Agenda

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

6:00 PM
Council Chambers
September 14, 2026

AGENDA NO. 2026-17-RG

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

1. CALL TO ORDER

2. INVOCATION

   A. Pastor Ethan Ryan, Midtown Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. PRESENTATIONS AND AWARDS

   A. Presentation of Proclamation by Mayor Bartlett designating the week of September 14, 2026 Professional Women in Building Week in the City of Madison to Emma Pagan with Huntsville Madison County Builders Association

7. APPROVAL OF MINUTES

   A. MINUTES NO. 2026-16-RG, dated August 24, 2026

   B. MINUTES NO. 2026-03-SP, dated August 31, 2026

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. 2626-313-R:** Authorizing the disposal or destruction of certain Fire Department records as reviewed by the Alabama Department of Archives and History

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

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

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

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

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

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

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

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

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

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

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

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

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

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

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

A. **Proposed Ordinance No. 2026-274:** Zoning certain property owned by Latif Leka, consisting of 0.46 acres, located at 158 Forrest Drive, south side of Forrest Drive, east of Rainbow Drive, R-1A (Low Density Residential) upon annexation (First Reading 8/10/2026)

B. **Proposed Ordinance No. 2026-279:** Rezoning certain property owned by Charles and Martha Rodman, Carol Green, James and Susie Lewter, consisting of 23.4 acres, located on the west side of Slaughter Road, north of Eastview Drive, rezoning approximately 19 acres from AG (Agriculture District) to R-1C (Single-Family Conservation District) and approximately 4.4 acres from AG to B-2 (First Reading 08/10/2026)

13. DEPARTMENT REPORTS

CITY CLERK

A. **Resolution No. 2026-324-R:** Authorizing a Lease Agreement with Pitney Bowes, Inc., for postage meter services through the NASPO Purchasing Cooperative in the amount of $1,067.40 per quarter ($4,269.60 annually) (to be paid from City Clerk-Treasurer Department budget)

ENGINEERING

A. **Resolution No. 2026-312-R:** Authorizing a Professional Services Agreement with S&ME, Inc., for environmental services for the FY2026 Municipal Training in the amount of $2,200 per training session (to be paid from Stormwater account)

B. **Resolution No. 2026-321-R:** Acceptance of Star Estates Phase 2B into the City of Madison Maintenance Program

C. **Resolution No. 2026-323-R:** Authorizing an application for Transportation Alternative Program (TAP) for Project No. 26-012 to extend the Town Madison Greenway/Singing River Trail (City of Madison match amount in addition to non-eligible project costs $200,000)

D. **Resolution No. 2026-334-R:** Acceptance of McCaulley Manor Subdivision into the City of Madison Maintenance Program

E. **Resolution No. 2026-335-R:** Authorizing Change Order #2 for Ivaldi Engineering on Project 26-003 Town Madison/I-565 Signal for ALDOT plan set modification (not to exceed $12,520 paid from Engineering Budget)

F. **Resolution No. 2026-337-R:** Authorizing property acquisitions for Project No. 22-008 - Bradley Street Improvements

G. **Resolution No, 2026-352-R:** Authorizing an application for Transportation Alternative Program (TAP) for Project No. 26-005 Eastview Sidewalk Design (City of Madison to provide up to $200,000 of matching funds in addition to non-eligible project costs)

FIRE & RESCUE

A. **Resolution No. 2026-329-R:** Authorizing the purchase of six LIFEPAK 35 devices and accessories from Stryker Sales, LLC, through Sourcewell National Purchasing Cooperative and authorizing the trade in of six LIFEPAK 15 devices valued at $48,000.00 ($300,284.91 to be paid utilizing the Alabama Opioid Settlement Funds)

INFORMATION TECHNOLOGY

A. **Resolution No. 2026-341-R:** Authorizing the purchase of twelve HPE Aruba Networking Switches from PC Solutions & Integration, utilizing the Government Services Administration contract ($79,788.36 to be paid from IT Department budget)

LEGAL

A. **Resolution No. 2026-342-R:** Authorizing Agreement with the City of Madison Board of Education for Sidewalk Funding and Construction ($150,000 to be deposited in Public Works Budget)

B. **Resolution No. 2026-343-R:** Authorizing the Incorporation of the Public Park and Recreation Board of the City of Madison

C. **Resolution No. 2026-344-R**: Appointing Board Members to the Public Park and Recreation Board of the City of Madison

D. **Resolution No. 2026-345-R:** Approving Interstate 565 Right of Way Mowing Agreement and Permit with ALDOT ($25,000 reimbursement for City right of way mowing expenses)

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

F. **Resolution No. 2026-347-R:** Authorizing Participation in Fire Apparatus Manufacturer Multi-District Antitrust Litigation

PLANNING

A. **Proposed Ordinance No. 2026-272:** Assenting to the annexation of property located at 158 Forrest Drive, south side of Forrest Drive, east of Rainbow Drive, into the City of Madison (First Reading 08/10/2026)

B. **Proposed Ordinance No. 2026-298:** Vacation of a pedestrian easement located within 107 Cabot Circle, Lot 7 of Biltmore Bend of Heritage Plantation Subdivision (First Reading 08/24/2026)

C. **Proposed Ordinance No. 2026-300:** Vacation of a utility and drainage easement located within 117 Kensington Drive, Lot 50, Block 3 of Woodfield Subdivision First Addition (First Reading 08/24/2026)

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

E. **Proposed Ordinance No. 2026-314**: Assenting to the annexation of property located north of Huntsville-Browns Ferry Road, east of Holladay Boulevard, into the City of Madison (First Reading)

F. **Resolution No. 2026-315-R:** Setting a Public Hearing on Proposed Ordinance No. 2026-316: zoning certain property owned by Reality 9, LLC, consisting of 20.8 acres, located north of Huntsville-Browns Ferry Road and east of Holladay Boulevard to RC-2 (Residential Cluster District) upon annexation (First Publication 9/23/2026, Synopsis 9/30/2026, Public Hearing 10/26/2026)

G. **Proposed Ordinance No. 2026-317:** Assenting to the annexation of property located at 139 Lewter Drive, east side of Lewter Drive, south of Eastview Drive, into the City of Madison (First Reading)

H. **Resolution No. 2026-318-R:** Setting a Public Hearing on Proposed Ordinance No. 2026-319: zoning certain property owned by Glenn Ray and Deena McPherson, consisting of 1.55 acres, located at 139 Lewter Drive, east side of Lewter Drive, south of Eastview Drive, R-1A (Low Density Residential) upon annexation (First Publication 9/23/2026, Synopsis 9/30/2026, Public Hearing 10/26/2026)

POLICE

A. **Resolution No. 2026-320-R:** Authorizing a Maintenance and Support Agreement with Applied Digital Solutions for the recording system software for a one-year term ($3,500 to be paid from Police Department budget)

B. **Resolution No. 2026-330-R:** Authorizing the purchase of bullet-resistant vests and vest carriers from GT Distributors of Georgia, Inc., through BuyBoard National Purchasing Cooperative (to be paid from Police Department budget)

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

RECREATION

A. **Resolution No. 2026-331-R:** Authorizing a Professional Services Agreement with Kristen Bumpas for the provision of baton twirling instruction services at no cost to the City

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. 2026-16-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
August 24, 2026

The Madison City Council met in regular session on Monday August 24, 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 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	Absent
Council District No. 3 Billie Goodson	Present
Council District No. 4 Michael McKay	Present
Council District No. 5 Alice Lessmann	Present
Council District No. 6 Erica White	Present
Council District No. 7 Kenneth Jackson	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Municipal Records Coordinator Amy Rumley, City Attorney Megan Zigarelli, Assistant City Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Fire Chief Brandy Williams Bailey, City Engineer Michael Johnson, Police Chief John Gandy, and Director of Operations and Communications Amanda Jarrett.

