Madison, AL 35758**

Email: **kory.alfred@madisonal.gov** Phone: **256-772-2553**

Screening Location: **Homeplace Park**

Address: **100 Shorter Street** City, State, Zip: **Madison, AL 35758**

Shipping Address (if different from billing)

Street addresses only, we are unable to ship to PO Boxes

Contact Name: _____

Organization Name: _____ Department: _____

Street Address: **8324 Old Madison Pike**

City, State, Zip Code: _____

Email: _____ Phone: _____

Screening Request Details

Movie Title(s): **Home Alone**

Screening Date(s): **December 12, 2026** ☐ Indoor ☒ Outdoor ☐ Drive-in*

*Please Note Drive-in events will require studio approval before booking

Venue Capacity: **250**
For Drive-ins please note maximum number of cars

Expected Audience Size: **100**
For Drive-ins please note number of cars

Charging Admission: ◯ Yes ⊗ No

Admission Cost/Ticket Price: _____
Total cost for admission/entry, including any fees or surcharges

Format: ☒ I will supply my own copy

☐ I want a copy shipped ☐ DVD or ☐ Blu-Ray -- PLEASE NOTE: $30 round-trip shipping (for contiguous US)

For DCP or 35mm, please consult with your account rep for availability/cost

FORM COMPLETED BY: Kory Alfred **DATE: 11/17/2026**

Sales Rep: Ryan Hedge

Last Revision: January 1, 2025

Criterion Pictures General Terms & Conditions

	• Movies are licensed for one show on the date and location provided in the confirmation (unless otherwise noted). Titles cannot be edited or copied. • Criterion Pictures reserves the right to revoke licensing should studios, in their sole discretion, choose to remove a title from availability after a booking has been placed. In the rare instances this happens you may reschedule the screening, substitute for an alternate available title, or cancel the event without obligation. • Criterion Pictures USA is NOT authorized to license screenings in commercially operated movie theaters without the express written consent from our studio partners. Criterion Pictures USA can address any questions about the venue at the time of the request.
	• To cancel a booking without penalty, Criterion Pictures must be notified in writing no less than 10 days prior to the scheduled screening date. For cancellations made **less** than 10 days in advance (weather related or otherwise) Criterion Pictures must be notified in writing by the next business day. Invoices will still be due based on the original screening date. • Cancelled screenings can be rescheduled for the same title only for a date no more than one year after the original screening date, dependent on title availability.
	• Payment is due in advance of the screening date for new customers, and no later than 30 days from the date of invoice for customers that have established credit. Criterion Pictures accepts all major credit cards, check, and purchase orders. Any check returned due to insufficient funds must be replaced by credit card or money order for the full amount and a service fee may apply.
	• Admission or suggested donations cannot be charged for the screening unless approved by Criterion Pictures at the time of booking. • Unless otherwise noted in writing at time of booking, if admission is charged (either individually or in combination with other screenings/ activities/food/etc.) clients must pay the quoted license fee or 50% of gross ticket sales, whichever is higher. • Sales tax and ticketing fees may be deducted from gross amounts if they are listed as separate fees at time of purchase by the customer. • Box office receipts specifying number of tickets sold and ticket price(s) must be submitted to Criterion Pictures within 2 business days of the final screening date. If box office receipts are not received within 30 days of a written request Criterion Pictures reserves the right to invoice as if the screening had sold out, based on the venue capacity and admission cost information provided on this form. • Exhibitor agrees that Criterion Pictures will have the right to retain an outside auditor to visit the offices of the Exhibitor and inspect all records necessary to confirm the amounts reported to and amounts due to Criterion. Criterion will bear the costs of such audit.
	• All copies of movies provided by Criterion Pictures must returned via UPS or FedEx on the first business day following the final screening date. Any media lost, stolen, or damaged in transit or otherwise must be immediately reported to Criterion Pictures. Materials not returned to Criterion Pictures may be subject to a replacement fee of up to $99. • Shipment requests must be made at least 2 business days before the screening date to allow time for shipment processing. Criterion Pictures is not responsible for cancelled screenings if not notified of missing/ malfunctioning/damaged materials at least 2 business days in advance.
	• There can be no promotion of the screening of any kind until Criterion Pictures provides written confirmation of the license. • Marketing material may only use official images/logos and no altering is permitted. • The following marketing is **not** allowed without written consent from Criterion Pictures in advance: Paid or in-kind advertising in print (including billboards/digital signage not at venue), television, or radio that lists the film title either as a stand-alone advertisement of series of events. Planned or solicited mass media coverage on television, radio, or newspapers prior to the screening. Press releases mentioning the film title. Merchandise using film title or utilizing any imagery/logos. • The following marketing is permitted: Social media posts (including promoted/boosted posts). E-mail and direct mail to a closed mailing list. Flyers/posters at or near the screening/organization location. Information about the screening on the exhibitor's website and/or phone number. • Exhibitor will confirm with Criterion Pictures before using any marketing methods not outlined here.
	• This form, coupled with pricing terms confirmed via e-mail at the time of booking, serves as the contracted terms and conditions for all bookings placed. • Additional order forms will not be necessary for future requests. This agreement, and all terms & conditions, will apply to all future bookings made by listed organization.

Exhibitor expressly agrees that a violation of any of the above Terms and Conditions may result in Criterion Pictures revoking the screening license, among other remedies that may be available to Criterion.

Name: **Ranae Bartlett, Mayor**

Date: **November , 2026**

Signature:_____

Attest:

_____

Lisa D. Thomas, City Clerk-Treasurer

Sales Rep: Ryan Hedge

Last Revision: January 1, 2025

RESOLUTION NO. 2026-476-R

A RESOLUTION AUTHORIZING TERMINATION OF A LICENSE AGREEMENT WITH MASTER GARDENERS OF NORTH ALABAMA

WHEREAS, the City of Madison authorized a license agreement with the Master Gardeners of North Alabama, Inc., to maintain a greenhouse and provide community gardening and educational activities at the Madison Community Center located at 1329 Huntsville-Browns Ferry Road, via Resolution No. 2025-068-R ; and

WHEREAS, the Master Gardeners of North Alabama, Inc., have requested the termination of said agreement; and

WHEREAS, the City assents to the termination of the agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the City Attorney and Parks and Recreation Director are hereby authorized to take all actions necessary to terminate the agreement described in this Resolution.

READ, APPROVED, and ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

www.mginfo.org
501 (c) (3) nonprofit Corporation
A Master Gardener organization since 1988

MASTER GARDENERS OF NORTH ALABAMA

30 October 2026

Gerald Smith, Director of Facilities and Grounds
CC: Legal Department
100 Hughes Road
Madison, Alabama 35758

Subject: Terminate License Agreement between Master Gardeners of North Alabama (MGNA) and the City of Madison

Greetings Mr. Smith:

I am writing to request the immediate termination of our License Agreement between Master Gardeners of North Alabama (MGNA) and the City of Madison regarding the MGNA Madison Greenhouse.

At your earliest convenience, **please** confirm in writing that our agreement has been terminated.

I would appreciate your prompt assistance. Please let me know if you require any additional information.

Sincerely,

Acacia Moore, MGNA President
Master Gardeners of North Alabama, Inc.
Charles Stone Agricultural Center
819 Cook Avenue
Huntsville, AL 35801
acaciamoore@att.net

cc: legal@madisonal.gov
Lilly Oaks, Regional Extension Agent

RESOLUTION NO. 2026-482-R

A RESOLUTION RATIFYING CONTRACTOR AGREEMENTS WITH STRUCTURE REMODELING, LLC, CONDITIONED AIR SOLUTIONS, LLC, STATE SYSTEMS, INC., & EQUIPMENT PURCHASE FROM TRANE U.S., INC., FOR REPAIRS TO FIRE STATION NO. 2

WHEREAS, pursuant to Section 39-2-2(f)(1) of the Code of Alabama, as amended, in case of an emergency for which a delay in remedying would cause immediate harm to a person or public property, contracts may be let to the extent necessary to meet the emergency without public advertisement or bidding; and

WHEREAS, pursuant to Section 39-2-2(f)(2) of the Code of Alabama, as amended, in case of an emergency affecting public health, safety, or convenience, as declared in writing by the awarding authority, setting forth the nature of the danger to the public health, safety, or convenience which would result from delay, contracts may be let to the extent necessary to meet the emergency without public advertisement; and

WHEREAS, Fire Station No. 2 within the City required immediate remediation due to an emergency affecting public health, safety, and convenience, and said Fire Station No. 2 has not been operable since the emergency condition was discovered, and due to the fact that Fire Station No. 2 is not operable, there is a danger to the public health, safety, and convenience, and a delay in remedying the conditions at the fire station would cause immediate harm to a person or public property; and

WHEREAS, the Facilities and Grounds Department has obtained pricing that is reasonable and fair, and the selected contractors are able to complete the project within the specified time to resolve the public emergency occasioned by the inoperability of Fire Station No. 2; and

WHEREAS, the City Council of the City of Madison, Alabama, desires to appropriate funding by transferring funding from the General Obligation Bond Collection Fund to the General Fund, with a corresponding appropriation in the Collection Fund for the operating transfer, and to amend the General Fund to recognize said transfer for the contracts provided in this Resolution;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that it hereby declares that the closure of Fire Station No. 2 is an emergency affecting public health, safety, or convenience, and emergency contracting agreements are necessary and proper on this occasion, and the Mayor's execution of contractor agreements for repairs to Fire Station No. 2 with Structure Remodeling, LLC, in the amount of two hundred twenty-five thousand dollars ($225,000), with Conditioned Air Solutions, LLC, in the amount of one hundred sixty-nine thousand nine hundred seventy-seven dollars ($169,977), with State Systems, Inc., in the

amount of nine thousand nine hundred seventy-three dollars ($9,973), and acceptance of proposal for purchase of HVAC equipment from Trane U.S., Inc., in the amount of fifteen thousand two hundred fifty-two dollars ($15,252) are hereby authorized, ratified, and confirmed 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 Agreements to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to transfer funding from the General Obligation Bond Collection Fund to the General Fund, to account in the Collection Fund for the operating transfer, to amend the General Fund to recognize said transfer for the contracts provided in this Resolution, and to forward payment in the amount and manner authorized by the Agreements 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 23rd day of November 2026.

_____
Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Exhibit A

ESTIMATE

256.658.3559

STRUCTURE REMODELING LLC

www.structureremodeling.com

P.O. Box 4001
Huntsville, Al 35815

Licensed/Insured
General Contractor

Date: 11/13/26

Client Name: James Dyer

Phone Number: 256.509.6570

Project Address: 1115 Hughes Road, Madison, AL 35758

Email Address: James.Dyer@madisonal.gov

ESTIMATE

COMMERCIAL RENOVATION: Repairs and renovations to Firehouse #2 to include:

- **Level 5 sheetrock finish on walls where the wallpaper was removed**
- **Painting sheetrock walls, primer and two coats – color TBD**
- **Painting all baseboard, doors, and door casing, two finish coats – color TBD**
- **Grind, stain, and seal concrete floors outside vehicle bays**
- **Installation of new 4x2 Acoustic tile drop ceiling – (Radar 2410 tiles)**
- **Install sheetrock in demoed bathroom**
- **Relocation of interior door unit for mechanical room from vehicle bay to corridor**
- **Debris removal and final cleaning**

NOT INCLUDED:

The following items are specifically excluded from this Bid-Proposal and are to be provided by the Buyer:

- Architectural and MEP drawings
- Installation of an alarm system

- Fire alarm and sprinkler system
- Unforeseen items found during demolition that require repair/replacement
- Mechanical, electrical or plumbing
- Any work outside of the listed scope of work above

Total Estimated Cost for work above: $225,000.00

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of November 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and Structure Remodeling, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

1. **Scope of Work**: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform repairs and renovations to Madison Fire Station No. 2, located at 1115 Hughes Road, Madison, AL 35758, (the "Work") in accordance with the plans, specifications, and directions contained in the following exhibits, which are attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor's proposal dated November 13, 2026

2. **Compensation**: For the above described work as and when satisfactorily performed, Owner agrees to pay Contractor by monthly progress payments for the total sum not to exceed **two hundred twenty-five thousand dollars ($225,000.00)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner's forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

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

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

5. **Time of the Essence**: Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should

Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

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

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

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

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

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

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or

continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

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

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

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this

Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

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

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

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

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

21. **Notices**:

All notices to the City shall be addressed as follows:
City of Madison Facilities and Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department

Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:
Structure Remodeling, LLC
P.O. Box 4001
Huntsville, Alabama 35815

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

City of Madison, Alabama,
a municipal corporation

By: Ranae Bartlett
Ranae Bartlett, Mayor

Date: November 18, 2026

Attest:

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this 18th day of November 2026.

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

Notary Public

STRUCTURE REMODELING, LLC

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

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

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

_____
Notary Public

Exhibit A

CONDITIONED AIR SOLUTIONS
PLUMBING · AIR · ELECTRIC

200 Dan Tibbs Road • Huntsville, AL 35806 • ConditionedAirSolutions.com
256-428-1983 office • 256-859-5512 fax • AL #08093

November 16, 2026

City Of Madison

Re: Fire Station #2

We offer for your review our proposal for removal of all HVAC ducting and units. We will reuse existing copper for new units. We will run all new duct as it is currently run. We will set all new equipment provided by owner. We will use existing controls wiring and t-stats and connect to new units.

Price quote to include the following:

- **Duct Systems**
  - Fabricated metal ducting with external insulation where shown for main trunklines
  - Round 26g metal single wall pipe, with R-8 fiberglass wrap insulation for the branch ducts with flexible connections under 5'
  - Take-offs with volume dampers
  - Ceiling diffusers, return grills, volume dampers per drawings
  - Transfer grilles as shown
  - Hangers and supports as required

- **Additional items**
  - Test & Balance Report
  - Mechanical permit and inspection fees
  - Project manager to oversee schedules
  - System start-up and verification of correct operation
  - All labor and materials to complete project per engineer's design specifications

Price quote to exclude the following:

- Electrical power supply, breakers, boxes of any kind to units, control boxes, exhaust fans or convenience outlets
- Fire alarm panel connections or shutdown
- No vehicle exhaust removal system
- No upgraded Mechanical drawings needed (if required will be billed separately)
- No new exhaust fans
- No new kitchen hood or ducting or wrap
- Equipment provided by owners
- Permit pulled with no fees to Conditioned Air Solutions nor owner (provided by the city)

Our price for this scope of work shall be: $ 169,977.00

Invoices will be submitted monthly (progress billing) based on completion percent.

If applicable, we will submit any change orders in writing and will need to have signed approval before beginning work.

Please call if you have any questions. Thank you for the opportunity to work with you on this project.

Sincerely,

Chris Simmons

Conditioned Air Solutions

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of November 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and Conditioned Air Solutions, LLC, hereinafter referred to as the "Contractor".

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform removal of existing HVAC equipment and installation of new HVAC equipment provided by Owner at Madison Fire Station No. 2, located at 1115 Hughes Road, Madison, AL 35758, (the "Work") in accordance with the plans, specifications, and directions contained in the following exhibits, which are attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor's proposal dated November 16, 2026

2. Compensation: For the above described work as and when satisfactorily performed, Owner agrees to pay Contractor by monthly progress payments for the total sum not to exceed **one hundred sixty-nine thousand nine hundred seventy-seven dollars ($169,977.00)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner's forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

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

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

5. Time of the Essence: Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule

can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

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

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

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

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

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

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

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

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

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

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

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

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

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

21. **Notices**:

All notices to the City shall be addressed as follows:
City of Madison Facilities and Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
Conditioned Air Solutions
200 Dan Tibbs Road
Huntsville, Alabama 35806

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

City of Madison, Alabama,
a municipal corporation

By: Ranae Bartlett
Ranae Bartlett, Mayor

Date: November 18, 2026

Attest:

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this 18th day of November 2026.

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

Notary Public

CONDITIONED AIR SOLUTIONS, LLC

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

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

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

_____
Notary Public

Exhibit A

fire protection statesystems inc.
protecting life & property

3215 6th Ave SW, Huntsville, AL 35805
(256) 518-9000

November 13, 2026

Proposal For: City of Madison – Fire Station 2 – 1115 Hughes Rd, Madison, AL 35758

We are pleased to offer the following proposal for your consideration:

1. Fire Alarm Labor ($198/hr – 8 hours - $1584)
2. Miscellaneous Materials ($250)
3. Kitchen Hood Bottle Reinstallation ($135/hour – 4 hours - $540)

Grand Total - $2374.00

All work performed during State Systems Inc. normal working hours Mon-Fri 7AM to 4PM. *No other work included that is not specifically listed above.* ***Applicable tax not included.***

Labor Only Scope: *SSI will reinstall the fire alarm devices that were removed originally. Also included is the certification and reinstallation of the Kitchen Hood tanks. Any required installation materials are included in the price listed. Any additional equipment, materials or labor will be charged separately.*

Respectfully,

Brad Bass
State Systems Inc.

ACCEPTANCE OF PROPOSAL: The above pricing is satisfactory and hereby accepted. You are authorized to do the work as specified.

Rana Bartlett	Mayor	11/ 18/2026
OWNER OR OWNER REPRESENTATIVE	TITLE	DATE

Attest:
Lisa D. Thomas
City Clerk - Treasurer

fire protection statesystems inc.
protecting life & property

3215 6th Ave SW, Huntsville, AL 35805
(256) 518-9000

Terms and Conditions

TERMS: Progress billing (subject to credit approval), State Systems, Inc. will bill for any materials delivered or work performed by the end of the month due and payable on or before the 15th of the following month. Any alterations or deviations involving costs will be executed only upon written orders and will become an extra charge over and above this quoted price. It is agreed that State Systems, Inc. may assess us and we agree to pay, reasonable late charges, as permitted by law, collection agency fees and other costs associated with their collection efforts including but not limited to the payment of reasonable attorney fees and court costs. The laws of the State of Tennessee shall govern our relationship.

WARRANTIES: It is State Systems' intention to have every article it sells give complete satisfaction. To achieve this, we make every effort to maintain high standards of workmanship, materials and inspection of our products. Therefore, the materials furnished under this contract will be guaranteed against defects in material for a period of **one (1)** year after delivery. Labor is guaranteed for **one (1)** year.

WORKING CONDITIONS: State Systems, Inc. will provide installation and technical support during normal business hours. After hours support is available at an additional fee.

This quote is valid for 30 days

Exhibit B

statesystems
protecting life & property

From	State Systems 3215 6th Ave SW Huntsville AL 35805

Quote No.	2020437
Type	Repair
Prepared By	Paul Shutt-295
Created On	11/13/2026
Valid Until	12/25/2026

Quote For	CITY OF MADISON FIRE STATION #2 (FIRE HOUSE/FACILITIES) CITY OF MADISON 1115 HUGHES RD MADISON AL 35758 256-772-5692

Description of Work

- Add flex dops to 47 pendant fire sprinkler to fit new ceiling layout, celing was removed and will be replaced with new drop ceiling.
- Conduct 5 year internal inestigation to check for pipe integrity on dry system which has had several corrosion leaks in recent years. Conducting this investigation at this time is ideal due to availability to all pipe locations that have been unaccessable with ceiling installed.
- Test for leaks and functionality.
- No service fee for this project.
- Hourly rate reduced.

Services to be completed

[Sprinkler] Location - Building

Replace sprinkler heads to fit new ceiling layout. Replace all frire sprinklers per code.
Hydrotest for leaks.

Code	Parts, Labor, and Items	Quantity	Unit Price	Total
SP4	AL SPRINKLER LABOR	32	$95.00	$3,040.00
	Fire sprinkler material	47	$97.00	$4,559.00
			GRAND TOTAL	**$7,599.00**

Terms and Conditions

TERMS AND CONDITIONS: Upon credit approval, billing will be monthly for material delivered and work performed during the month, due and **payable within 30 days of invoice date**. It is agreed that State Systems, Inc. may assess us, and agree to pay, reasonable late charges, as permitted by law, collection agency fees and other cost associated with their collection efforts including but not limited to the payment of reasonable attorney fees and court costs. The laws of the State of Tennessee shall govern our relationship.

Any alterations or deviations involving extra costs will be executed only upon written orders, and will become an extra charge in addition to the quoted price.

WARRANTIES: State Systems, Inc. intends to have every article it sells give complete satisfaction. To achieve this, we make every effort to maintain high standards of workmanship, materials and inspection of our products. Therefore, all materials and equipment furnished under this agreement will be guaranteed against defects in material and workmanship for a period of one (1) year after delivery. Our labor is warranted for ninety (90) days.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: Ranae Bartlett, Mayor Date: 11/18/2026

Signature: Ranae Bartlett

Attest:
Lisa D. Thomas
City Clerk - Treasurer

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this 19th day of November 2026, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as "Owner", and State Systems, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform repairs, inspections, and equipment reinstallation to Madison Fire Station No. 2, located at 1115 Hughes Road, Madison, AL 35758, (the "Work") in accordance with the plans, specifications, and directions contained in the following exhibits, which are attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor's proposal for fire alarm labor, miscellaneous materials, and kitchen hood bottle reinstallation dated November 13, 2026

Exhibit B. Contractor's Quote No. 2020437 for sprinkler system services dated November 13, 2026

2. Compensation: For the above described work as and when satisfactorily performed, Owner agrees to pay Contractor by monthly progress payments for the total sum not to exceed **nine thousand nine hundred seventy-three dollars ($9,973.00)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner's forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

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

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

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

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

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

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

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

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

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

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

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

12. **Termination**: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

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

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

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

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

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

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

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

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

21. **Notices**:

All notices to the City shall be addressed as follows:
City of Madison Facilities and Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
State Systems, Inc.
3215 6th Avenue SW
Huntsville, Alabama 35805

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

City of Madison, Alabama,
a municipal corporation

By: Ranae Bartlett
Ranae Bartlett, Mayor

Date: November 18, 2026

Attest:

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand and official seal this 18th day of November 2026.

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

Notary Public

STATE SYSTEMS, INC.

By: _____

Printed: Brad Bass

Its: Account Executive

Date: 11/19/26

STATE OF AL §
§
COUNTY OF Madison §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Brad Bass, whose name as Account Ext. of State Systems, 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, 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 19th day of November, 2026.

_____
Notary Public

MELISSA K. BROWN
NOTARY PUBLIC
STATE OF TENNESSEE
NOTARY PUBLIC
COUNTY OF SHELBY
COMM. EXP. MAY 22, 2029

Proposal

Proposal is valid for 15 days.
Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For: Madison City Of

Date: November 17, 2026

Job Name:
Madison City - Firehouse 2 Split Systems

Proposal Number: J8-60265-9375-1
Opportunity ID: 8947484

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - VRF Accessory (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	ACC	1	VRF Accessory (JV_ACC)	

Product Data - VRF Accessory
Item: A1 Qty: 1 Tag(s): ACC
1 X88-721 Maxi Blue Diamond Pump 115-230V
1 PLP-41EAEU 3x3 Ceiling Cassette iSee Panel

Tag Data - VRF Controls (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	STAT	1	VRF Controls (JV_CTRL)	

Product Data - VRF Controls
Item: B1 Qty: 1 Tag(s): STAT
1 TAR-42MAAUB Deluxe Wired MA Controller

Tag Data - Ductless Split (P Series) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	MS-1	1	Ductless Split (P Series) (JV_P)	

Product Data - Ductless Split (P Series)
Item: C1 Qty: 1 Tag(s): MS-1
Standard Ship Cycle
PUY-AK18NL R-454B Cooling-Only Pseries Outdoor Unit 18MBH
PLA-AE18NL R-454B 3'x3' 4-Way Cassette Indoor Unit 18MBH

Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
D1	3T SS	1	1.5 - 5 Ton Unitary Split Systems (SSC)	5TWR7036A1 - 5TEM6D04AV31S

Product Data - Split System Air Conditioning Units (Small)
Item: D1 Qty: 1 Tag(s): 3T SS

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R-454B Refrigerant
5TWR7 Split System Two Stage Heat Pump Outdoor Unit, R-454B
3 Ton Nominal Cooling Capacity
200-230/60/1
5TEM - Air Handler, R-454B
Multi-position upflow/downflow/horizontal left/horizontal right
23.5" Cabinet Width
24 - 42 MBH Cooling Capacity
Variable Speed Motor
3 Tons
208-230/60/1
24 Volt Controls
7.21/9.60 kW Htr w/Ckt Brk 208/240/1 (Field Installed)
External Filter Rack (Field Installed)

Mini Split on 7 day lead time, 3T split on 5 week lead time

Total Net Price *(excluding sales tax)* ..... $ 15,252.00

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status: Taxable ☐ Exempt ☐	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: https://trane.certifytax.com/custportalas.aspx . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: financial_services-tax_department@tranetechnologies.com.

Sincerely,

Eli Elkins
Trane U.S. Inc.
301 James Record Road
Building 200, Suite 100
Huntsville, AL 35824
Office Phone: (256) 850-7600

This proposal is subject to your acceptance of the attached Trane terms and conditions.

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TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating, or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

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

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup**. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING., ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both

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at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

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

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets, and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery, or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point, and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all

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previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow-down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

1-26.130-4 (0326)
Supersedes 1-26.130-4(0225)

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SECURITY ADDENDUM

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

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.

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

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

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12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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Consignor Info
Lisa Thomas
City Of Madison
100 Hughes Road
Madison, Alabama 35758
United States

From
Fowler Auction & Real Estate Service, Inc.
8719 Highway 53 ·
Toney, Alabama 35773

Fall Consignment Auction: Farm/Construction/Heavy Equipment, Trucks, Vehicles & Trailers
Statement #: 48388-Marknet-1737107-1
Consignor: Marknet-1737107
Date: 11/2/2026

Lot #	Title	Bid	Total
139	**2002 Saulsbury Emergen Firetruck; 131,142 miles; VIN 4EN3BCA8821005781**	$4,300.00	$4,300.00
140	**1994 Chevrolet PU Truck; 113,597 miles; VIN 1GCFC24K3SZ246760**	$825.00	$825.00
141	**2006 Chevrolet Impala; 116,255 miles; VIN 2G1WS551369429434**	$1,850.00	$1,850.00
142	**2014 Dodge Charger; 179,849 miles; VIN 2C3CDXAT0EH155612**	$575.00	$575.00
143	**2008 Dodge Charger SE; 146,395 miles; VIN 2B3LA43H58H134272**	$1,700.00	$1,700.00
144	**2012 Dodge Charger; 141,671 miles; VIN 2C3CDXAT5CH305484**	$600.00	$600.00
145	**2004 Ford Expedition; 207,896 miles; VIN 1FMPU16L84LA39039**	$900.00	$900.00
146	**2001 Ford F-150 XL 4x4 PU; 144,244 miles; VIN 1FTRX18LX1NA58113**	$3,300.00	$3,300.00
147	**2010 Ford Crown Victoria; 134,794 miles; VIN 2FABP7BV9AX12643**	$1,700.00	$1,700.00
148	**2005 Ford Crown Victoria; 191,794 miles; VIN 2FAFP71W05X171878**	$1,350.00	$1,350.00
149	**2010 Dodge Nitro 4x4; 151,387 miles; VIN 1D4PU2GK4AW153343**	$1,650.00	$1,650.00
150	**2011 Ford Crown Victoria; miles unavailable; VIN 2FABP7BV8BX157159**	$675.00	$675.00
151	**2013 Dodge Charger; 177,635 miles; VIN 2C3CDXAT9DH722303**	$825.00	$825.00
152	**1999 Ford E-350 Super Duty Van; 116,518 miles; VIN 1FBSS31LXXHA29888**	$675.00	$675.00
153	**2012 Dodge Charger; 139,843 miles; VIN 2C3CDXAG6CH240146**	$1,300.00	$1,300.00
154	**2010 Ford-150 LGT 4x4 PU; 167,163 miles; VIN 1FTMF1EV3AKB68344**	$3,800.00	$3,800.00
155	**2012 Dodge Charger; miles unavailable; VIN 2C3CDXAGXCH148182**	$525.00	$525.00
Totals		**$26,550.00**	**$26,550.00**

Commission: No Commission

Subtotal:	$26,550.00
Expenses:	$0.00
Commission Total:	$0.00
Statement Total:	**$26,550.00**
Payments:	$0.00
Balance:	$26,550.00

RESOLUTION NO. 2026-457-R

AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR THE PURCHASE OF SEVEN OCTOBER GLORY MAPLE TREES FROM CATBIRD SEAT NURSERY

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City's budget; and

WHEREAS, the City Council finds that an expenditure of public funds to provide funding for the purchase of seven October Glory Maple trees for planting at locations within the City of Madison serves a public purpose; and

WHEREAS, Catbird Seat Nursery has quoted a total purchase price of nine hundred forty-five dollars and zero center ($945.00) for the seven trees; and

WHEREAS, the Facilities and Grounds Department will plant the trees at locations selected by the Council members;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure not to exceed nine hundred forty-five dollars and zero cents ($945.00), is authorized from the Council Special Projects budget for the above-described purchase, as described in the attached quotation dated October 7, 2026, and the Finance Director is hereby authorized to forward payment for said trees in the amount and manner authorized by this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