Public Attendance registered: Amy Balch, Opie Balch, Brenle Matthew, Rod Matthew, Maggie Minsk, Carlene Wojciechovewski, Shelton Turbert, Josh Britt, Charity Stratton, and Tyler Gautney

AMENDMENTS TO AGENDA

City Attorney Megan Zigarelli announced an amendment to the agenda, removing item 11a which is the appointment to the Madison Utilities Board

APPROVAL OF MINUTES

MINUTES NO. 2026-15-RG DATED AUGUST 10, 2026

Council Member Erica White moved to approve Minutes No. 2026-15-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 Member Maura Wroblewski	Aye
Council Member David Bier	Absent
Council Member Billie Goodson	Aye
Council Member Michael McKay	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

PRESENTATIONS AND AWARDS

None

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.*

ROD MATTHEWS (DISTRICT 3)

Mr. Matthews, Economic Vitality Chairperson appeared before Council and Mayor Barlett to announce the following items:

- Inviting the public to a vision session for the business and consumer survey conducted back in June.
- Main Street Alabama in conjunction with downtown professional network will announce the results, Wednesday August 26, 2026, from 5 to 6:30 pm in the council chambers here in City Hall.

MAGGIE MINSK

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

- Flock cameras LPR's, and government surveillance, transparency and accountability
- Believing the public deserves evidence surveillance is producing public safety
- Before renewing contracts wanted to establish some guard rails and access for the public

TYLER GAUTNEY (DISTRICT 5 HUNTSVILLE)

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

- Spoke of his concern for Flock and LPR
- Data science, approximation

No more public comments, public comments closed

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member McKay stated there are four resolutions and four acceptance items.

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

General Operating account	$1,158,805.58
Special General Operating Accounts	$34.48
ADEM Storm Drainage	$94,683.65
Gasoline Tax & Petroleum Inspection fees	$22,717.31
TVA Tax	$2,997.72
Street Repair and Maintenance	$1,354.20
Library Building Fund	$94,757.20
Venue Maintenance	$249,806.83
Fire CPR	$1,117.61

Regular and periodic bills to be paid

Resolution No. 2026-299-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066288 caused by a collision involving a police vehicle which occurred on July 4, 2026 ($4,827.51 [less $1,000 deductible] to be deposited into General Operating account)

Resolution No. 2026-304-R: Authorizing the termination of a Professional Services Agreement with Valerie Harp and Joshua Harp Dream Vacations, d/b/a Vacations by Val Travel Group for professional travel agent services for participants in Madison Senior Center programs and activities

Resolution No. 2026-309-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 066179 arising from a collision involving a police vehicle which occurred on June 25, 2026, in the amount of $6,320.72 (to be deposited into General Operating account)

Resolution No. 2026-310-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065992 caused by a collision involving a police vehicle which occurred on May 21, 2026, in the amount of $8,954.56 (to be deposited into General Operating account)

Acceptance of supplemental insurance payment from Alabama Municipal Insurance Corporation in the amount of $1,582.84 on Claim No. 066027 for damage to a Police

Department vehicle (original insurance settlement approved via Resolution No. 2026-259-R)

Acceptance of supplemental insurance payment from Alabama Municipal Insurance Corporation in the amount of $1,740.58 on Claim No. 065848 for damage to a Building Department vehicle (original insurance settlement approved via Resolution No. 2026-230-R)

Approval to accept a donation in the amount of $100.00 from Sandra and Jeffrey Mehlhorn (to be deposited into Fire Donation account)

Acceptance of a donation from Commissioner Steve Haraway in the amount of $50,000 to be used for repaving Gillespie Road (to be deposited in the General Operating account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- In Hoover this morning, along with Chief Williams, Chief Gandy, and Sergeant Dixon met with Mayor Derzis public safety staff to prepare for SEC softball tournament.
- Congratulations, Council Member White and Chief Williams, who were accepted into Leadership Greater Huntsville flagship program, historic class 40.
- Wednesday, at Toyota Field, the first meeting of the mayor's youth council, comprised of thirty-three young high schoolers, focused on workforce, service and civic engagement.
- Praised Madison Police for the handling of a mental health emergency that occurred last Tuesday evening. Thanked Chief Gandy and the entire police force.

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Madison Library is accepting book donations. The next library book sale will be on October 24th.

- Attended the SEC trivia game in support of the Madison Police Foundation. Raised thousands in support of Madison Police Foundation.
- Started a system with Madison Utilities Engineering Supervisor Reece Lee, every Friday to share current and future projects.

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Last Thursday was the last third Thursday event in downtown Madison. Thanked all the businesses and vendors.
- Madison Utilities is continuing the water line replacement downtown. Madison Utilities has committed to current projects completed and cleaned up prior to the street festival. However, the re-pavement will not be until next year, so that the city can repave all the streets for a better result.
- Street Festival is scheduled for October 3rd.
- Thursday night August 27, between 6 and 8:30pm Madison Utlities announced a water shut off for 100-114 Church Street, Front and Maple
- Thanked the citizens for all the communication and information
- Complimented the Mayor on communication and inclusion of the council.

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Working to get office hours in September, location and hours will be announced at the next council meeting.
- Thank you to all the departments who worked to restore Madison after the storm last week.

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Business Council Meeting held at Homewood Suites in Town Madison, discussed the Taste of Madison benefiting the Miracle League on September 24th. Tickets are available on the website.
- Attended Alabama League of Municipalities district 5 congressional luncheon at the Alabama Veterans Museum in Athens. Thanked Congressman Dale Strong for his update, spoke of the footprint of space and defense here in North Alabama, along with the 13.5-million-dollar grant that was secured for the second state veteran cemetery that will be located in North Alabama.
- Congratulated Madison Alabama Latter-Day Saints on the groundbreaking.
- Congratulations to First National Bank on their five-year anniversary in Town Madison
- Congratulations also to Council Member White and Chief Williams on Leadership Greater Huntsville.
- Congratulated Mayor Bartlett on being named a Yellowhammer 2026 woman of impact for the state of Alabama.