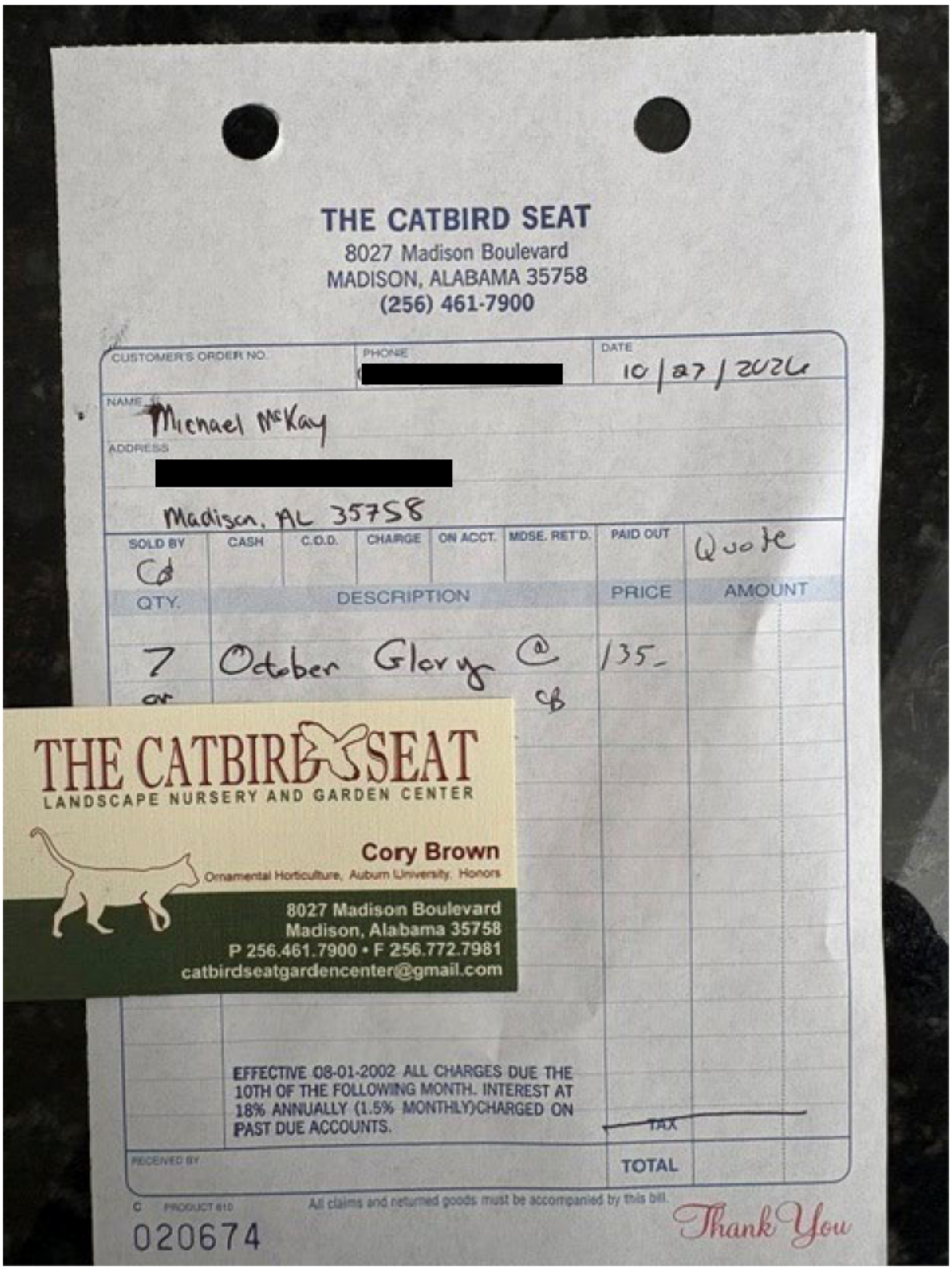
_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama



THE CATBIRD SEAT
8027 Madison Boulevard
MADISON, ALABAMA 35758
(256) 461-7900

CUSTOMER'S ORDER NO. | PHONE [redacted] | DATE 10/27/2026

NAME Michael McKay
ADDRESS [redacted]
Madison, AL 35758

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	PAID OUT
CB						Quote

QTY.	DESCRIPTION	PRICE	AMOUNT
7	October Glory @ CB	135	

THE CATBIRD SEAT
LANDSCAPE NURSERY AND GARDEN CENTER

Cory Brown
Ornamental Horticulture, Auburn University. Honors

8027 Madison Boulevard
Madison, Alabama 35758
P 256.461.7900 • F 256.772.7981
catbirdseatgardencenter@gmail.com

EFFECTIVE 08-01-2002 ALL CHARGES DUE THE 10TH OF THE FOLLOWING MONTH. INTEREST AT 18% ANNUALLY (1.5% MONTHLY)CHARGED ON PAST DUE ACCOUNTS.

TAX
RECEIVED BY
TOTAL

C PRODUCT 610 All claims and returned goods must be accompanied by this bill.
020674

Thank You

RESOLUTION NO. 2026-469-R

A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN OF THE CITY AND TO PROVIDE FOR THE REORGANIZATION OF THE BUILDING DEPARTMENT

WHEREAS, the City of Madison has assigned certain positions to the job classification plans of the City and has established pay ranges for those positions; and

WHEREAS, the City of Madison desires to modify the classification plans to reflect current needs of the City;

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of November 2026, that the following changes be made to the Classification Plans, to be effective the beginning of the pay period following adoption of the resolution:

Position Changes, General Classification Plan:

- Permit & Administrative Services Supervisor, Pay Grade 107
- Lead Building Inspector, Pay Grade 110

BE IT FURTHER RESOLVED that the reorganization of the Building Department as provided in the organizational chart, which is an attachment to this Resolution, is hereby authorized, and the removal of the positions of Deputy Building Official (Grade 113) and Executive Assistant – Building (Grade 105) is hereby confirmed.

READ, APPROVED, and ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description

Title: Lead Building Inspector

Department: Building

FLSA Status: Non-Exempt

Pay Grade: 110

New Position ☒ Position Change ☐ Revision Date 11/5/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

Serves as the senior technical lead for the Building Department's field inspection function. Performs the most complex residential and commercial inspections of structural, framing, plumbing, gas, electrical, and mechanical installations; coordinates daily inspection workload among Building Inspectors; trains and mentors inspectors; reviews inspection work for accuracy and consistency; and serves as the department's primary technical resource on adopted code interpretation. Approves official documents permitting building construction, remodeling, renovation, demolition, and occupancy. This is a lead worker classification with no supervisory authority.

Essential Functions/Major Responsibilities:

- Performs field inspections of all permitted structures, with primary responsibility for large, complex, or high-risk commercial, multi-family, and mixed-use projects, including framing, structural, plumbing, gas, electrical, and mechanical installations.
- Approves new structures for occupancy subject to approved inspections based on minimum adopted code requirements.
- Serves as lead worker for Building Inspectors: coordinates and balances daily inspection routes and workload, under the direction of the Deputy Building Official, to meet inspection turnaround standards.
- Reviews completed inspection reports and field findings of other inspectors for accuracy, completeness, and consistent code application; identifies errors and works with inspectors to correct them in a constructive manner.
- Provides on-the-job training, mentoring, and technical guidance to Building Inspectors and new employees, including field ride-alongs, onboarding of newly hired inspectors, and preparation for ICC certification examinations.
- Serves as the primary technical resource for difficult or disputed code interpretations; researches code questions and recommends interpretations and alternate methods or materials to the Deputy Building Official and Chief Building Official.

- Responds to escalated contractor and public concerns regarding inspection results; explains code requirements and the basis for them.
- Places stop work orders on jobs where no permit has been obtained or where work presents an imminent hazard, and issues correction notices as required.
- Inputs inspection results into the automated inspection and permitting software program using a desktop, laptop, notebook, or tablet computer, and completes all required inspection documentation.

Secondary Functions:

- Reviews residential and commercial building plans for code compliance and assists with plan review backlog as assigned.
- Approves building permits and trade permits.
- Interfaces with Engineering, Fire Marshal, Planning, utility departments and authorities, and other departments during the construction process until a certificate of occupancy or completion is issued.
- Assists in developing and updating inspection checklists, standard operating procedures, and training materials to promote consistency across the inspection team.
- Assists with research and recommendations related to the adoption of new or amended building and trade codes, and helps prepare inspectors for code changes.
- Provides input to the Deputy Building Official regarding inspector training needs and observed work quality.
- Participates in post-disaster damage assessments and emergency inspections following storms or other civil emergencies.
- Maintains knowledge and proficiency of current minimum code standards for residential and commercial construction, including plumbing, gas, electrical, and mechanical minimum standards.
- Performs other related duties as required.

Job Scope:

- Performs duties with minimal direction, operating from established policies, procedures, and adopted codes.
- Decisions are made within constraints of adopted construction codes with wide latitude to adapt and apply code requirements to specific and complex situations.
- Requires a high degree of independent judgment and technical decision making; decisions and interpretations frequently serve as guidance for other inspectors.
- Priorities are set by departmental policy and assignments made by the Deputy Building Official, Chief Building Official, or Director of Building.
- Consequences of error can be extensive, including loss of life, damage to property, and significant liability for the City; errors may also be replicated across the inspection team through training and guidance provided by this position.
- Serves as the designated lead worker for Building Inspectors on an ongoing basis.

Supervisory Responsibility:

None. This position serves as a lead worker by coordinating work assignments, training, and reviewing the technical work of Building Inspectors. It does not have authority to hire, terminate, discipline,

promote, or formally evaluate the performance of employees, and does not approve leave or timesheets. These responsibilities remain with the Deputy Building Official and Building Director/Chief Building Official.

Interpersonal Contacts:

- Building Inspectors: daily, complex, assigning and coordinating work, training, reviewing inspection results, and resolving technical problems.
- Contractors, Architects, and Engineers: frequent and complex communications concerning code requirements, inspection results, and resolution of disputed findings.
- Public: moderately frequent, moderately complex, explaining code requirements and the reasons for them.
- Deputy Building Official: daily, complex interactions concerning inspection workload, code interpretations, training, and the overall functioning of the Building Inspection function.
- Director of Building: frequent, complex interactions of a technical nature concerning code interpretations, escalated matters, and construction.
- Other City Departments (Engineering, Fire Marshal, Planning, Legal): moderately frequent, complex coordination on projects and enforcement matters.

Knowledge, Skills, and Abilities:

- Extensive, expert knowledge of adopted building, residential, electrical, mechanical, plumbing, fuel gas, swimming pool, energy conservation, life safety, fire prevention, accessibility, and other building and trade codes.
- Knowledge of construction methods, materials, and structural principles for residential and commercial construction.
- Ability to conduct thorough field inspections of new and remodeled residential and commercial structures and associated plumbing, gas, electrical, and mechanical components.
- Ability to review building and trade plans to identify code deficiencies.
- Ability to review the work of field inspectors and correct errors in a constructive manner.
- Ability to train, mentor, and lead other inspectors and to coordinate team workload without formal supervisory authority.
- Ability to explain complex technical requirements clearly, both verbally and in writing, and to handle difficult or contentious interactions with professionalism.
- Ability to use permitting and inspection software, mobile devices, and standard office software.
- Ability to drive a four-wheel vehicle off road.
- Ability to continuously grow in technical knowledge through study and participation in code-related examinations and continuing education required to maintain certifications through nationally recognized accreditation agencies.

Education and/or Experience:

- High school diploma or equivalent with five (5) years of related experience, at least three (3) of which were as a certified Building Inspector performing both residential and commercial inspections;
- OR licensure as an Alabama General Contractor or Homebuilder with at least five (5) years of related experience, at least three (3) of which were as a certified Building Inspector;

- OR any equivalent combination of education and experience that provides the required knowledge, skills, abilities, and certifications.
- Experience leading, training, or mentoring other inspectors is preferred.

Additional Requirements:

- Must possess, at the time of hire, current ICC certifications as Residential Building Inspector (B1) and Commercial Building Inspector (B2).
- Must obtain ICC Building Plans Examiner (B3) certification within twelve (12) months of appointment, if not held at hire.
- Must obtain ICC Residential Combination Inspector or Combination Inspector certification within twenty-four (24) months of appointment, if not held at hire.
- Must maintain all required certifications in good standing, including completion of required continuing education.
- ICC Certified Building Official (CBO), Certified Fire Inspector, or Certified Floodplain Manager (CFM) certifications are preferred.
- Must possess and maintain a valid Alabama driver's license.

Job Conditions:

- Position splits time approximately 20% in office and 80% in field.
- May require flexibility to work additional hours when needed to complete projects and assignments.
- May involve callout work in case of storms or other civil emergencies.
- Field work is often done in rain and other inclement weather.
- Field work is often done at job sites with dangerous conditions such as incomplete structures, paint and other chemicals on-site, electric tools in use, noise, etc.
- Must maintain a strong driving record for city insurance purposes and record may be periodically checked by the City.
- Strong background record required, due to frequent interaction with the public.

Physical Capabilities:

- This position's physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Ability to be mobile in order to climb into and out of ditches, attics, buildings, crawlspaces, and other tight and difficult places for inspection.
- Ability to communicate verbally and in writing with the public.
- Ability to work around specific chemicals required for building construction.
- Ability to stand/sit for extended periods of time.
- Must be able to drive.

Mayor Approval, Date

Department Head Approval, Date

City of Madison

Job Description

Title: Permit & Administrative Services Supervisor

Department: Building

FLSA Status: Non-Exempt

Pay Grade: 107

New Position ☒ Position Change ☐ Effective Date 11/23/2026

The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.

General Position Summary:

Under the general direction of the Building Director, this position serves as the working lead and trainer for the Building Department's permit counter while continuing to provide confidential, high-level administrative support to the Department Head. The position trains, assigns, coordinates, and reviews the work of Permit Specialist staff and serves as the department's primary resource on permitting procedures, permitting software, cash handling, and records retention, ensuring consistent, accurate, and timely service to the public and contractors. Administrative responsibilities include payroll and timekeeping, budget and accounts payable support, preparation of confidential correspondence and reports, records management, and coordination of meetings and departmental projects. This is a lead position; it does not carry authority to hire, terminate, or impose discipline, but provides input to the Building Director on those matters. Work requires a high level of confidentiality, sound judgment, and independent decision-making within established City policies, ordinances, and adopted codes.

Essential Functions/Major Responsibilities:

Lead and Training Responsibilities

- Trains new and existing Permit Specialists on permit intake, processing, and issuance; permitting software; contractor license verification; serves as backup to cash handling and daily balancing; inspection scheduling; Certificates of Occupancy and utility releases; and records retention. Develops and maintains training materials, checklists, and desk procedures, and documents completion of training.
- Assigns, coordinates, and prioritizes the daily work of Permit Specialist staff; schedules counter and telephone coverage, including break and leave coverage, to ensure continuous customer service.
- Reviews permits, receipts, daily cash reports, inspection paperwork, and other work products of Permit Specialist staff for accuracy, completeness, and compliance with City ordinances, adopted codes, and departmental procedures; identifies errors and provides corrective guidance.
- Serves as the first point of escalation for complex permit questions, customer complaints, and disputes; resolves issues within established guidelines and refers matters requiring code interpretation or approval to the Chief Building Official or other authority having jurisdiction.

- Provides input to the Building Director regarding Permit Specialist performance, training needs, and work assignments; reports conduct or performance concerns to the Building Director for action.
- Recommends and implements improvements to permit-counter workflows, forms, handouts, and procedures; maintains the department procedural manual to ensure consistent performance of routines.
- Performs Permit Specialist duties as needed, including receiving, processing, and issuing permits; verifying contractor licensing; issuing Certificates of Occupancy and utility releases upon required approvals; receiving and accounting for funds; and receiving and scheduling inspection requests.

Administrative Responsibilities

- Provides responsible, complex, and confidential administrative support to the Building Director; prepares and proofreads correspondence, reports, and memoranda, many of which are confidential and sensitive in nature; independently composes correspondence not requiring the attention of the Department Head.
- Prepares department payroll for processing; reviews and verifies employee timekeeping; tracks overtime and leave usage; and retains payroll records in accordance with City policy and Fair Labor Standards Act recordkeeping requirements.
- Assists the Building Director with budget preparation, purchasing, accounts payable, and tracking of expenditures and account balances.
- Compiles, maintains, and distributes construction data, permit and revenue statistics, and required or periodic reports.
- Maintains departmental records, files, logs, and confidential personnel files; oversees scanning, archiving, retention, and disposition of records in compliance with the Alabama Local Government Records Commission retention schedules.
- Maintains the Building Director's calendar; arranges meetings and appointments; prepares agendas, materials, and minutes; makes travel arrangements and prepares related expense reports.
- Performs other related duties as assigned by the Department Head.

Secondary Functions:

- Provides backup coverage for other administrative positions within the department and assists other departments as directed by the Building Director.
- Assists in maintaining and updating permit applications, forms, handouts, informational materials, and related website content.
- Picks up and delivers documents from other City offices.
- Performs other related duties as required.

Job Scope:

- Works under the general supervision of the Building Director and exercises independent judgment within established City policies, adopted ordinances, and codes.
- Establishes priorities for own workload and for the daily work of Permit Specialist staff based on need for immediate action, work objectives, and schedules.
- Errors in permit issuance, cash handling, payroll, or records management have the potential to create financial or legal liability for the City.

- Works under pressure, processes a high volume of paperwork and customer interaction, and is frequently interrupted while maintaining a high degree of accuracy.
- Strong attention to detail required due to work with permanent records and management of varying retention requirements.
- Assists in departmental budget preparation and accountability tracking; no independent budgetary authority.
- Punctual and dependable.

Supervisory Responsibility:

Serves as lead worker over Permit Specialist staff: trains, assigns, coordinates, and reviews work, and provides input to the Building Director on performance. This position does not have authority to hire, terminate, or impose discipline; formal supervisory authority remains with the Building Director.

Interpersonal Contacts:

- Public, applicants, contractors, subcontractors, and vendors: simple to moderately complex transactions, very frequent, including resolution of escalated complaints.
- Permit Specialist staff: training, work direction, and review, daily.
- Inspectors, the Chief Building Official, and other City departments and agencies: moderately complex, frequent.
- Building Director: confidential and sensitive matters requiring a high level of discretion, frequent.

Knowledge, Skills, and Abilities:

- Thorough knowledge of permit intake, processing, and issuance procedures; contractor licensing requirements; and the administrative provisions of adopted building and trade codes.
- Knowledge of principles and practices of training, work coordination, and lead-level oversight of staff.
- Knowledge of office and records management practices, including Alabama local government records retention requirements.
- Knowledge of payroll and timekeeping practices, basic budgeting, and accounts payable procedures.
- Proficiency with Microsoft Office (including advanced Word and Excel, and Outlook) and the City's permitting, financial, and payroll software (New World Systems or successor systems).
- Skill in cash handling, documenting receipts, and balancing daily cash reports.
- Ability to train others clearly and patiently, provide constructive feedback, and model consistent application of policies and procedures.
- Demonstrated ability to work with confidential and highly sensitive information and to exercise a high level of judgment and discretion.
- Ability to remain calm and resolve disputes or complaints effectively under stressful and time-sensitive conditions.
- Ability to prioritize, organize, schedule, and follow up on multiple tasks with frequent interruptions.
- Ability to produce clearly organized written documents using proper English grammar, punctuation, and sentence structure.
- Ability to make mathematical calculations rapidly and accurately.

- Ability to work independently with minimal supervision and to take initiative.
- Strong interpersonal and team skills.

Education and/or Experience:

- High school diploma or GED required; additional coursework in business, office administration, or a related field preferred.
- Three (3) years of progressively responsible administrative, permitting, or customer service experience, including at least one (1) year performing building permit processing duties; or an equivalent combination of education and experience.
- Prior experience training or leading others preferred.
- International Code Council (ICC) Permit Technician certification preferred.

Additional Requirements:

- Strong background record required, due to access to employee and City records, funds, and data, and frequent interaction with the public.
- Valid driver's license for City-related errands. Must maintain an acceptable driving record for City insurance purposes; record may be periodically checked by the City.
- Must maintain a professional demeanor, appearance, and work area as a departmental representative to the public.

Job Conditions:

- Normal office and public-counter working conditions.
- Job may require occasional overtime, weekend work, or attendance at evening meetings with minimal notice.
- Fast-paced environment with frequent interruptions; break times may need to be scheduled flexibly to maintain counter coverage.

Physical Capabilities:

- This position's physical requirements involve sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.
- Ability to be mobile in order to handle boxes of documents and files, operate various office equipment, perform a high volume of filing, and assist customers at the counter.
- Ability to communicate effectively with the public and staff in person, by telephone, and in writing.
- Ability to stand or sit and to work on a computer for extended periods of time.
- Must be able to drive.
- Ability to hear well enough to take minutes at meetings and to communicate with the public.

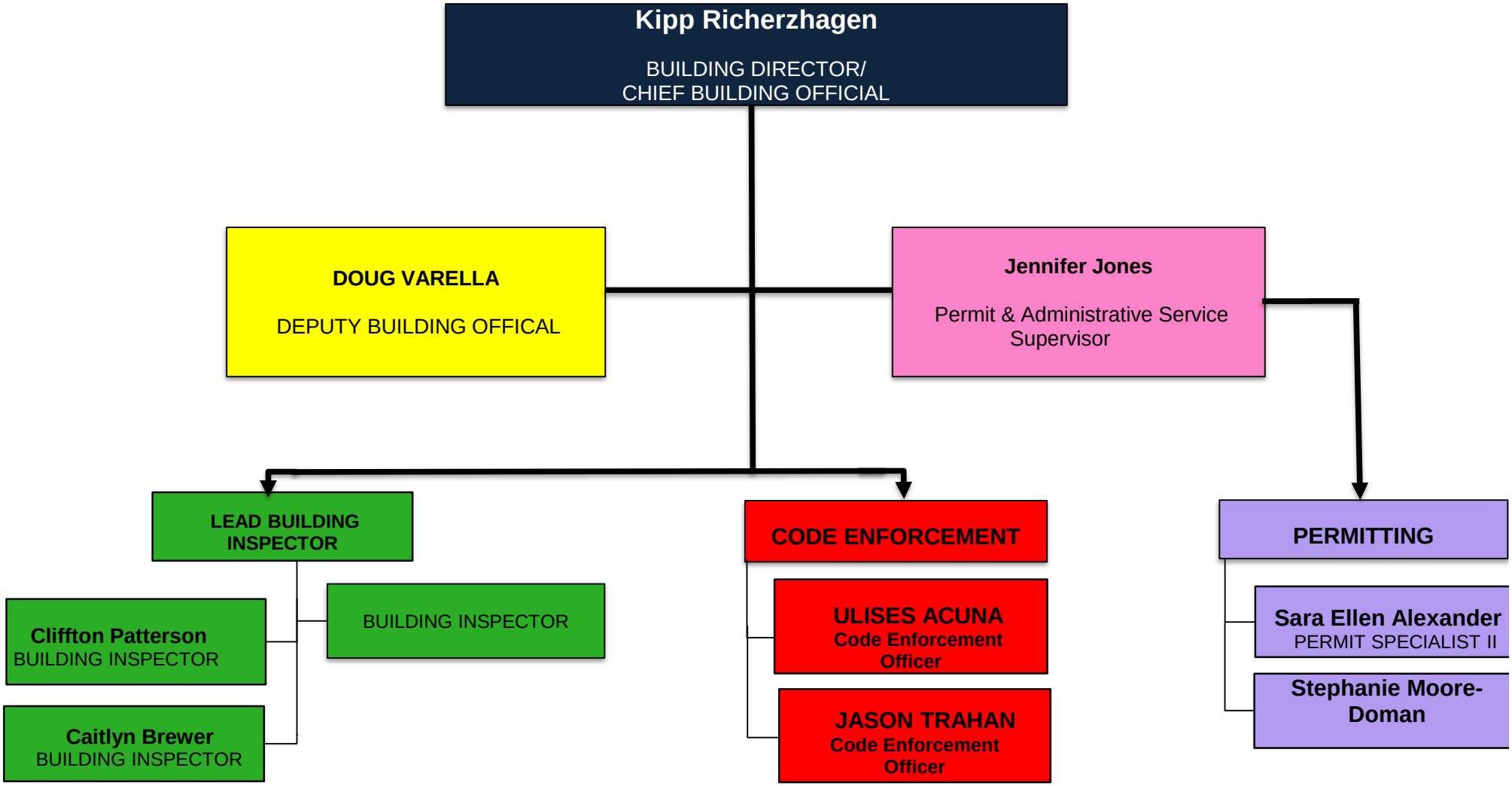
_____

Mayor Approval, Date

Permit & Administrative Services Lead

Department Head Approval, Date

BUILDING DEPARTMENT ORGANIZATIONAL CHART



Organizational Chart Template

By Vertex42.com
https://www.vertex42.com/ExcelTemplates/organizational-chart.html

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RESOLUTION NO. 2026-467-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THREE NOTCH GROUP, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Three Notch Group, Inc., for professional design services necessary for the Royal Drive Extension, Phase II 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 Agreement, the Mayor or her designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Three Notch Group, 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 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") for professional services is made by and between the CITY OF MADISON, ALABAMA, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758 (the "City"), and Three Notch Group, an Alabama corporation, located at 6767 Old Madison Pike, Suite 400, Huntsville, Alabama 35806 (the "Consultant"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City of Madison, Alabama (the "City") desires to procure professional design services for Project No. 25-008 concerning Royal Drive Extension, Phase II;

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

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

WHEREAS, the services to be provided by the Consultant constitute professional services, which are a recognized exemption under the Alabama Public Works Law, ALA. CODE § 39-2-1 et seq., and are therefore exempt from the competitive bidding requirements set forth therein; and

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

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

Section 1. Scope of Work.

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

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

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

Section 2. Compensation.

The total compensation for services rendered by the Consultant pursuant to this Agreement. shall be an amount not to exceed **Five Hundred Ninety-Nine Thousand Dollars ($599,000.00)**, payable on a monthly basis as services are rendered and invoiced to the City. The Consultant is solely responsible for the submission of monthly detailed invoices outlining the work performed and the payment due from the City,

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

Section 3. Commencement; Term.

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

Section 4. Additional Services.

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

Section 5. Indemnification.

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

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

Section 6. Insurance.

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

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

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

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

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

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

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

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

Section 7. Termination.

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

Section 8. Force Majeure.

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

Section 9. Independent Contractor Relationship.

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

Section 10. Entire Agreement; Waiver.

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

by either Party of any breach of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other provision.

Section 11. Notices.

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

If to the City:

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

With a copy to:

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

If to the Consultant:

Three Notch Group
6767 Old Madison Pike, Suite 400
Huntsville, Alabama 35806

Section 12. Alabama Immigration Law Compliance.

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

Section 13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

_____
Ranae Bartlett, Mayor

ATTEST:

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

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

_____
Notary Public
My Commission Expires: _____

FOR THE CONSULTANT:
THREE NOTCH GROUP,
An Alabama corporation.

By: _____

Printed: _____

Its: _____

Date: _____

NOTARY CERTIFICATION

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

_____
Notary Public
My Commission Expires: _____

THREE NOTCH GROUP Environment & Infrastructure

October 30, 2026

Mr. Michael Johnson, PE
City Engineer
100 Hughes Road
Madison, AL 35758

Re: Proposal for Engineering Design Services
Royal Drive Extension Phase II
Project No. (Three Notch) R929125001
City of Madison, Madison County Alabama

Dear Mr. Johnson:

Three Notch Group, Inc. (Three Notch) is pleased to submit this proposal for the professional engineering services for the above-mentioned project. This project is part of a two (2) phase masterplan to extend Royal Drive from County Line Road east and connect to existing Royal Drive. Phase I of the project was recently completed, joining County Line Road to Jetplex Lane. This project, being Phase II will connect the remainder of Royal Drive from Jetplex Lane to existing Royal Drive (approximately 0.70 miles) and complete an additional east/west connector from County Line Road to Sullivan Street.

Primary phases of work are expected to include the following and are discussed in more detail below:

- Environmental Services
- Field Survey
- Hydrologic/Hydraulic Analysis
    - Flood Study Analysis
    - Roadway Drainage Analysis
- ROW Map, Tract Sketches, and Deeds
- Roadway Design Plans
    - Lighting Design
    - Roundabout Design
    - Letting and Contract Procurement
- Geotechnical Services
- Bridge Plans

Environmental Services

Three Notch completed a desktop environmental overview of the project area in January 2025. Based on the findings from that report, Three Notch will be supplementing the overview by performing environmental field studies to obtain concurrence from the necessary state and federal agencies. These concurrences will be included in the overall environmental document that will be completed as part of the design phase of this project. The items associated with these field studies and concurrence include but are not limited to:

- Aquatic Resources Delineation
    - Three Notch will provide experienced personnel to conduct a reconnaissance of the site for Waters of the U.S. This delineation will be conducted in conformance with current USACE procedures including the USACE published 3-point method: Hydrology; Vegetation; and Hydric Soils; the Corps – Nashville District 2012 Regional Supplement, the NC Stream Classification Manual, and the Pre-2015 regulations in association with the *Sackett* guidelines.
    - Delineated areas will be flagged for surveying, and site data will be gathered for the completion of Corps required Wetland Data Forms, Stream Scoring Sheets and USACE related documents.
      Note: Wetland Data Forms, Stream Score Sheets, and USACE related documents are not a part of this task.
    - Three Notch will GPS the flagging in the field to prepare an initial delineation map
      Note: GPS coordinates will only be recorded if field conditions allow for the acquisition of satellite feeds
    - Three Notch will prepare a brief letter report along with a map of the delineation efforts which can also be utilized in preparing jurisdictional determinations or permits through the USACE, if necessary.
    - After the issuance of the WOTUS Report, Three Notch will participate in necessary discussions/communications to review the findings and develop a permitting strategy, as appropriate.

Following the WOTUS evaluations, Three Notch will identify the suitable Nationwide Permit (NWP) for the proposed Royal Drive extension project. The scope of work for this task will include:

- United States Army Corps of Engineers Pre-Construction Notification
    - Three Notch will prepare a Pre-Construction Notification (PCN) in accordance with the Nationwide Permit provisions, addressing the anticipated impacts of the project.

- Three Notch will conduct a desktop review of Cultural Resources for the project site. If the Corps requires a Phase I Cultural Resources Survey, we will provide an additional scope of work and cost estimate.
- Three Notch will perform a desktop review using previous site reconnaissance data to assess the presence or absence of potential threatened and endangered (T&E) species habitats within the project area. This task does not include any species-specific surveys. If a species-specific survey is mandated by the Corps, we will offer an additional scope of work and cost estimate.
- Three Notch will prepare a mitigation statement identifying the relevant mitigation bank.
- A draft version of the compiled PCN will be shared with you for review. After receiving your comments and/or discussing them, Three Notch will finalize the PCN for submission to the Corps.
- If necessary, Three Notch will handle the acquisition of mitigation credits from a Corps-approved mitigation bank.
- Three Notch will be available for onsite meetings with the Corps for a joint site visit or with the client to discuss the project and its design. This task also includes preparing and submitting responses to any agency comments received during the verification process.