- Back to school breakfast, Tuesday August 25 at 7:30am, hosted by Madison Chamber at Crosspoint church

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Office hours September 8th, here at city hall from 12-2pm. Thanked the residents who attended previous office hours, and a request was made before council and funded.
- Openings on zoning board of adjustments and appeals and the industrial development board. Information and application are available on the city website.
- The planning commission approved a 23-acre park adjoining Madison farms. The park will include three athletic fields, a playground, dog park, pavilion and restrooms. The park does not have an official name. Individuals or organizations interested in naming rights reach out to the mayor's office via email.
- Thank you to Director of Public Works Kent Smith and his department for quickly responding to trees down during the storms. Also thank you to all the department who were involved.

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Thank you to the residents and exhibitors to attended "Ask your City"
- September 4th from 7am to 4pm Woody Anderson Ford will donate $30.00 per test drive taken to Madison City Schools. Test drives will be at the Madison City Schools central office parking lot. No cost to participants but must be 18 years or older. The registration link is on the school systems Facebook page.
- Madison Police department is partnering with the FBI to provide internet safety awareness presentation, Tuesday September 8th at 5:30pm at James Clemens in the Harvard room, intended for parents and educators only.
- Madison Art Alliance, new art exhibit by Raven Mobley at Madison public library for the next five weeks.
- Battle of the Bands on Saturday September 12th at 6pm at Home Place Park. In addition to live music, there will be food vendors and activities for kids.
- Adopt a spot program is looking for individuals or organizations to improve the community's appearance. All clean up prevention supplies are provided, please email cleaupmadison@gmail.com if interested.

BOARD/COMMITTEE APPOINTMENTS

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

PUBLIC HEARINGS

PROPOSED ORDINANCE NO. 2026-236: ZONING CERTAIN PROPERTY OWNED BY WILLMAN LEE BURKET JR., CONSISTING OF 0.62 ACRES, LOCATED AT 11356 CARDINAL DRIVE, EAST SIDE OF CARDINAL DRIVE, NORTH OF POWELL ROAD, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 07/13/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-236. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-249: ZONING CERTAIN PROPERTY OWNED BY RICHARD AND KENYA MORSE, CONSISTING OF 2.42 ACRES, LOCATED AT 10569 BURGREEN ROAD, WEST SIDE OF BURGREEN ROAD, NORTH OF CEDAR ACRES DRIVE, R-1A (LOW DENSITY RESIDENTIAL) UPON ANNEXATION (FIRST READING 07/13/2026)

Council Member Goodson moved to approve Proposed Ordinance No. 2026-249. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

City Engineer Michael Johnson presented an annual update on Rebuild Alabama Act (2019) Gas Tax Funded Projects for FY2027.

- Collector road paving (total cost estimate $600,000)
  - County Line Road
  - Church Street
  - College Street
  - Arnett Street
  - Front Street

- Madison Boulevard Bridge Repairs
    - Structural concrete repairs
    - Estimated cost $200,000
- Other small road and paving projects ($81,000)
- 2019 Gas Tax Total FY2027 Budget $881,000

Council Member Jackson asked how the projects are selected. City Engineer Michael Johnson responded that a handful of collector roads are identified. The roads downtown were selected due to needing repair along with the Madison Utilities project currently underway.

Council Member Jackson asked for an update on the Balch and Gooch round about. City Engineer Michael Johnson responded that overhead power has been completed and waiting on AT&T. AT&T has completed their design, some properties over in the area need to be updated to fiber. Council Member Wroblewski asked about issuing a deadline to AT &T or a start date for construction or moving to another roundabout. City Engineer Michael Johnson states AT&T is being responsive, and right away acquisition is still being worked on the other round about. Council Member Jackson asked for calcification if Council Member Wroblewski was proposing postponing the Balch and Gooch round about. Council Member Wroblewski stated no, if the project is delayed on its own can another project be started. Council Member Jackson replied with work is already being done to facilitate construction on Balch and Gooch. Mayor Bartlett stated Madison Hospital is anxious for Balch and Gooch to be completed and some of the delays are beyond Madison City's control.

Council Member White asked if the paving project would fix the street and sidewalk mix match at Mill and Church Street. City Engineer Michael Johnson responded this project will not, it is just milling and resurfacing. However, Engineering is working in house with Public Works to make a safer transition.

Council Member McKay asked if there an update on the east west street project. City Engineer Michael Johnson responded with the project is under construction right now and will be a detached section of Royal Drive.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-158-R: AWARDING BID NO. 2026-009-ITB FOR JANITORIAL SERVICES FOR CITY FACILITIES TO BAZA SERVICES, LLC FOR THE MONTHLY AMOUNT OF $8,442.00 (TO BE PAID FROM FACILITIES AND GROUNDS DEPARTMENTAL BUDGET)

Council Member Lessmann moved to approve Resolution No. 2026-158-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-305-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH STRUTHERS RECREATION FOR THE PURCHASE AND INSTALLATION OF THREE (3) SHADE EQUIPMENT FOR BENCHES AT SUNSHINE OAKS IN THE AMOUNT OF $38,416.21 (TO BE PAID FROM FACILITIES & GROUNDS NEIGHBORHOOD PARKS ACCOUNT)

Council Member White moved to approve Resolution No. 2026-305-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-295: DECLARE VACANT TRACT OF LAND .93 ACRES IN SIZE AND LOCATED ON KYSER BOULEVARD AS SURPLUS (FIRST READING 08/10/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-295. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-306-R: AUTHORIZE BROKERAGE SERVICES AGREEMENT WITH CRUNKLETON & ASSOCIATES, LLC, FOR SALE OF VACANT TRACT OF LAND LOCATED ON KYSER BOULEVARD

Council Member McKay moved to approve Resolution No. 2026-306-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE AND RESCUE

RESOLUTION NO. 2026-307-R: AUTHORIZING A LETTER OF CONSENT TO THE CITY OF GADSDEN REGARDING USE OF RADIO FREQUENCY 856.4875 MHZ FOR FCC PURPOSES

Council Member Jackson asked what this frequency has been used for in the past. Fire Chief Williams stated the City of Gadsden is seeking to renew their FCC license that lapsed and anyone within 88 kilometers of Gadsden must be notified and there is no impact to Madison City.

Council Member Goodson moved to approve Resolution No. 2026-307-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

RESOLUTION NO. 2026-308-R: AUTHORIZE AGREEMENT WITH MADISON COUNTY FOR SOLID WASTE COLLECTION AND DISPOSAL ($67,450 PER MONTH TO BE PAID FROM CUSTOMER FEES; NO INCREASE TO CUSTOMER FEES)

Council Member Lessmann moved to approve Resolution No. 2026-308-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2026-237: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 11356 CARDINAL DRIVE, EAST SIDE OF CARDINAL DRIVE,

NORTH OF POWELL ROAD, INTO THE CITY OF MADISON (FIRST READING 07/13/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-237. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2026-250: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 10569 BURGREEN ROAD, WEST SIDE OF BURGREEN ROAD, NORTH OF CEDAR ACRES DRIVE, INTO THE CITY OF MADISON (FIRST READING 07/13/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-250. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

This is a first reading only

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

This is a first reading only

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council Member Goodson announced a reminder that tonight is the last time to purchase a discounted early bird ticket to the Taste of Madison.

EXECUTIVE SESSION

City Attorney Megan Zigarelli makes the following declaration, as the City Attorney, I request that the City Council enter an executive session pursuant to Alabama Code §36-25A-7(a)(3) in order to discuss with the City's attorneys the legal ramifications of and legal options for pending litigation, as well as controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action. It is my opinion that this Open Meetings Act exception is applicable to a discussion of these matters with legal counsel, and this discussion does not constitute a waiver of the attorney-client privilege.

Council Member Lessman moves that the council enter into executive session for the purpose of such discussion

Council Member White: Second

Council President Wroblewski requested a roll call

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

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

ADJOURNMENT

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

The meeting was adjourned at 6:55 p.m.

Minutes No. 2026-16-RG, dated August 24, 2026, read, approved and adopted this 14th day of September 2026.

_____
Council Member Maura Wroblewski
District One

_____
Council Member David Bier
District Two

_____
Council Member Billie Goodson
District Three

_____
Council Member Michael McKay
District Four

_____
Council Member Alice Lessmann
District Five

_____
Council Member Erica White
District Six

_____
Council Member Kenneth Jackson
District Seven

Concur:

_____
Ranae Bartlett, Mayor

Attest:

_____
Lisa D. Thomas
City Clerk-Treasurer

_____
Amy Rumley
Recording Secretary

MINUTES NO. 2026-03-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
August 31, 2026

The Madison City Council met for a Special Called Meeting on Monday, August 31, 2026, at 12:00 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 12:00 p.m. by Council President Maura Wroblewski.

The following elected governing officials were in attendance

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Support Technician Garrett Gillott, Information Technology Director Chris White, Director of Finance David Lawing, Deputy Director of Human Resources Mia Powers, Director of Human Resources Kelli Bracci and Director of Operations and Communications Amanda Jarrett

Public in attendance: None

RESOLUTION NO. 2026-332-R: AUTHORIZING PARTICIPATION IN THE ONE-TIME LUMP-SUM PAYMENT FOR ELIGIBLE CITY RETIREES AND BENEFICIARIES OF DECEASED RETIREES PURSUANT TO ACT 2026-608

Council President Maura Wroblewski opened the meeting by welcoming everyone to the Special Called Meeting and announced that the City Council signed a Waiver of Notice for this special meeting. The City Clerk's Office will be given the signed waiver for future reference.

City Attorney Megan Zingarelli presented to the council under this agreement for the city to participate in the one-time lump-sum payment for eligible retirees and beneficiaries pursuant to Act 2026-608 passed during the 2026 Regular Session of the Alabama Legislature. The Act provides for the retiree to receive a one-time lump sum of $1.00 for each month of service credited to the retiree's account or a beneficiary of a deceased retiree. The City will be contributing $42,446.

Finance Director David Lawing verified from records that the City of Madison has participated in 2002, 2005, 2006, 2007, 2008, 2015, 2017 and 2022 when available or when the retiree's received COLA.

Council Member Jackson stated that he appreciates the retirees and their service. He asked for clarification on how Madison City will benefit currently or moving forward and asked how many retirees are involved in this current payment. Council Member Jackson also voiced concerns over the cut-off for the decision when the letter was received on May 19th.

City Attorney Megan Zingarelli and Deputy Director of Human Resources Mia Powers explained that a payment like this could function as an incentive to current employees that may be looking forward to retirement and that the amount would depend on what option the retirees chose at the time of retirement. The amount also is based on the years worked with the city. Deputy Director Powers clarified that $42,446 would be split among fewer than 100 retirees and beneficiaries and that the cut-off for the decision is today, August 31, 2026.

Mayor Bartlett addressed Council Member Jackson informing him that she became aware of the August 31st deadline in the letter on Wednesday, then quickly reached out to the council members and thanked them for agreeing to come to the special-called meeting so they could provide this benefit to the retirees.

Council Member White moved to approve Resolution No. 2026-332-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

ADJOURNMENT

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

The meeting was adjourned at 12:08 p.m.

Minutes No. 2026-03-SP, dated August 31, 2026, read, approved and adopted this 14th day of September 2026.

_____

Council Member Maura Wroblewski
District One

_____

Council Member David Bier
District Two

_____

Council Member Billie Goodson
District Three

_____

Council Member Michael McKay
District Four

_____

Council Member Alice Lessmann
District Five

_____

Council Member Erica White
District Six

_____

Council Member Kenneth Jackson
District Seven

Concur:

_____

Ranae Bartlett, Mayor

Attest:

_____ _____

Lisa D. Thomas
City Clerk-Treasurer

Kristi Brackett
Recording Secretary

RESOLUTION NO. 2026-313-R

AUTHORIZING THE DISPOSAL OR DESTRUCTION OF CERTAIN FIRE DEPARTMENT RECORDS

WHEREAS, the City Clerk-Treasurer has identified certain City records, more specifically described attached hereto, that are eligible for destruction under guidelines established by the Alabama Local Government Records Commission; and

WHEREAS, the Fire Chief has concurred with the disposal or destruction of these records, and

WHEREAS, the Alabama Department of Archives & History has reviewed the proposed Local Government Records Destruction Notice for eligibility, and

WHEREAS, the City Council desires to authorize the City Clerk-Treasurer to destroy the records identified as eligible for destruction.

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk-Treasurer is hereby authorized to proceed with the destruction of records pursuant to the attached Local Government Records Destruction Notice prepared by the City Clerk-Treasurer dated August 18, 2026.

READ, APPROVED, AND ADOPTED this 14th day of September 2026

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
DEPARTMENT OF ARCHIVES AND HISTORY

624 WASHINGTON AVENUE · MONTGOMERY, AL 36130-0100
Mailing Address: P.O. BOX 300100
www.archives.alabama.gov

Director's Office	334-242-4441
Administrative Services	242-4361
Research Room	242-4435
School Tours	242-4364
Records Management	242-4452
State Records Center	277-9898

Steve Murray
DIRECTOR

August 20, 2026

Amy Rumley
Municipal Records Coordinator
City of Madison
Fire Department
100 Hughes Road
Madison, AL 35758

Dear Amy Rumley:

Please allow this letter to serve as notification that the Alabama Department of Archives and History Records Management Section has received your Local Government Records Destruction Notice for two (2) cubic feet of outdated records from the City of Madison - Fire Department. These documents appear to be eligible for destruction under the Records Disposition Authority for Fire Departments.

For your convenience, I have included a copy of the submitted destruction notice. If you have any questions or concerns, please feel free to contact me at 334-353-4702, or chris.bertolini@archives.alabama.gov.