- Exclusions:
  - Species Specific presence or absence survey
  - Cultural Resources Phase I Site Survey

Field Survey

Three Notch Group shall perform a **Topographic Survey** for both the proposed Royal Drive Phase II corridor, along with the adjacent segment of Bradford Creek. The scope of work for both is further detailed as follows:

- Survey limits generally include the following area(s):
  - +/- 4000 LF of the proposed Phase II corridor, being roughly 150' in width, running from Jetplex Lane east to Royal Drive
  - +/- 7500 LF segment of Bradford Creek, from Madison Blvd meandering north to the RR Track
- Project coordinate system for all work shall be referenced to the NAD 83 (2011) Alabama State Plane System and NAVD 88 (Geoid 18A) datums, based on control points previously set by Three Notch
- Property and right-of-way lines shall be retraced using existing monumentation, current deed records, and/or relevant maps provided to Three Notch. This survey does not include

a complete Boundary or Right-of-Way/Easement Survey as defined by the Standards of Practice.

- Topographic data to be collected within the proposed Phase II corridor generally includes the following:
    - Natural terrain features and visible site improvements
    - Visible public utility surface features, including but not limited to, overhead electrical, power poles, light poles, sanitary sewer manholes, storm inlets, meters, fire hydrants, valves, etc.
    - Subsurface public utilities serving the site shall be identified based on observed surface features, markings provided by Alabama 811 within 10 working days of initial notification, and/or maps provided by utility owners.
    - Where accessible, sanitary (gravity) and storm sewer piping, to the extent of one structure outside the survey limits, including invert and top elevations along with pipe size and materials.
    - Existing surface mapping at 1-foot contour intervals.
- Bradford Creek shall be modeled based on surveyed x-sections, collected every 200' (max), and at major changes in the channel
- Survey deliverables to be provided included:
    - Compiled AutoCAD File (.dwg) and Surface File (.xml)
- The following Assumptions have been made in preparation of this scope:
    - Unrestricted and timely access to the properties required to complete this scope shall be coordinated prior to arrival and made available to Three Notch Group.
    - No site-specific safety training or gear is required for completion of this project.
    - Relevant drawings and documents, such as unrecorded surveys and utility maps, shall be made available to Three Notch Group prior to the commencement of work.
- Notable tasks excluded from this scope of work include:
    - Boundary/Right-of-Way/Easement Surveys
    - Construction Phase Surveys (As-Builts, Staking, Control)

Hydrologic/Hydraulic Analysis

Three Notch will perform hydrologic and hydraulic analyses necessary to evaluate the proposed Royal Drive Extension Phase II improvements with respect to the existing FEMA-regulated floodplain and floodway. The work will evaluate the effects of the proposed roadway, bridge and/or drainage crossings, grading, and associated improvements on designated flood hazard areas and

will support applicable floodplain permitting and FEMA map revision requirements. The Scope of services will generally include the following:

Flood Study Analysis

- Obtain and review available effective FEMA Flood Insurance Study information, Flood Insurance Rate Maps, regulatory hydrologic and hydraulic models, previous studies, available survey information, and available project information.
- Review the proposed roadway alignment, grading, bridge and/or culvert improvements, and other features that may affect floodplain conveyance or flood elevations.
- Develop or update the applicable hydrologic and hydraulic model(s) using current project survey and design information. Hydraulic modeling is anticipated to utilize HEC-RAS, including development of existing and proposed condition models as appropriate.
- Evaluate existing and proposed conditions for applicable regulatory storm events and determine changes in water-surface elevations, floodway conditions, velocities, and floodplain limits associated with the proposed improvements.
- Coordinate with the roadway design and survey teams during development of the improvements and recommend modifications, where practical, necessary to satisfy applicable floodplain requirements.
- Prepare supporting calculations, figures, model files, exhibits, and technical documentation for the flood study.
- Prepare and submit a Conditional Letter of Map Revision (CLOMR) package to FEMA, as required, based upon the proposed project conditions. Services will include preparation of applicable FEMA forms, supporting hydraulic information, mapping and exhibits, response to FEMA technical review comments, and reasonable revisions necessary to obtain FEMA's determination.
- Following completion of construction and receipt of the required record/as-built survey information, update the hydraulic analysis to reflect constructed conditions and prepare and submit a Letter of Map Revision (LOMR) package to FEMA. Services will include applicable forms, mapping, supporting documentation, hydraulic model information, and response to reasonable FEMA review comments through completion of the map revision process.
- Surveying required to establish detailed channel geometry, structures, finished construction elevations, property information, or other information necessary for the CLOMR/LOMR is assumed to be provided under the project's survey scope and is not included in this fee unless specifically noted elsewhere. FEMA review/application fees, if applicable, are also excluded and will be paid directly by the Client.
- The following assumptions have been made in preparation of this scope:

- Suitable FEMA regulatory models and project survey/topographic information are available for use in the analysis.
- Detailed field survey, geotechnical services, environmental permitting, bridge, design of drainage structures, FEMA review/application fees, public involvement, and analysis of alternatives beyond those necessary to support the proposed project are not included unless specifically identified elsewhere in the proposal.
- Significant model redevelopment resulting from unavailable, incomplete, or unusable effective FEMA models will be considered additional services.

Roadway Drainage Analysis

- Three Notch will prepare a hydraulic analysis to confirm required sizing of secondary stormwater conveyances within the project area. Generally, the scope of services will include preparation of existing and proposed condition hydrologic and hydraulic models according to the guidance set forth in the ALDOT Hydraulic Manual, Version 1.0, utilizing approved spreadsheets and software, to determine conveyance sizing according to the applicable design storm.
- Proposed ditches, utilized for routing, will be analyzed to assess the appropriate ditch lining to effectively manage the flow velocities. Linings to be considered would be:
  - Grassed
  - Riprap
  - Concrete
- A scour analysis will be performed as part of the proposed hydraulic analysis and included in the hydraulic report.
- Prepare a Hydraulic report with the input and output information used in the development of the hydrologic and hydraulic models and submit to the Client for approval.

ROW Map, Tract Sketches and Deeds

The acquisition of right-of-way (ROW) or easements could be necessary to complete the project. Three Notch will prepare a ROW map showing all parcels to be acquired along with tract sketch and deed to be used by the Client in negotiation and acquisition. For purposes of this agreement, we have assumed that up to four (4) individual parcels will be acquired. The scope of work is detailed below. If the scoping process requires more or less tracts, fees may be adjusted as applicable.

- Prepare Preliminary ROW map, tract sketches, deeds, and closure diagrams to the requirements of the Client.
- Submit preliminary items to the Client and the reviewing agency, as applicable, for an initial review.
- Address any comments from the initial review and submit final ROW map, Tract Sketches, deeds, and closure diagrams to the Client and reviewing agency for final approval and authorization to acquire ROW.

Roadway Design Plans

Three Notch will prepare grade, drain, base, pave, signing, striping, culvert, and bridge plans for the project. Generally, the scope of services will include preparation of construction plans and estimates in sufficient detail and format to obtain approval from the reviewing agency. The scope of work is discussed in more detail below:

- Prepare a construction plan assembly detailing the proposed improvements. This plan assembly is anticipated to include the following sheets:
    - Title Sheet
    - Index Sheet
    - Standard Drawing Reference Sheet
    - Legend and Abbreviations Sheet
    - Geometric Layout
    - Project Notes
    - Temporary Traffic Control Plan Notes Sheet
    - Typical Section Sheets
    - Summary of Quantities Sheets
    - Plan and Profile Sheets
    - Paving, Signing and Striping Sheets
    - Utility Sheets
    - Bridge Sheets
    - Erosion and Sediment Control Sheets
    - Temporary Traffic Control Sheets
    - Drainage Cross Sections
    - Roadway Cross Sections
    - Earthwork Summary Sheet

- Prepare designs and detailed contract plans at a horizontal scale of 1" = 50' and vertical scale of 1" = 5', completely dimensioned for roadway construction. Cross sections will be plotted at a horizontal and vertical scale of 1" =10'.
- Prepare construction cost estimates for review and consideration of the Client and other project stakeholders as the project progresses through the design phases.
- Utility Coordination:
    - Plans will be provided to utility owners within the area to identify any potential conflict with existing facilities. If the project design requires the relocation of existing utilities, Three Notch will coordinate with all affected utility owners to secure their relocation plans, review against current design, and submit to the Client.
    - Three Notch will attend up to four (4) utility coordination meetings. Participants will include all affected utility owners and Client representatives.

- **Lighting Design**
    - A lighting design will be provided using arm-mounted LED luminaires on new poles in Madison, AL along both sides of approximately 0.70 miles of the proposed Royal Drive Phase II extension. Additional scope items include:
        - Coordination with owners, contractors, facility operators, utilities, building officials and other engineering disciplines as necessary to finish the design.
        - Selection of detailed pole locations to coordinate with roadway plans.
        - Design of lighting systems in accordance with the City of Madison requirements.
        - Electrical plans and specifications, including large-scale plans, where necessary to indicate pole locations.
        - Shop drawing and submittal review.
        - Resolution of routine construction-period issues.
- Prepare a Construction Best Management Practices Plan (CBMPP) and assist the Client with preparing a Notice of Intent (NOI) to satisfy the National Pollutant Discharge Elimination System (NPDES) requirements of the Alabama Department of Environmental Management (ADEM). NPDES application fees will be the responsibility of the Client as applicant.
- Facilitate plan review(s) by the Client and project stakeholders as necessary for the project. Plan reviews are expected to consist of the following: [30% review, 60% review, 90% review

- Attend meetings as required, including one (1) project scoping meeting, one (1) 30% review and field inspection, one (1) 60% review meeting and field inspection and one (1) 90% review meeting and field inspection.
- **Letting and Contract Procurement**
    - Assist the Client with advertising the project for bids and fielding questions from contractors about the plans as needed.
    - Assist with and attend the local letting of the subject project by the Client.
    - Assist with project award and contract procurement.
    - Attend the preconstruction meeting.

Geotechnical Services

The proposed improvements for Phase 2 of the Royal Drive extension include new roadway, a bridge spanning Bradford Creek, bridge approach embankments, and a possible box culvert. The total length of the project is about 3,700 feet. Though specific information regarding the bridge was unavailable at the time of proposal preparation, we have assumed it will be 500 to 600 feet in length with seven (7) spans. Bridge approach fills were assumed to be less than 20 feet. Outside of the bridge approaches, cuts and fills were assumed to be less than 10 feet. Should a box culvert be required, we have assumed it will be less than 75 feet in length.
In general, our services will include a soil survey, materials evaluation, slope study, and foundation evaluation for the proposed bridge and box culvert. Specifically, our proposed scope of services consists of the following.

- An engineering reconnaissance of the site and geologic map review.
- Soil test boring location layout.
- Soil test borings containing Standard Penetration Tests (SPT) at 2½-foot intervals in the upper 10 feet and on 5-foot centers thereafter. The following number and depth of borings are proposed.
    - Fifteen (15) borings to a depth of 10 to 25 feet each will be performed along the proposed roadway centerline at an approximate spacing of 300 feet. A tighter spacing will be utilized near Bradford Creek to help with characterization of potential unsuitable soils. Deeper borings will be utilized were greater fill thicknesses are anticipated.
    - Four (4) borings to a maximum depth of 20 feet each will be performed at the locations of proposed approach embankment fills.
    - Eight (8) borings to a depth of 70 feet each will be performed at proposed bridge foundation locations.

  - Three (3) borings will be performed to a depth of 20 feet along the length of a proposed box culvert.

  Borings will extend to the noted depths below the ground surface or to refusal, whichever occurs first. Rock coring will be performed as detailed below if refusal is encountered prior to the planned termination depth at the bridge borings.

- Piezometers will be installed and monitored to determine delayed groundwater measurements. The proposed scope includes a total of 140 linear feet of piezometers installed at 2 bridge foundation locations.
- Rock coring will be performed if auger refusal is encountered prior to the planned termination depth in the bridge borings. The proposal is based on coring up to 20 feet of rock at a maximum of 4 boring locations (total coring length of 80 feet).
- Laboratory testing will be performed to determine site-specific soil classification characteristics. Tests will include natural moisture content (40 tests), Atterberg Limits (15 tests), and Grain Size Distribution (15 tests) will be performed. Two (2) each sulfate, chloride, resistivity and pH tests will be performed on soil and/or water samples at the bridge foundation locations to determine corrosion potential. Two (2) consolidation test will be performed for settlement analysis at bridge approaches. Additionally, four (4) rock compressive strength tests will be performed.
- Evaluation of the information gathered during the subsurface exploration and laboratory-testing program and preparation of geotechnical engineering reports containing our findings and conclusions. One report will be prepared that contains the soil survey, slope study, culvert foundation, and materials report. A second report will be prepared that contains foundation recommendations for the bridge. The reports will address the following items:
  - Project location maps (vicinity, geology, and sinkhole);
  - Boring and coring location plans.
  - Site and project description.
  - Local geology and its implications for the proposed development.
  - Subsurface conditions encountered at the boring locations.
  - Groundwater measurements at the time of the field work and delayed measurements at the piezometer locations.
  - Laboratory testing results.

  Additionally, the *Soil Survey, Slope Study, Culvert Foundation and Materials Report* will contain the following items:
  - Recommendations for removal and reuse of unsuitable materials including delineation tables and plan locations;
  - Recommendations for subgrade stabilization if required;

- Stability analysis of proposed slopes and recommendations for stabilization if required.
- Recommendations associated with support of the proposed box culvert, including recommendations for stabilization or undercut, where required.
- A recommended pavement section for Royal Drive based on provided traffic data and the results of the laboratory testing program including resilient modulus testing from an adjacent portion of the project. Design will be performed in accordance with procedures outlined in AASHTO's *Guide for Design of Pavement Structures* (1993).

And the *Bridge Foundation Report* will contain the following items:

- Recommended foundation support parameters and construction considerations for the bridge.
- Settlement estimates at the structure locations and their approaches including recommendations for mitigation, as required.

Site Access and Utility Location

We have assumed that Three Notch will be allowed access to the limits of the planned construction for the field work. Time associated with obtaining right-of-entry is not included in the proposal. We have included two (2) days of clearing operations to access the boring locations in wooded areas.

The subsurface exploration will be performed with an ATV or track-mounted drilling rig. However, if steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (e.g. dozer) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.

The drilling equipment will cause disturbance to the site including rutting in unpaved areas, small piles of auger cuttings, and drilling slurry runoff at rock core locations. We will endeavor to minimize our impact to the site. Additionally, the borings will be backfilled with soil cuttings. This proposal does not include costs associated with additional site restoration.

Three Notch will take appropriate precautions to avoid underground utility lines including contacting the line location service (811). Additionally, we request that the client provide plans or mark in the field the location of buried utility lines, if present. Three Notch cannot be responsible for damage to unmarked or unmapped utility lines.

Bridge Plans

Three Notch will prepare bridge plans for the Royal Drive Phase II project crossing at Bradford Creek under the following understanding:

- The structure is anticipated to be a concrete bridge utilizing AASHTO prestressed precast concrete girders with an approximate length of 600 feet.
- Due to horizontal curvature the exact number of spans is unknown at the time of this estimate, but it is anticipated that 3 individual span designs will be required.
- The bridge cross section will accommodate 2-12' lanes, 2-6' shoulders and 1-10' pedestrian pathway (north side) barrier separated from traffic for a total estimated bridge width of approximately 50'.
- Final bridge configuration will be dependent on the final hydraulic report and final roadway plans.
- Bridge design will be governed by AASHTO LRFD Bridge Design Specifications, 9th Edition and applicable interims along with the latest edition of the ALDOT Structural Design Manual.
- Once all geometry is verified, a Type, Size and Location (TS&L) bridge layout will be produced and submitted for approval. Upon TS&L approval, a 60% design and bridge plans will be provided for review and approval. After all comments have been resolved, 100% final plans will be provided for construction letting.

Exclusions

Please note this scope of work does not include:

- Meetings in addition to those listed above;
- Right-of-Way appraisals, negotiations, or Staking;
- Right-of-Way document revisions due to Client or property owner requests after initial agency approval;
- Traffic Impact Analysis (TIA);
- Traffic Signal Design/Modification Plans or Permitting;
- Utility analysis, coordination, and relocation design;
- Technical Specification or Contract Manual preparation;
- Construction engineering and inspection services;
- Drawing Revisions due to errors or omissions in information provided to Three Notch by the client.
- Drawing Revisions due to unforeseen site conditions.
- Drawing Revisions due to major design changes after initial client approval.
- Re-engagement on the project if the design and permitting are put "on hold" for a three-month time period or more after design work has been initiated.

INVESTMENT

Based on the noted scope of services, our proposed fees are outlined below, which are to be billed monthly as work progresses. This investment assumes that all tasks below will be performed by Three Notch. If certain tasks are performed by others, the following fees will be subject to change.

Scope of Work	Lump Sum	Proposed Fee
Environmental Services	**Lump Sum**	**$17,500.00**
Field Survey	**Lump Sum**	**$28,500.00**
• Royal Drive Phase II Corridor		$15,500.00
• Bradford Creek		$13,000.00
Hydrologic/Hydraulic Analysis	**Lump Sum**	**$95,180.00**
• CLOMR		$52,500.00
• LOMR		$22,500.00
• Roadway Drainage		$20,180.00
ROW Map, Tract Sketches, and Deeds	**Lump Sum**	**$14,340.00**
Roadway Design Plans	**Lump Sum**	**$164,660.00**
• Base Roadway Design		$134,860.00
• Lighting Design		$5,000.00
• Roundabout Design		$17,560.00
• Letting and Contract Procurement		$7,240.00
Bridge Plans	**Lump Sum**	**$178,970.00**
Geotechnical Services	**Lump Sum**	**$99,850.00**
Total Project Cost:		**$599,000.00**

Again, Three Notch appreciates the opportunity to provide this proposal. Please do not hesitate to call with any questions or concerns.

Sincerely,
Three Notch Group, Inc.

Adam Crenshaw, CPESC, CFM
Project Manager

RESOLUTION NO. 2026-468-R

A RESOLUTION AUTHORIZING A SOFTWARE LICENSE SUBSCRIPTION WITH CUBIC ITS, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to accept on behalf of the City a software license subscription with Cubic ITS, Inc., for software and support services, according to a Quote dated November 5, 2026, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

CUBIC
Global. Innovative. Trusted.

Taxpayer ID# 74-2019144

Quotation

Bill To Party
City of Madison, AL 100 Hughes Road MADISON AL 35758 USA

Information	
Quotation Number	10018867
Document Date	11/05/2026
Customer Reference	Ticket-756721
Valid from	02/20/2026
Valid to	05/29/2026
Sales Person	Preston Walker

Item	Material / Description	Quantity	Price	Price Unit	Amount
1	97512-0101 Synchro plus SimTraffic 12 SUL [1] //New Customer Discount. Welcome to the Synchro Studio Family!	1 EA	3,824.00 USD	1 EA	3,824.00 USD
2	97512-0102 Synchro plus SimTraffic 12 SUL [2]	1 EA	3,599.00 USD	1 EA	3,599.00 USD
3	97512-0003 Version 12 Year 3 Support/Maintenance *** SUPPORT and within version MAINTENANCE AGREEMENT (SMA) includes installation and basic user support; license deactivations, ATMS.now Integration module; Microsoft® Bing™ licensing and within version 12 releases.	1 EA	2,222.00 USD	1 EA	2,222.00 USD
4	97510-0109 Warrants 10 MUTCD SUL	2 EA	599.00 USD	1 EA	1,198.00 USD
5	97510-0003 Version 10 Year 3 Support/Maintenance ***3 Year Support***	1 EA	344.00 USD	1 EA	344.00 USD

Sales Amount	11,187.00 USD
Less Discount	0.00 USD
Sales tax	0.00 USD
Freight	0.00 USD
Total Amount	11,187.00 USD

Notes:
o Please make all purchase orders out to Cubic ITS Inc.
o Payment Terms NET 30 DAY, Upon approved credit.
o Prices are in US Funds.
o All Items Subject To Applicable Taxes. If Tax Exemption Applies Please Furnish Either the Exemption or Resale Certificate With Order.
o Taxes Subject to Change Upon Completion of Final Order.
o Cancelled Orders on Standard Items are Subject to a 25% Restocking Fee.
o Please Send all PO'S to TrafficwareSales@Cubic.com

TERMS: Cubic's Terms and Conditions apply to this Quotation. The Terms may be viewed in their entirety by clicking on this link: https://go.cubic.com/hubfs/CTS%20Collateral/ITS/Legal/Terms%20of%20Use/Cubic%20ITS%20Purchase%20Terms%20&%20Conditions%20and%20Warranty%20(Revision%208.23.23).pdf

Disclaimer: CITS reserves the right to rescind this quotation at any time.

RESOLUTION NO. 2026-426-R

A RESOLUTION APPROVING AN AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES FOR THE ADDITION OF ONE APPARATUS BAY TO FIRE STATION NO. 4

WHEREAS, the City of Madison desires to secure professional architectural design services in connection with the design and related services for an additional apparatus bay to Fire Station No. 4, located at 230 Business Park Boulevard; and

WHEREAS, Archemy Architecture & Design, is qualified and experienced in providing such architectural services; and

WHEREAS, the proposed agreement is in the form of an American Institute of Architects (AIA) Standard Form Agreement, which provides for compensation to be calculated as a percentage of the Cost of the Work; and

WHEREAS, The City desires to enter into said agreement, subject to the terms and conditions therein and subject to the availability of budgeted funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

1. That the City Council hereby authorizes the Mayor to execute, and City Clerk-Treasurer to attest, an American Institute of Architects (AIA) Agreement ("Agreement") with Archemy Architecture & Design, for architectural design services for the addition of one fire station apparatus bay to Fire Station No. 4, as provided in the Agreement attached to this Resolution.
2. That compensation under the Agreement shall be calculated as a fee equal to 7.8% of the construction value of approximately four hundred thirty thousand dollars ($430,000.00), as provided in the Agreement, subject to available budgeted funds and any limitations stated therein.
3. That the City Council hereby appropriates funding necessary for the Agreement, and the Finance Director is authorized to approve a transfer of funds from the Municipal Court Corrections Fund to Fund 39 to provide for the payment of the architect's fees as specified in the Agreement.

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 Archemy Architecture & Design, in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, APPROVED, AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of _____ 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

DRAFT

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the « » day of « October » in the year « 2026 »
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

« City of Madison, Alabama, a municipal corporation
100 Hughes Road
Madison, AL 35758
 »« »
« »
« »
« »

and the Architect:
(Name, legal status, address and other information)

«Archemy Architecture & Design, P.C.
301 Jefferson Street
Huntsville, Alabama 35801 »« »
256-533-6617
« »
« »

for the following Project:
(Name, location and detailed description)

« Fire Station No. 4 Ladder Bay Addition
230 Business Park Boulevard
Madison, Alabama 35758 »
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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DRAFT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« Addition of one fire station apparatus bay to the existing Fire Station No. 4. »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«The project will consist of construction of a 1,400-1,700 square foot ladder bay, and it will include minor renovations to existing adjacent storage rooms. »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

« Four hundred and thirty thousand dollars ($430,000). »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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« Design and construction drawings shall be completed no later than 180 days after the effective date of this Agreement. »

.2 Construction commencement date:

«TBD »

.3 Substantial Completion date or dates:

«TBD »

.4 Other milestone dates:

«TBD »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

« Competitive Bid. »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Gerald Smith, Director of Facilities and Grounds
100 Hughes Road,
Madison, AL 35758
256-772-5641
Gerald.smith@madisonal.gov
»
« »
« »
« »
« »
« »

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

«TBD »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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User Notes: (1297370723)

.1 Geotechnical Engineer:

« N/A »« »
« »
« »
« »
« »

.2 Civil Engineer:

«The Architect will provide civil engineering services as an Additional Service in the amount of seven thousand two hundred dollars ($7,200). »« »
« »
« »
« »
« »

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

« N/A »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

« Laura Trenkle
Archemy Architecture & Design, P.C.
301 Jefferson Street
Huntsville, Alabama 35801
256-533-6617
laura@archemydesign.com »
« »
« »
« »
« »
« »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

PEC Structural Engineering
John Powell
3500 L&N Drive SW, Suite 3
Huntsville, AL 35801
256-533-3042

.2 Mechanical Engineer:

Mims Engineering
Kevin Mims
112 Southside Square, Suite B
Huntsville, AL 35801

.3 Electrical Engineer:

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User Notes: (1297370723)

EE Group
Jack R. Morgan
108 Broad Street
Gadsden, AL 35901
256-413-7717

§ 1.1.11.2 Consultants retained under Supplemental Services:

J.M. Phillips Engineering LLC
Jason Phillips
PO BOX 2612
Huntsville, AL 35804
256-429-9150

§ 1.1.12 Other Initial Information on which the Agreement is based:

« N/A»

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars » ($ «1,000,000 ») for each occurrence and «two million dollars » ($ «2,000,000 ») in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «two million dollars » ($ «2,000,000 ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « one million dollars » ($ « 1,000,000 ») each accident, « one million dollars » ($ «1,000,000 ») each employee, and « one million dollars » ($ «1,000,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «two million dollars » ($ «2,000,000 ») per claim and «four million dollars » ($ «4,000,000 ») in the aggregate.

§ 2.5.7 Umbrella/Excess liability insurance with policy limits of not less than five million dollars » ($ «5,000,000) for each occurrence and «five million dollars » ($ «5,000,000 ») in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide endorsements and certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. In addition, Architect shall provide waivers of subrogation in favor of Owner on its Workers' Compensation, Commercial General Liability, Umbrella Liability, and Automobile insurance policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

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by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and

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electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) prequalifying bidders and obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** reviewing prequalification submittals and helping Owner to evaluate which bidders should be prequalified to submit a bid.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. A total of twenty (20) site visits are expected. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the

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Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

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§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.2.1.1 Multiple Preliminary designs – three Schematic Solutions are in basic services. Additional schemes will be hourly to not exceed $1,800 per scheme.
4.1.2.1.2 Other Supplement Services – Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.2.2.1 Programming – Owner shall provide a list of rooms, desired sizes and intended use
4.1.2.2.2 Other Supplemental Services – hazardous material testing and abatement design will be by Owner if required.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 During the Construction Phase, upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services in the amounts listed during the Project. The Architect may provide said services exceeding the limits set forth below as Additional Services pursuant to written approval of the Owner. When the limits below are reached, the Architect shall notify the Owner:

.1 « Two » (« 2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 «Twenty » (« 20 ») visits to the site by the Architect during construction

.3 «One » (« 1 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 «One » (« 1 ») inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « thirty six » (« 36 ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner may furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to retain the Contractor to construct all elements of the Project designed or specified by the Architect as specified in the bid package for the Work The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work may be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner will cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsible and responsive bid, the Owner may

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.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bid exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect shall indemnify and hold harmless the Owner and the Owner's officers, officials, and employees from and against damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, provided that such claim, damage, loss, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent they are caused by the negligent acts or omissions, or the willful misconduct of the Architect, its employees, and its consultants in the performance of services under this Agreement. The Architect's duty to indemnify the Owner, and Owner's officers, officials, agents, and employees under this provision shall be limited to the available proceeds of insurance coverage provided under this Agreement. Architect will reimburse Owner for defense costs to the extent it is found negligent.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Prior to engaging in litigation, the Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation will be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« X »] Litigation in a court of competent jurisdiction

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[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration [Intentionally Deleted].

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner provides written notice to suspend the Project, the Architect shall treat such suspension notice as a "stop work" order, and immediately suspend its work on the Project. When the Project is resumed, the Architect may be compensated for necessary expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty (30)days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and reasonable and necessary costs attributable to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« N/A »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«Ten Thousand Dollars ($10,000) »

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the state of Alabama, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

« N/A »

.2 Percentage Basis
(Insert percentage value)

«Seven and eight tenths of a percent » (« 7.8») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« N/A »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« N/A »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Per Architect's standard hourly rates. »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « fifteen» percent («15 »%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« Ten »	percent (	« 10 »	%)
Design Development Phase	« Fifteen »	percent (	« 15 »	%)
Construction Documents Phase	« Fifty »	percent (	« 50 »	%)
Procurement Phase	« Five »	percent (	« 5 »	%)
Construction Phase	«Twenty »	percent (	« 20 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most

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recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below.

« »

Employee or Category	Rate ($0.00)
Principal Architect	$210/hr
Project Architect	$170/hr
Senior Project Manager	$160/hr
Project Manager	$140/hr
Registered Interior Designer	$140/hr
Interior Designer	$125/hr
Construction Administration	$120/hr
Design Professional	$110/hr
Intern Architect	$90/hr
Production Technician	$90/hr
Specifications Writer	$90/hr
Technician II	$75/hr
Administrative	$65/hr

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « ten » percent (« 10 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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« N/A »

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments [Intentionally Deleted]

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice, terms net thirty (30) days.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

«N/A »

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

« N/A »

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[«N/A »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

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User Notes: (1297370723)

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
«Ranae Bartlett, Mayor, City of Madison »« »	« »« »
(Printed name and title)	*(Printed name, title, and license number, if required)*

Attest
Lisa D. Thomas, City Clerk-Treasurer

DRAFT

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User Notes: (1297370723)

RESOLUTION NO. 2026-470-R

RESOLUTION TO AWARD BID NO. 2026-013-ITB
FOR THE TOWN MADISON PARKING LOT EAST PROJECT

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

WHEREAS, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about November 18, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

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

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

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

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

SECTION 2. That award of this Project is hereby made to **Fite Construction Company, LLC**, as the lowest responsible, responsive bidder in the Bid amount of two million five hundred twenty-eight thousand one hundred seventy-three dollars and seventy-six cents ($2,528,173.76), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

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

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

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

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

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

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

READ, PASSED AND ADOPTED this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama
Bid Number: 2026-013-ITB
Project: Town Madison Parking Lot East
Issued: October 7, 2026

ADDENDUM #1 – UPDATED BIDDER PRICING SHEET

BIDDER NAME: Fite Construction Company LLC

ADDRESS: 3116 Sexton Rd SE, Ste A

CITY/STATE/ZIP: Decatur, AL 35601

****Note: Bid subtotal shall include cost for one thousand (1,000) cubic yards of excavation and haul off of unsuitable soil, and import and placement of suitable material.**

Bid Subtotal: $ 2,090,412

Striping & Sealing (Addendum 1 – Bid Set): + $ 108,000

Contingency (15% of Bid Subtotal and Striping & Sealing): + $ 329,761.76

Total Base Bid: = $ 2,528,173.76

ALTERNATES: The following alternates are an integral part of this Bid, and to be responsive, the bidder shall quote the following listed deductive alternates.