Sincerely,

Chris Bertolini
Records Management Archivist
Alabama Department of Archives and History
624 Washington Ave.
Montgomery, AL 36130

Enclosure

BOARD OF TRUSTEES
Delores R. Boyd, Chair, ***District 7*** · Julian D. Butler, Vice Chair, ***District 5***
District 1: Schley Rutherford Jr. · ***District 2:*** Horace H. Horn; Gale Saxon Main
District 3: Fred D. Gray; Barbara Patton · ***District 4:*** Bobby M. Junkins
District 5: Lynwood Smith · ***District 6:*** Majella Chube Hamilton; Garland Cook Smith
At Large: Leigh Davis; Marcus Reid
Ex-officio Member: Governor Kay Ivey

RM-05

Revised 10/2025

Local Government Records Destruction Notice

To document the legal destruction of records according to your agency's Records Disposition Authority (RDA), send this completed form to the Alabama Department of Archives and History (ADAH) to receive your letter of eligibility. Records not covered by an approved RDA, or records created prior to 1900, may NOT be legally destroyed. For questions, contact the ADAH Archives Division at 334-242-4452. Please do not mail the form. Instead, email the destruction notice to recordsmanagement@archives.alabama.gov. Electronic signatures are allowed.

Date	Local Government	Department	Program Unit
08/18/2026	City of Madison	Fire	

First Name	Last Name	Job Title	Phone Number
Amy	Rumley	Municipal Records Coordinator	256-772-5655

Email	Street	City	State	Zip
amy.rumley@madisonal.gov	100 Hughes Road	Madison	AL	35758

Please list name, title, email, and phone number for any other individuals, not listed above, who need to be copied when sending the letter of eligibility.

Lisa Thomas, City Clerk Treasurer
Fire Cheif Brandy Williams

Select the manner in which records will be destroyed	Date of Intended Destruction	Select the retention schedule you are using to destroy records
Shredding	09/15/2026	Municipalities

Total cubic feet of obsolete paper records destroyed?	Total bytes of obsolete electronic records destroyed?
2CF	

I hereby certify that the records to be destroyed are correctly represented below, that they are eligible for destruction according to the Records Disposition Authority approved by the Local Government Records Commission, that audit and Sunset Review requirements have been fully satisfied, and that the records are not required for any pending or imminent litigation.

Signature of Authorizing Official	Printed Name of Authorizing Official	Title of Authorizing Official
Lisa D Thomas	Lisa Thomas	Treasurer
	(Signature may be digital but may not only be a typed name)	**For Schools: Must be the Superintendent of Education*

RDA Record #	Records Title As Shown on RDA	Date Span	Retention as shown on RDA	Date Audited	Volume
20.14a	Individual employee leave and attendance records (including time sheets).	9/10/22-9/17/23	Retain 2 years following audit.	8/26/24	2CF

Hint: Place your cursor over any box to receive more specific instructions. Visit the Archives' website for updated information https://archives.alabama.gov/manage/local/

What if I have many different types of records? Fill out the first page and then attach as a separate document an excel spreadsheet with RDA#, Records Title as Shown on RDA, Date Span, Retention as shown on RDA, Date Audited, and Volume.

RESOLUTION NO. 2026-325-R

AUTHORIZING A LICENSE AGREEMENT WITH COSTAR FOR USE OF WEB-BASED SOFTWARE

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that it hereby ratifies the License Agreement ("Agreement") with CoStar, which was executed by the Mayor and attested by the City Clerk Treasurer on August 28, 2026, for the use of CoStar's web-based software, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "License Agreement;" 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 CoStar in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CoStar License Agreement

FOR INTERNAL ONLY: (Ref ID) 3832207	
AE:	Catherine Brooks
Location ID:	24972788
Business Code:	Government

CoStar

BILL TO:			
Licensee: City Of Madison			Location ID: 24972788
Address: 100 Hughes Rd		City/State/Zip: Madison, AL 35758	
Telephone: (256) 772-5630			
Bill-To Contact: Clyde Evans		Email for Bill-To Contact: clyde.evans@madisonal.gov	
USE:		**BILLING CYCLE:**	
Total No. Listings:	0	☑ Monthly	☐ Semi-Annually
Total No. Sites:	1	☐ Quarterly	☐ Yearly
Total No. Authorized Users (All Sites):	1		
TERM:			
One Year Initial Term			
INVOICE TYPE/BILLING PREFERRED:		**START DATE:**	
Single Invoice		Immediate Start	

SERVICES

Site	Market	Product Description	Monthly License Fees (Before Tax)
24972788	All Data	CoStar Suite	$430.00
		Total Monthly Fees From Additional Schedule of Services:	
		Discount:	
		Total Monthly License Fees:	$430.00
		Discounted Monthly License Fees:	

Notes:

This License Agreement incorporates by reference the Terms and Conditions for the services identified above (available at: https://www.costar.com/CoStarTerms-and-Conditions) and any addenda attached hereto between the parties, and establishes the terms and conditions under which CoStar will license the products set forth in this License Agreement. Use of any CoStar product is also subject to the website Terms of Service/Use ("Website Terms of Use") available online for each applicable service provided under this License Agreement. Licensee agrees to comply with such Website Terms of Use and to regularly review them for updates and changes. Any conflict or inconsistency shall be resolved according to the following order of precedence: (1) this License Agreement; (2) the Terms and Conditions; and (3) the Website Terms of Use. Terms used on this License Agreement and not otherwise defined shall have the meanings set forth in the applicable Terms and Conditions.

In the event Licensee does not execute this License Agreement by 8/31/2026, this License Agreement shall become null and void; however, if both parties execute and commence performance of their duties and obligations under this License Agreement after such date, this License Agreement shall continue in full force and effect and be binding on the parties. The person executing this License Agreement on behalf of Licensee represents and warrants having the authority to do so. CoStar hereby provides notice that only an authorized officer of CoStar or its parent company can execute this License Agreement on behalf of CoStar. Delivery of an executed signature page to this License Agreement by electronic means shall be effective and constitute a legal and binding agreement between the parties.

CoStar

By:

Name: Robin Rossmann

Title: Chief Financial Officer

Date: Aug 26, 2026

Address: 1201 Wilson Blvd

Address: Arlington, VA 22209-2304

City Of Madison

Signature: Ranae Bartlett

Print Name: Ranae Bartlett

Title: Mayor

Date: August 28, 2026

Address: 100 Hughes Rd

Address: Madison, AL 35758

Attest: Lisa D. Thomas

Lisa D. Thomas
City Clerk - Treasurer

CoStar
License Agreement

CoStar™

AUTHORIZED SITE & USERS LIST	
Authorized Site: City Of Madison	Location ID: 24972788
Address: 100 Hughes Rd	Madison, AL 35758
Total Number of Authorized Users at Site 1	

USERS AT ABOVE LISTED SITE	
Contact Name: Clyde Evans	Phone: (515) 419-9168
Email: clyde.evans@madisonal.gov	Role: User

RESOLUTION NO. 2026-328-R

A RESOLUTION DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS DISPOSAL AND DONATION

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

WHEREAS, Section 11-43-56, *Code of Alabama* (1975), authorizes the disposition of unneeded personal property by a municipality through the actions of its governing body; and

WHEREAS, the Madison City Council has been made aware that the Hazel Green Volunteer Fire Department desires such personal property and will be responsible for the transfer of said property from its current location;

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

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

one (1) 2009 Combo Fire Safety House VIN 1SSTT3937911SS287

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

Section 2. That the Mayor and City Clerk be, and they hereby are, authorized and directed to dispose of such personal property by donating the same to the Hazel Green Volunteer Fire Department and that such property shall be donated as-is, where-is, with no warranties of any kind whatsoever.

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

READ, APPROVED, and ADOPTED this 14th day of September 2026

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

Lisa D. Thomas, CMC
City Clerk-Treasurer

APPROVED this _____ day of September 2026

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____
(Existing Assets Number)

Section 2

Date: 08/18/2026 Department: Fire

Item Description: 2009 Combo Fire Safety House

Serial/Model #: 1SSTT3937911SS287 New: [ ] Used: [✓]

Location: Training Center Vendor Name: _____

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

Date Item Acquired: 4/13/2009 Cost or Donated Value: _____

Enhancements: Disposing so it can be donated to Hazel Green VFD

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.

Brandy Willis
Signature: (Department Head or Designee)

08/18/2026
Date:

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

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

_____

_____ Date: _____

_____
Signature, City Clerk-Treasurer

_____
Date

COMMENTS: _____

COPY: Requesting Dept. [ ] Finance Dept. [ ]

Revised 6/25/2007

RESOLUTION NO. 2026-349-R

A RESOLUTION DECLARING CERTAIN CITY VEHICLES SURPLUS AND AUTHORIZING THEIR DISPOSITION BY PUBLIC AUCTION

WHEREAS, the City of Madison has in its possession certain vehicles identified on Exhibit A, which is attached hereto and incorporated herein, and said vehicles are no longer needed for any public or municipal purposes; and

WHEREAS, it is the desire of the City Council of the City of Madison to declare the vehicles surplus property and authorize their disposition by consignment auction through Fowler Auction & Real Estate, pursuant to the agreement attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the vehicles identified on Exhibit A are hereby declared surplus and shall be offered for sale at consignment auction through Fowler Auction & Real Estate on a date determined in coordination with the auctioneer; and

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

READ, PASSED, and ADOPTED this 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Department	Make	Model	Year	VIN	Color	Tag
Facilities and Grounds	Ford	F150	2001	1FTRX18LX1NA58113	White	35749MU
Fire	Dodge	Charger	2008	2B3LA43H58H134272	White	49430
Parks & Recreation	Chevrolet	Pickup	1995	1GCFC24K3SZ246760	White	24695MU
Police	AM General	HMMWV Utility Truck	2010	590421	unknown	
Police	HMMMV	Utility Truck	1986	19560	Trailer	
Police	Dodge	Charger	2013	2C3CDXAG8DH619232	Black	
Police	Dodge	Charger	2013	2C3CDXAT9DH722303	Black	
Police	Dodge	Charger	2012	2C3CDXAT5CH305484	Black	
Police	Dodge	Charger	2014	2C3CDXAT0EH155612	Black	
Police	Ford	Crown Victoria	2010	2FABP78V9AX126243	White	
Police	Ford	Crown Victoria	2011	2FABP7BV8BX157159	White	
Police	Dodge	Charger	2012	2C3CDXAGXCH148182	Black	
Police	Chevrolet	Impala	2006	2G1WS551369429434	White	22210MU
Police	Ford	Crown Victoria	2005	2FAFP71WO5X171878	White	34992MU
Police	Dodge	Charger	2012	2C3CDXAG6CH240146	Black	36548
Police	Ford	E 350 SD Van	1999	1FBSS31LXXHA29888	White	31577MU
IT	Ford	Lgt Convt	2010	1FTMF1EV3AKB68344	White	
Undercover Police	Dodge	Nitro	2010	1D4PU2GK4AW153343	Silver	47AED79

Fowler Auction & Real Estate Service, Inc.

CONSIGNMENT SERVICES & PROCEDURES

Fowler Auction & Real Estate Service, Inc. (Fowler Auction) is pleased to provide professional auction services for municipalities, governmental entities, businesses, estates, and other consignors. The following outlines our consignment procedures, auction process and applicable fees.

CONSIGNMENT DELIVERY

Fowler Auction accepts consignment items Monday through Friday, 8 AM - 4:30 PM, excluding holidays.

Upon delivery, the person delivering the items must check in with the Consignment Yard Manager. At that time, all applicable information and documentation should be provided, including:

- **Municipality or department**
- **Contact name, phone number and email address**
- **Keys**
- **Titles and other required documentation (for municipalities we can arrange pick up of titles)**
- **Any additional information relevant to the items being consigned**

Providing this information at the time of delivery allows Fowler Auction to properly document, catalog, and market each item.

TITLES & DOCUMENTATION

Fowler Auction is a licensed vehicle dealer. Therefore, all vehicles, trucks, trailers, and other titled items must have a good and clean title, free of all liens and encumbrances, before being accepted for auction.

All titles must be properly completed and signed.

For municipality consignments, Fowler Auction requires a list of items to be consigned prior to delivery, along with appropriate documentation authorizing Fowler Auction to sell the items at auction.

INFORMATION NEEDED FOR AUCTION LISTINGS

To assist us in preparing accurate and informative listings, consignors should provide, when applicable:

- **Mileage and/or hours**
- **Known mechanical issues**
- **Condition of the item**
- **Keys**
- **Manuals**
- **Maintenance or service records**
- **Any other pertinent information that may be helpful in preparing the auction listing**

Fowler Auction & Real Estate Service, Inc.

OUR AUCTION PROCESS

Once items are received, Fowler Auction will:

- **Tag, photograph, and catalog each item.**
- **Prepare an informative description designed to accurately represent the item and generate bidder interest.**
- **Record videos of running vehicles and equipment when appropriate.**
- **Publish the complete auction catalog online.**
- **Advertise the auction through AuctionZip, AuctionLook, industrial equipment websites, social media platforms, Google, and other appropriate advertising outlets.**
- **Keep the online auction open for no less than three weeks prior to the scheduled closing date.**
- **Monitor bidder registration and bidding activity throughout the auction to help ensure qualified bidders are participating.**
- **Email invoices to winning bidders following the auction.**
- **Conduct payment and pickup during the two days following the auction's closing date.**

IMPORTANT - CONDITION OF ITEMS

All items are sold "AS IS, WHERE IS," with all faults and without warranties or guarantees, unless otherwise specifically stated in the auction listing.

AUCTION SCHEDULE

Consignment auctions are conducted quarterly in February, May, August & November.

The deadline for consigning items is 3 weeks prior to the next scheduled auction.

If Fowler Auction has been notified in advance that an item will be consigned, space will be reserved for the item provided it arrives no later than one week prior to the scheduled auction closing date.