Alternate No. 1 (Deductive): $ 195,930 Lump Sum
RV Hookups and all associated costs, excluding parking lot lighting

Alternate No. 2 (Deductive): $ 280,000 Lump Sum
West Parking Lot Landscaping

Alternate No. 3 (Deductive): $ 161,500 Lump Sum
West Parking Lot Sidewalks

UNIT PRICES: The following unit prices are for additions to or deductions from the work wherein unit prices are applicable as determined by the Engineer and Owner. These unit prices include all charges for labor and materials, fee, layout, supervision (field and home office), general expenses, taxes, insurance, overhead and profit, for unit item of work in place. The contract sum shall be increased or decreased based upon quantity difference multiplied by the applicable unit price, in accordance with the general conditions.

1. Excavate and Haul Off Unsuitable Soil $ 14 /CY
2. Import and Place Suitable Material $ 23 /CY

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

11/18/2026
Date

Signature of Authorized Representative

THE CITY OF MADISON ALABAMA
plant your roots

2026-013-ITB / Town Madison Parking Lot East
Issued October 7, 2026

BID TABULATION

BIDDER NAME	Fite Construction Company, LLC	Grayson Carter & Son Contracting, Inc.	Rogers Group, Inc.	Lambert Contracting, LLC	Wiregrass Construction Company, Inc.
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y	Y	Y
CERTIFICATE OF INSURANCE	N	Y	N	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y	Y
ACKNOWLEDGED ADDENDA 1 & 2	Y	Y	Y	Y	Y
BID SUBTOTAL:	$2,090,412.00	$2,060,025.70	$2,327,850.00	$2,252,411.10	$2,518,579.31
STRIPING & SEALING:	$108,000.00	$137,707.50	$131,150.00	$155,630.64	$132,177.15
15% CONTIGENCY AMOUNT:	$329,761.76	$387,835.27	$368,850.00	$361,208.26	$397,613.47
TOTAL BASE BID:	$2,528,173.76	$2,585,568.47	$2,827,850.00	$2,769,251.00	$3,048,369.93
DEDUCTIVE ALTERNATE NO. 1: RV HOOKUPS	$195,930.00	$294,000.00	$200,000.00	$209,445.73	$181,024.79
DEDUCTIVE ALTERNATE NO. 2: WEST PARKING LOT LANDSCAPING	$280,000.00	$407,418.90	$476,163.00	$353,909.88	$339,496.39
DEDUCTIVE ALTERNATE NO. 3: WEST PARKING LOT SIDEWALKS	$161,500.00	$170,601.20	$175,000.00	$159,158.08	$256,333.80
UNIT PRICE: EXCAVATE AND HAUL OFF UNSUITABLE SOILS	$14.00/CY	$11.73/CY	$6.50/CY	$9.00/CY	$22.00/CY
UNIT PRICE: IMPORT AND PLACE SUITABLE MATERIAL	$23.00/CY	$17.50/CY	$18.00/CY	$22.69/CY	$30.00/CY

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

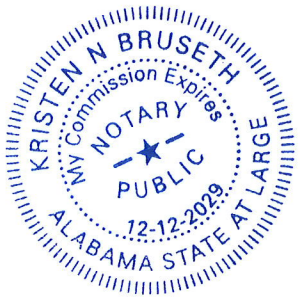
Alicia Walden

Alicia Walden
Bid and Contract Coordinator

Sworn to and subscribed before me this 18 day of November, 2026.

Kristen N Bruseth

Notary Public



ORDINANCE NO. 2026-454

AN ORDINANCE AMENDING APPENDIX B, SCHEDULE OF FINES OF THE *CODE OF ORDINANCES, CITY OF MADISON, ALABAMA*, TO ADD A FINE RELATED TO SHORT-TERM RENTALS

WHEREAS, Section 11-47-117 of the *Code of Alabama* (1975) authorizes municipalities to abate nuisances and assess the costs thereof; and

WHEREAS, the City of Madison previously adopted regulations concerning Short-Term Rentals pursuant to Ordinance No. 2026-201 and codified the same in Chapter 8, Article VI of the *Code of Ordinances, City of Madison, Alabama*; and

WHEREAS, Appendix B, "Schedule of Fines," of the Code of Ordinances includes municipal fines adopted by ordinances; and

WHEREAS, the City Council has determined that the City should designate the fine amount for citizens operating a Short-Term Rental without a Short-Term Rental Operational Permit.

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

Section 1. That Appendix B, "Schedule of Fines," Section (a)(4) "Non-traffic Offenses" of the *Code of Ordinances for the City of Madison, Alabama* (the "Madison City Code"), is hereby amended to include the following fee:

Operating a Short-Term Rental without a permit and/or license	$500.00

Section 2. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance shall be held invalid or unconstitutional, such holding shall not affect the remaining portions of this Ordinance.

Section 3. This Ordinance shall become effective upon adoption and publication as provided by law.

Section 4. The City Clerk-Treasurer is hereby directed to effectuate proper publication of the instant ordinance as provided by law.

READ, PASSED, and ADOPTED this 23rd day of November 2026.

_____
Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-478

AN ORDINANCE AMENDING THE *CODE OF ORDINANCES, CITY OF MADISON, ALABAMA*, TO PROHIBIT CONSUMABLE HEMP PRODUCT SALES WITHIN THE CITY OF MADISON

WHEREAS, Act No. 2025-385 (House Bill 445), codified as Title 28, Chapter 12 of the *Code of Alabama* (1975), places consumable hemp products under the regulatory authority of the Alabama Alcoholic Beverage Control Board (the "ABC Board"), effective January 1, 2026; and

WHEREAS, the Alabama ABC Board's rules at Ala. Admin. Code r. 20-X-33 require each applicant for a consumable hemp retailer license to obtain an approval letter from the local governing body of the municipality where the licensed premises would be located; and

WHEREAS, the City Council has determined that the retail sale of consumable hemp products within the City is not in the best interest of the public health, safety, morals, and general welfare of its residents; and

WHEREAS, the City Council is authorized by Ala. Code §§ 11-45-1 and 11-45-9, and by the City's police powers, to adopt ordinances for the protection of the public and to prescribe penalties for their violation;

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

Section 1. Purpose and Authority

The purpose of this Ordinance is to prohibit the retail sale of consumable hemp products within the City and to establish penalties and enforcement procedures for violations. The City Council declares that it will not issue a local approval letter, resolution, or other consent for any consumable hemp retailer license application under Title 28, Chapter 12, Code of Alabama 1975, or the rules of the ABC Board. This Ordinance supplements state law. Nothing in it authorizes any act prohibited by state law, or limits the ABC Board, the District Attorney, or any state agency from enforcing state law.

Section 2. Definitions

For this Ordinance, the following terms have these meanings:

"ABC Board" means the Alabama Alcoholic Beverage Control Board.

"Consumable Hemp Product" has the meaning given in Title 28, Chapter 12, Code of Alabama 1975, as amended: a finished product intended for human or animal consumption that contains any part of the hemp plant or any compound, concentrate, extract, isolate, or resin derived from hemp, including beverages, edibles, and topical or sublingual products.

"Hemp Retail Establishment" means any business, store, kiosk, vending machine, vehicle, or other place where consumable hemp products are sold, offered, displayed for sale, or delivered to consumers, whether or not hemp products are its main line of business.

"Person" means any individual, partnership, corporation, limited liability company, association, or other legal entity, and any owner, officer, manager, agent, or employee acting on its behalf.

"Unlawful Hemp Product" has the meaning given in Title 28, Chapter 12, and includes any smokable hemp product and any synthetically derived psychoactive cannabinoid product.

Section 3. Prohibited Activities

It is unlawful for any person, within the corporate limits of the City:

a) To own, operate, manage, or maintain a hemp retail establishment.
b) To sell any consumable hemp product.
c) To sell or offer for sale any consumable hemp product through a vending machine, self-service display, mobile vendor, pop-up, special event booth, or delivery to a consumer located in the City.
d) To apply for, issue, or use a City business license for the purpose of selling consumable hemp products, or to misrepresent the nature of a business on a City business license application in order to conceal such sales.
e) To continue any activity prohibited by this Ordinance after receiving a written notice of violation.
f) To knowingly lease, rent, or allow the use of any property within the City for a hemp retail establishment.

No zoning permit, certificate of occupancy, or business license issued by the City authorizes any activity prohibited by this section. Any such permit or license issued in error is void to that extent.

Section 4. Exemptions

This Ordinance does not apply to:

a) Drugs approved by the U.S. Food and Drug Administration and dispensed by a licensed pharmacist under a valid prescription.
b) Medical cannabis products dispensed by a dispensary licensed by the Alabama Medical Cannabis Commission, to the extent permitted by state law and any separate action of the City Council.
c) Industrial hemp, hemp fiber, and hemp products not intended for human or animal consumption, such as textiles, rope, paper, and building materials.
d) Food products made from hemp seed, such as hemp seed oil and hulled seeds, to the extent they are excluded from the definition of a consumable hemp product under state law.
e) The possession or personal use of a lawfully purchased consumable hemp product by an adult aged 21 or older.
f) The lawful transport of consumable hemp products through the City by a manufacturer or wholesaler licensed by the ABC Board, provided no sale or delivery to a consumer occurs within the City.

Section 5. Violations and Penalties

a) *Municipal offense*. Any person who violates this Ordinance commits a municipal offense. Upon conviction in the Municipal Court, the person shall be punished as set out in the schedule below, within the limits of ALA. CODE § 11-45-9 (1975).

Offense (within 24 months)	Punishment
First	Fine up to $250 Jail up to 30 days
Second	Fine up to $500; Jail up to 6 months
Third or more	Fine up to $500; Jail up to 6 months

b) *Each day a separate offense*. Each day a violation continues after written notice is a separate offense and may be charged and punished separately.

c) *Administrative remedies.* The City shall have the right to notify the ABC Board of any action or violation that may affect the entity or person's alcohol and/or liquor license. The City shall be authorized to suspend or revoke a license for violations of this Ordinance in accordance with the City's general business license procedures contained in Section 10-22 of the *Madison City Code*. The City may also determine said violations to be a nuisance and take any actions to abate the nuisance in accordance with the City's codes for nuisance abatement.

d) *Corporations and other entities*. An entity convicted under this Ordinance is subject to the fine only, plus court costs, as provided in ALA. CODE § 11-45-9(e) (1975). Each owner, officer, manager, or employee who personally commits or directs a violation may be charged individually.

e) *Court costs.* All fines are in addition to court costs and any other costs allowed by law.

f) *State offenses not displaced.* Selling unlicensed, smokable, or otherwise unlawful hemp products is a Class C felony under state law. Police shall refer such conduct to the District Attorney and the ABC Board. A municipal charge under this Ordinance does not bar state prosecution.

g) *Remedies cumulative*. The penalties in this Section are in addition to the civil and administrative remedies provided herein. The City may pursue any one or more of them.

Section 6. Enforcement

a) Law enforcement personnel may enforce this Ordinance, and police officers may issue a summons and complaint for any violation. City inspectors may inspect any business open to the public during normal business hours to determine compliance. Enforcement personnel shall first serve a written notice of violation on the owner, operator, or person in charge via either hand delivery at the premises or by certified mail to the address on the business license. The notice shall:

- Describe the violation and cite this Ordinance.
- Order that all consumable hemp products be removed from sale within three (3) business days.
- State the penalties for continuing the violation.
- Explain the right to appeal.

A copy of the notice may be posted at the premises and mailed to the property owner of record.

b) In addition, the Director of Revenue may set a hearing to suspend or revoke the City business license of the establishment in accordance with the City's procedure for the suspension of business licenses. A revoked licensee may not obtain a new City business license at the same location for 12 months. These actions follow the notice and hearing procedures of the City's business license code, codified as Chapter 10 of the *Code of Ordinances, City of Madison, Alabama* (the "*Madison City Code*").

c) A hemp retail establishment operated in violation of this Ordinance is a public nuisance and the City may seek abatement in accordance with Alabama law. The City Attorney is authorized to seek injunctive relief by filing a civil action in the Circuit Court of Madison County to enjoin any violation, in addition to any other remedy. Any consumable or unlawful hemp product found during enforcement shall be handled under state law and referred to the ABC Board.

Section 7. Severability

If any section, subsection, sentence, or clause of this Ordinance is held invalid by a court of competent jurisdiction, that holding shall not affect the remaining parts, which the City Council declares it would have adopted without the invalid part.

Section 8. Effective Date

This Ordinance takes effect upon its adoption and publication as required by law.

READ, PASSED, and ADOPTED this ___ day of December 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of December 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-479

AN ORDINANCE AMENDING THE RESIDENTIAL MONTHLY BULK TRASH COLLECTION FEE AS REFERENCED IN § 20-365, APPENDIX A, FEE SCHEDULE OF THE *CODE OF ORDINANCES, CITY OF MADISON, ALABAMA*

WHEREAS, Section 20-365 of the Code of Ordinances of the City of Madison, Alabama, provides for the establishment and assessment of a mandatory monthly bulk trash collection charge for single family residences, and it states that the amount of the charge shall be as established by the Mayor and Council from time to time; and

WHEREAS, Athens Utilities has, in connection with the renewal of its billing agreement and annual cost allocation analysis requested a billing increase of thirty cents ($0.30); and

WHEREAS, the Director of Finance has recommended the increase to continue to provide for current garbage and trash billing arrangements;

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

Section 1. The mandatory monthly trash collection fee for each single-family residential unit, as referenced in Section 20-365 of the *Code of Ordinances, City of Madison, Alabama*, is hereby amended by amendment to Appendix A, "Fee Schedule" as follows:

20-365	Charge	Mandatory monthly bulk trash collection fee for each single-family residential unit referenced in section 20-365.	Fiscal Year 2027: **$18.35 for Limestone County** / $17.78 for Madison County

Section 2. Each and every provision of this ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void or invalid for any reason shall not affect any other provision hereof.

Section 3. This Ordinance shall become effective upon its adoption and publication as provided by law**.**

Section 4. The City Clerk-Treasurer is hereby directed to effectuate proper publication of the instant ordinance as provided by law.

READ, PASSED, and ADOPTED this _____ day of December 2026.

_____

Billie Goodson, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of December 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-397-R

A RESOLUTION AUTHORIZING AMENDED AGREEMENT WITH ATHENS UTILITIES FOR ITS PROVISION OF BILLING SERVICES FOR GARBAGE AND TRASH COLLECTION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an amended agreement with Athens Utilities for the provision of billing and fee collection services for garbage and trash collection services provided to City residents in the Athens Utilities service area, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement For Billing 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 Agreement, the Mayor or her designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the 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 23rd day of November, 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

AGREEMENT FOR BILLING SERVICES

This Agreement for Billing Services (the "Agreement") is executed by and between the City of Madison, Alabama, a municipal corporation (hereinafter referred to as "City") and Athens Utilities, a division of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of Alabama, (hereinafter referred to as "AU").

WITNESSETH:

WHEREAS, the City has established and assessed mandatory trash and garbage collection charges for residential dwellings within the corporate limits of the City;

WHEREAS, AU has the means to invoice and collect said fees from the residents of those dwellings which are located in Limestone County and served by AU; and

WHEREAS, the City desires to enter into this Agreement with AU for its provision of garbage and trash fee billing and collection services for residential dwellings within the City that are located in Limestone County.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Commencement, Effective Date, and Term.

The term of this Agreement shall commence on January 1, 2027, and it shall remain and continue in full force and effect until September 30, 2029 (the "Term"), unless the same is terminated before said date pursuant to the provisions of this Agreement.

Section 2. Services.

As part of its monthly billing statement sent to its customers living within the corporate limits of the City, AU shall include a separate line item reflecting the total amount to be charged per residence for garbage collection and trash collection. AU then shall collect the fees remitted by those residential utility customers and disburse them according to Section 4.

Each month, AU shall provide the City available financial data related to the charge and collection of the garbage service and trash service fees, such as the total number of residential customers living within the City which were billed by AU for those services; the total amount collected by AU for those services; the total amount recorded as receivables; and the total amount allowed for accounts uncollectible.

Section 3. Payment for Services.

(a) Service Fee. For the services provided under Section 2, the City will pay, and AU will accept for the period dating from October 1, 2026, through September 30, 2029, one dollar twenty-five cents ($1.25) per residential customer located within the corporate limits of the City and billed by AU for utility services, as such amount may be adjusted from time to time pursuant to Section 3(b) (the "Service Fee").

(b) Adjustment of Service Fee. Notwithstanding anything to the contrary in this Agreement, AU may, in its sole discretion, increase, decrease, or otherwise modify the per residential customer amount of the Service Fee at any time during the Term, or during any month-to-month continuation of this Agreement under Section 6, by delivering written notice of the adjustment to the City at least ninety (90) days before the date the adjusted Service Fee takes effect. Each such notice (an "Adjustment Notice") shall state (i) the adjusted per residential customer amount and (ii) the date it takes effect, which may not be earlier than the ninetieth (90th) day after the City receives the Adjustment Notice, as receipt is determined under Section 10. Beginning on that effective date, the adjusted amount shall be the Service Fee for all purposes of this Agreement until AU adjusts it again under this Section 3(b). The City's consent, the approval of either party's governing body, and a written amendment under Section 7 shall not be required for an adjustment under this Section 3(b).

(c) Meet and Confer. Upon the City's written request delivered to AU within fifteen (15) days after the City receives an Adjustment Notice, AU shall meet and confer with the City in good faith, at a mutually convenient time before the effective date stated in the Adjustment Notice, to discuss the reasons for the adjustment of the Service Fee. Notwithstanding the foregoing, (i) nothing in this Section 3(c) shall limit, condition, or otherwise affect AU's sole discretion to adjust the Service Fee under Section 3(b); (ii) neither a request to meet and confer, any meeting held under this Section 3(c), nor the failure of the parties to agree shall delay, suspend, toll, or otherwise affect the effective date of the adjusted Service Fee stated in the Adjustment Notice; and (iii) AU shall have no obligation to withdraw, modify, or delay any adjustment as a result of any such meeting.

Section 4. Remittance of Receipts.

On a monthly basis, AU shall remit to the City all receipts for trash and garbage collection, less the amount owed to AU for all billing and collection services based on the Service Fee in effect under Section 3 for the month in which such services were rendered.

Section 5. Currency of Pricing.

It shall be the responsibility of the City to provide AU with the duly authorized resolution reflecting the current contract pricing for each service being billed under this Agreement. In the event of any future amendments to the amounts to be collected, City shall notify AU immediately upon the Council's authorization of such change and provide AU with a copy of the resolution creating the change and provide the effective date thereof. The parties will cooperate to ensure any changes in pricing are approved, communicated, and implemented in an appropriate and timely fashion such that the contractor and the residents are billed and paid in accordance with the Council's action. This Section 5 applies only to the garbage and trash collection charges the City assesses against its residents. It does not apply to, and shall not limit or condition, the Service Fee or AU's right to adjust the Service Fee under Section 3(b).

Section 6. Extension of Agreement.

This Agreement shall conclude and terminate (i) at the end of the Term and (ii) upon a written notice by either party to the other that the Agreement has concluded and terminated due to the end of the Term. If the Term has concluded and such notice has not been issued, then the Agreement shall continue on a month-to-month basis, until such notice is issued.

Section 7. Amendment.

Except for an adjustment of the Service Fee by AU under Section 3(b), which shall be effective as provided in that Section, to become effective, any amendment of this Agreement must be in writing, authorized by each party's governing body, and signed by their duly authorized representatives.

Section 8. Indemnity.

To the extent permitted by law, the City agrees to indemnify and hold AU harmless from all claims, lawsuits, actions or causes of action, which arise from or relate to AU's performance of its obligations under this Agreement.

Section 9. Termination of Agreement.

(a) AU may terminate this Agreement at any time during the Term by serving a written notice to the City at least six (6) months prior to the termination date.

(b) The City may terminate this Agreement during the Term by serving a written notice to AU at least six (6) months prior to the termination date.

(c) Notwithstanding the six (6) month notice requirement above, if AU delivers an Adjustment Notice under Section 3(b), the City may terminate this Agreement by serving written notice of termination on AU during the sixty (60) day period ending on the day immediately before the effective date stated in the Adjustment Notice. Any such termination shall be effective on the day immediately before that effective date, and the adjusted Service Fee shall not apply to services rendered before the termination takes effect. The City's right to terminate under this paragraph is the City's sole remedy with respect to an adjustment of the Service Fee and shall not delay, suspend, or otherwise affect the effective date of the adjusted Service Fee if the City does not terminate in accordance with this paragraph.

Section 10. Notices.

Any notice provided pursuant to performance under this Agreement must be in writing and delivered by personal service, via a common carrier/document delivery service, or by placing the same in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or such other address as the party may later designate by notice. A notice shall be deemed received (i) on the date of delivery if delivered by personal service or common carrier/document delivery service, or (ii) on the date shown on the return receipt if sent by certified mail. Any Adjustment Notice under Section 3(b) shall be delivered in accordance with this Section 10 to the City's Mayor's Office.

To City:	To AU:
Mayor's Office City of Madison, Alabama 100 Hughes Road Madison, Alabama 35758 With a copy to: Director of Finance	Director of Finance Athens Utilities 1806 Wilkinson Street Athens, Alabama 35611

City of Madison, Alabama 100 Hughes Road Madison, Alabama 35758	

IN WITNESS WHEREOF, the undersigned hereby 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.

Two (2) signature pages to follow.

Remainder of page intentionally left blank.

[SIGNATURE PAGE 1 — Athens Utilities]

Athens Utilities, a division of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of Alabama,

By: _____
[Name], Mayor, City of Athens

ATTEST:

_____
[Name], City Clerk/Treasurer

STATE OF ALABAMA
COUNTY OF LIMESTONE

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that _____ and _____, whose names as Mayor and City Clerk/Treasurer of the City of Athens, Alabama, a municipal corporation organized under the laws of the State of 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, as such officers and with full authority, they executed the same voluntarily for and as the act of said corporation.

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

_____
NOTARY PUBLIC

Remainder of page intentionally left blank.

[SIGNATURE PAGE 2 — City of Madison]

City of Madison, Alabama, a municipal corporation

By: _____
Ranae Bartlett, Mayor

ATTEST:

_____
Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA
COUNTY OF MADISON

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

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

_____
NOTARY PUBLIC

Remainder of page intentionally left blank.

RESOLUTION NO. 2026-484-R

A RESOLUTION AUTHORIZING A LANDSCAPING EASEMENT AND MAINTENANCE AGREEMENT WITH TOWN MADISON BUSINESS ASSOCIATION, INC.

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Landscaping Easement and Maintenance Agreement with Town Madison Business Association, Inc., an Alabama non-profit corporation, for a landscaping and maintenance easement within the right of way of Town Madison Boulevard from the intersection within the right of way of Zierdt Road on the east to the intersection of the I-565 interstate ramps on the west, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Landscaping Easement and Maintenance 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.

BE IT FURTHER RESOLVED that the Fiscal Year 2027 General Fund budget is hereby amended to increase the General Services Department Utilities line item to provide for water utility expenses in an amount not to exceed $1,500 per month;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of November 2026.

_____

Billie Goodson, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of November 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

This Agreement Prepared by:
Megan Zingarelli
City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758

STATE OF ALABAMA

COUNTY OF MADISON

LANDSCAPING EASEMENT AND MAINTENANCE AGREEMENT

THIS LANDSCAPING EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is entered into as of the ____ day of _____, 2026, by and among TOWN MADISON BUSINESS ASSOCIATION, INC., an Alabama non-profit corporation ("Grantee") and the CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama ("City").

WHEREAS, by certified plat recorded April 9, 2017, which is recorded in the Office of the Judge of Probate of Madison County, Alabama, as document No. 2017-00020769, Old Town Investments, LLC, dedicated certain rights of way and easements to the use of the public; and

WHEREAS, Grantee has maintained landscaping and an irrigation/sprinkler system ("Irrigation System") within the right of way of Town Madison Boulevard from the intersection with the right of way of Zierdt Road on the east to the intersection of the I-565 interstate ramps on the west (the "Easement Area"); and

WHEREAS, Grantee has requested and the City has agreed to grant to Grantee a landscaping and maintenance easement over, across, and upon the Easement Area, subject to the terms, provisions, and conditions contained in this Agreement.

WHEREAS, Grantee is willing to install and maintain landscaping and an Irrigation System in the Easement Area in accordance with the terms of this Agreement, and the City has agreed to pay the bills for water service for said landscaping; and

WHEREAS, all parties are desirous of entering into this Agreement for the public purposes of right of way maintenance and beautification and for the purpose of confirming the mutual understanding of the parties.

NOW, THEREFORE, in consideration of the recitals and of the agreements and covenants herein contained, the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Landscaping Easement & Maintenance Area. City hereby grants to Grantee a perpetual, non-exclusive landscaping easement for the installation, maintenance, and beautification of landscaping within the Easement Area lying in the City of Madison, Madison County, Alabama as more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Landscaping Easement").

2. Landscaping & Irrigation System Installation. Grantee agrees, at is sole cost and expense, to install and maintain landscaping, as well as an Irrigation System within the Easement Area.

(a) Grantee may contract with a third party to perform all services required within the Easement Area. All work performed must be done by properly licensed and insured contractors.

(b) During any construction activities performed by or on behalf of Grantee in accordance with this Agreement, Grantee shall keep the Easement Area in a clean and orderly condition and in compliance with all applicable municipal regulations pertaining to rights of way. Furthermore, Grantee agrees to provide drawings of the landscaping and Irrigation System to City after they are constructed and installed.

3. Landscaping Maintenance within Easement Area. Grantee agrees, at its sole cost and expense, to provide routine landscaping maintenance services, including grass mowing, trimming, edging, and weed maintenance, for all landscaping within the Easement Area. Grantee may contract with a third party to perform all grass cutting and/or landscaping services required within the Easement Area. All work performed must be done by properly licensed and insured contractors.

4. Maintenance and Repair.

(a) Grantee, at its sole cost and expense, shall maintain or cause to be maintained in good repair and condition, and in compliance with all municipal rules, guidelines and regulations, all landscaping and the Irrigation System constructed or installed by or on behalf of Grantee within the Easement Area. The Easement Area shall be available to City to allow City to inspect the Easement Area and any improvements located therein to assure that they are properly maintained. In the event of any failing, poor condition, or lack of repair and/or maintenance of any landscaping or the Irrigation System within the Easement Area in violation of this Agreement, City shall be entitled, but not obligated, to expend such sums as are reasonably necessary to put such improvements or landscaping in good repair and condition and may recover the cost thereof from Grantee within thirty (30) days of providing written demand. Notwithstanding anything in this Agreement to the contrary, in no event shall Grantee's maintenance and repair obligations as set forth in this Agreement extend to any roadway improvements, curb, gutter, utilities (other than the Irrigation System itself) or any

other improvements within the Easement Area, except for landscaping and the Irrigation System.

(b) City, at its sole cost and expense, shall cause the ownership of the water meter located within the Easement Area to be transferred to its name within ten (10) days of the execution of this Agreement. City shall pay monthly for water service within the Easement Area. If irregular billing or leaks are identified, City reserves the right to suspend the water service temporarily to investigate the source of and resolve leaks in cooperation with Grantee.

(c) If the City or its authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility lines located in the Easement Area, the City will provide thirty (30) days' prior written notice to Grantee of the need to excavate or otherwise access the Easement Area. After providing written notice consistent with this paragraph, the City may remove or cause to be removed, at City's sole cost and expense, any portions of improvements in the Easement Area to the minimum extent reasonably necessary to complete the maintenance, repair, or replacement within the Easement Area. After the City or Franchisees complete any such maintenance, repair, or replacement within the Easement Area, the City shall restore and reconstruct the improvements in the Easement Area substantially to the same extent existing prior the subject excavation or other work within the Easement Area. Notwithstanding the foregoing, in the event of an emergency, the City or its Franchisees may immediately access the Easement Area and remove or cause to be removed any improvements reasonably necessary to address the emergency, without giving notice, provided that the City shall give such notice to Grantee as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the City.

5. Amendment; Termination. The parties reserve the right to modify, amend, or terminate this Agreement by mutual written agreement. No amendment shall be effective unless in writing and signed by the parties and recorded in the Probate Records of Madison County, Alabama. In the event City notifies Grantee of a default of its obligations under this Agreement, which such default Grantee fails to cure within thirty (30) days after its receipt of such notice, then the City shall have the right to terminate this Agreement by written notice to Grantee, which such termination shall take effect immediately upon Grantee's receipt of such termination notice.

6. Reservation by City. City reserves all rights of ownership in and to the Easement Area, which are not inconsistent with the Landscaping Easement, including, without limitation, the right to grant further easements on, over, across, or upon City property and/or the Easement Area.

7. Hold Harmless. Grantee agrees herein to indemnify and hold the City harmless from any claim, liability, cost or expense of any kind arising out of a breach of this Agreement by Grantee, other than damage caused by willful misconduct or gross negligence of the City.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of this Agreement or the application of such term, covenants, condition, or provision to any person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

10. Governing Law. This Agreement shall be interpreted in accordance with Alabama law without regard to its conflict of law provisions.

11. Counterparts; Separate Signature Pages. This Agreement may be executed in one or more counterparts and on separate signature pages, and as so executed all of which shall constitute one and the same document.

12. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written below.

[*Signature Pages to Follow.*]

[*Grantee's Signature page to Landscaping Easement and Maintenance Agreement*]

TOWN MADISON BUSINESS ASSOCIATION, INC.

By: _____
Louis W. Breland, its President

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Louis W. Breland, whose name as President of Town Madison Business Association, Inc., an Alabama non-profit corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of corporation on the day the same bears date.

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

_____
NOTARY PUBLIC
My commission expires: _____

[*City's Signature Page to Landscaping Easement and Maintenance Agreement*]

CITY:

CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama

By: _____
Ranae Bartlett, Mayor

ATTEST:

By: _____
Name: Lisa D. Thomas
Its: City Clerk-Treasurer

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, a municipal corporation in the state of 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 foregoing instrument, they executed the same voluntarily for and as the act of the City of Madison, Alabama, on the day the same bears date.

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

_____
NOTARY PUBLIC
My Commission Expires: _____

Exhibit "A"
(Legal Description of Easement Area)

The "Easement Area" shall consist of the right of way of Town Madison Boulevard from the intersection with the right of way of Zierdt Road on the east to the intersection of the I-565 interstate ramps on the west.