FEES & PAYMENT

Fowler Auction charges a 10% Buyer's Premium on each sold lot. The Buyer's Premium is added to the winning bid price and is retained by Fowler Auction.

Settlement checks will be mailed within 30 days following the auction's closing date, unless prior arrangements have been made for the check to be held for pickup.

OUR COMMITMENT

Fowler Auction is committed to providing a professional, organized, and transparent auction process while maximizing exposure and value for our consignors. From receiving and cataloging items through marketing, bidder management, and final settlement, our team works to make the consignment process as efficient and successful as possible.

RESOLUTION NO. 2026-350-R

PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE PURSUANT TO SECTION 16-108 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON

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

Quantity	Description
1	Ice Machine (No Fixed Asset No.)
2	LifePak AED 100 (Fixed Asset No.'s 6752 and 6753)
2	Zoll Auto Defibrillators (Fixed Asset No.'s 4447 and 4448)
3	Auto External Defibrillators (Fixed Asset No.'s 4562, 4563, and 4564)

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

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

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

READ, APPROVED, and ADOPTED this 14th day of September 2026.

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

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. No Number
(Existing Assets Number)

Section 2

Date: 08/28/2026 **Department:** Fire

Item Description: 30" Ice Machine

Serial/Model #: 1120187725 **New:** ☐ **Used:** ☑

Location: Station 1 **Vendor Name:**

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

Date Item Acquired: Unknown **Cost or Donated Value:** Unknown

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.

Chad Menard - Deputy Chief
Signature: (Department Head or Designee)

08/28/2026
Date:

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

Section 3

DISPOSITION METHOD: **Surplus Sale:** _____ **Other:**

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ **Date:**

Minutes #:

SOLD TO: **Proceeds:**

Address:

Date:

Signature, City Clerk-Treasurer **Date**

COMMENTS:

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 6752
(Existing Assets Number)

Section 2

Date: 08/19/2026 **Department:**

Item Description: LifePak AED 100

Serial/Model #: **New:** ☐ **Used:** ☐

Location: Sta 1 **Vendor Name:**

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

Date Item Acquired: **Cost or Donated Value:** 2530.00

Enhancements:

Not sure when we acquired this. No longer works.

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.

Brady Williams
Signature: (Department Head or Designee)

08/19/2026
Date:

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

Section 3

DISPOSITION METHOD: **Surplus Sale:** **Other:**

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: **Date:**

Minutes #:

SOLD TO: **Proceeds:**

Address:

Date:

Signature, City Clerk-Treasurer **Date**

COMMENTS:

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 6753
(Existing Assets Number)

Section 2

Date: 08/19/2026 **Department:** Fire

Item Description: LifePak AED 100

Serial/Model #: _____ **New:** ☐ **Used:** ☐

Location: Sta 1 **Vendor Name:** _____

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

Date Item Acquired: _____ **Cost or Donated Value:** 2530.00

Enhancements: _____

Not sure when we acquired this. No longer works.

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:** 08/19/2026

********** **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

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 4447
(Existing Assets Number)

Section 2

Date: 08/19/2026 **Department:** Fire

Item Description: Zoll Auto Defibrillator

Serial/Model #: _____ **New:** [ ] **Used:** [✓]

Location: Sta 1 **Vendor Name:** _____

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

Date Item Acquired: _____ **Cost or Donated Value:** 2186.00

Enhancements: _____

Not sure when we acquired this. It no longer works.

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:** 08/19/2026

********** **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

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 4448
(Existing Assets Number)

Section 2

Date: 08/19/0226 **Department:** Fire

Item Description: Zoll Auto Defibrillator

Serial/Model #: **New:** ☐ **Used:** ☑

Location: Sta 1 **Vendor Name:**

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

Date Item Acquired: **Cost or Donated Value:** 2186.00

Enhancements:

No sure when we acquired this. No longer works.

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.

Brady Wilks
Signature: (Department Head or Designee)

08/19/2026
Date:

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

Section 3

DISPOSITION METHOD: **Surplus Sale:** **Other:**

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: **Date:**

Minutes #:

SOLD TO: **Proceeds:**

Address:

Date:

Signature, City Clerk-Treasurer **Date**

COMMENTS:

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 4562
(Existing Assets Number)

Section 2

Date: 08/19/2026 **Department:** Fire

Item Description: Auto External Defibrillator

Serial/Model #: **New:** ☐ **Used:** ☑

Location: Sta 1 **Vendor Name:**

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

Date Item Acquired: **Cost or Donated Value:** 2,000.00

Enhancements:

Not sure when we acquired this. No longer works.

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.

Brady Willis
Signature: (Department Head or Designee)

08/19/2026
Date:

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

Section 3

DISPOSITION METHOD: **Surplus Sale:** **Other:**

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: **Date:**

Minutes #:

SOLD TO: **Proceeds:**

Address:

Date:

Signature, City Clerk-Treasurer **Date**

COMMENTS:

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 4563
(Existing Assets Number)

Section 2

Date: 08/19/2026 **Department:** Fire

Item Description: Auto External Defibrillator

Serial/Model #: **New:** ☐ **Used:** ☑

Location: Sta 11 **Vendor Name:**

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

Date Item Acquired: **Cost or Donated Value:** 2,000.00

Enhancements:

Not sure when we acquired this. No longer works.

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:** 08/19/2026

********** **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

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 4564
(Existing Assets Number)

Section 2

Date: 08/19/2026 **Department:** Fire

Item Description: Auto External Defibrillator

Serial/Model #: **New:** ☐ **Used:** ☑

Location: Sta 11 **Vendor Name:**

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

Date Item Acquired: **Cost or Donated Value:** 2,000.00

Enhancements:

Not sure when we acquired this. No longer works.

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.

Brady Willis
Signature: (Department Head or Designee)

08/19/2026
Date:

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

Section 3

DISPOSITION METHOD: **Surplus Sale:** **Other:**

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: **Date:**

Minutes #:

SOLD TO: **Proceeds:**

Address:

Date:

Signature, City Clerk-Treasurer **Date**

COMMENTS:

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

RESOLUTION NO. 2026-356-R

A RESOLUTION AUTHORIZING LISTING AGREEMENT WITH TAYLOR PROPERTIES ALABAMA, LLC, FOR BROKERAGE SERVICES FOR KYSER BOULEVARD PROPERTY

WHEREAS, pursuant to Ordinance No. 2026-295 the City Council of the City of Madison, Alabama, declared property located on Kyser Boulevard (herein "the Property") no longer needed for public or municipal purposes and authorized the Mayor to solicit offers for the Property; and

WHEREAS, the Mayor recommends that the City engage an experienced commercial real estate broker to market the property and solicit offers on behalf of the City;

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 proposal from Taylor Properties Alabama, LLC, for real estate services to market the sale of the Property, according to the terms of the attached "Commercial Exclusive Right to Sell Listing Agreement," which is attached to this Resolution, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED, that Resolution No. 2026-306-R is hereby rescinded in its entirety; and

BE IT FURTHER RESOLVED that, upon presentation of a purchase offer and terms of sale of the Property acceptable to the City Council, the City Council will disclose and consider the terms of the sale in a subsequent meeting and formally authorize the disposition of the property; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the marketing proposal preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Taylor Properties Alabama, LLC, for the services listed in the attached proposal.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-357-R

A RESOLUTION RATIFYING CONTRACTOR AGREEMENTS FOR REPAIRS TO FIRE STATION NO. 2 AND AUTHORIZING TRANSFER OF FUNDS TO FACILITIES & GROUNDS DEPARTMENT BUDGET

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor's execution of Contractor Agreements for repairs to Fire Station No. 2 with HRS Services, LLC, in the amount of sixty five thousand dollars ($65,000) and with Apache Electrical Contractors, Inc., in the amount of forty five thousand seven hundred eighty dollars ($45,780) 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 City Council authorizes the Finance Director to transfer funds from the Fire Department's Budget (lines 10-060-000-1106-00, 10-060-000-1107-00, and 10-060-000-2402-06) and from the General Services Budget (line 10-010-000-2931-00) to the Facilities and Grounds Department's Budget (Fire Repairs line 10-170-000-2211-06); 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 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 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Form 5A

Revised 2-24-99

INVOICE

ALABAMA DEPARTMENT OF TRANSPORTATION
MONTGOMERY, ALABAMA

Date March 13. 2020

SOLD TO: City of Madison
100 Hughes Drive
Madison, AL 35758

Vendor 636005367 01
CPMS 4321/IM-100050873
4321/IM01M-100050873
4301/IM04E-100050873
4301/IMD05-100050873

FINAL SETTLEMENT
City's Share of Cost of Project No. IMD-IM-I565(307)

Total Cost of Project-Right of Way	5,790,528.84
Less Federal Amount	5,211,242.18
Overruns for City's Participation	579,286.66
Less City's Contribution (chk#1007 8/13/13)	170,445.00
Less amount due for Utility 100050876	35,079.36
Remittance due from City	**373,762.30**

Remittance Copy

COPY OF AGREEMENT ATTACHED

PAST DUE
1st Notice 10/1/2021
2nd Notice 7/5/22
3rd Notice 2/23/24

Remittance Address: Alabama Department of Transportation
Attention: Kelly Brendle, Room P101
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Questions, please call Tamiko Jordan (334) 242-6364.

PAST DUE
1ST NOTICE 3-20-26
2ND NOTICE 7-1-26
3RD NOTICE

STATE OF ALABAMA, Montgomery County} Before me, a notary public in and for said State and County, personally appeared Kelly Brendle, Director of Finance & Audits for Alabama Department of Transportation who says upon oath, that the written account is correct, due, and unpaid.

Carol Lee Richards
NOTARY PUBLIC

X Kelly Brendle
DIRECTOR OF FINANCE & AUDITS

Sworn to and subscribed before me this 18th date of March 20 20

My commission expires 7-27-20

1366-0004 $44,207.30 IM 100050873 (1) 636005367 01
$329,555.00 IM01M 100050873(1) " "

Form 5A

Revised 2-24-99

INVOICE

ALABAMA DEPARTMENT OF TRANSPORTATION
MONTGOMERY, ALABAMA

Date March 13, 2020

SOLD TO: City of Madison
100 Hughes Drive
Madison, AL 35758

Vendor 636005367 01
CPMS 4321/IM01M-100050874
IM1ME-100050874

FINAL SETTLEMENT
City's Share of Cost of Project No. IMD-IM-I565(307)

Total Cost of Project-**Construction**	13,007,757.10
Less Federal Amount	11,706,169.89
Overruns for City's Participation	1,301,587.21
Less City's Contribution (chk#1007 8/13/13)	1,229,339.50
Remittance due from City	72,247.71

Remittance Copy

COPY OF AGREEMENT ATTACHED

Remittance Address: Alabama Department of Transportation
Attention: Kelly Brendle, Room P101
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Questions, please call Tamiko Jordan (334) 242-6364.

STATE OF ALABAMA, Montgomery County} Before me, a notary public in and for said State and County, personally appeared Kelly Brendle, Director of Finance & Audits for Alabama Department of Transportation who says upon oath, that the written account is correct, due, and unpaid.

Carol Lee Richards
NOTARY PUBLIC

X Kelly Brendle
DIRECTOR OF FINANCE & AUDITS

Sworn to and subscribed before me this 18th date of March 20 20

My commission expires 7-27-20

PAST DUE
1ST NOTICE 10-1-21
2ND NOTICE 7-5-22
3RD NOTICE 2-23-24

PAST DUE
1ST NOTICE 3-20-26
2ND NOTICE 7-1-26
3RD NOTICE

RESOLUTION NO. 2026-326-R

AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR PAINTING OF MURAL FOR ANIMAL CONTROL BUILDING

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 supplies for the painting of an animal-themed mural on the outside of the Animal Control facility located at 400 Celtic Drive;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that an expenditure not to exceed five hundred twenty dollars and zero cents ($520.00), is authorized from the Council Special Projects budget for the above-described mural.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

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

ATTEST:

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

APPROVED this _____ day of August 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Valspar Mural Paint Price List

Paint	Qty	Unit Price	Total
Background (1 gal)	1	$54.98	$54.98
Navy (1 gal)	1	$54.98	$54.98
Teal (1 qt)	1	$24.98	$24.98
Purple (1 qt)	1	$24.98	$24.98
Bright Green (1 qt)	1	$24.98	$24.98
Olive Green (1 qt)	1	$24.98	$24.98
White (1 qt)	1	$24.98	$24.98
Black (1 qt)	1	$24.98	$24.98
Brown Sample	1	~$6.00	~$6.00
Tan Sample	1	~$6.00	~$6.00
Tree Brown Sample	1	~$6.00	~$6.00
Yellow Sample	1	~$6.00	~$6.00
Orange Sample	1	~$6.00	~$6.00
Pink Sample	1	~$6.00	~$6.00
		Paint Total	**~$296.00**
Primer (1 gal)		**~$45**	
Matte Clear Sealer (2 gal)		**~$180**	
		Project Total	**~$520.00**

PROPOSED MURAL RENDERING

RESOLUTION NO. 2026-340-R

A RESOLUTION TO ADOPT THE ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON, ALABAMA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, AND ADOPTING POLICIES FOR THE IMPLEMENTATION OF SAID BUDGET

WHEREAS, the Mayor, Finance Committee of the City Council, and the Finance Department have proposed a budget for the fiscal year beginning October 1, 2026, and ending September 30, 2027; and

WHEREAS, the City Council of the City of Madison, Alabama, desires to adopt an official Annual Operating Budget to appropriate funds in accordance with Section 11-43-57 of the Code of Alabama for the City of Madison, Alabama, for the Fiscal Year 2027.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in a regular session on the 14th day of September 2026, as follows:

1. The Fiscal Year 2027 Annual Operating Budget Documents provide for total use of Beginning Resources, Estimated Revenues, and Other Financing Sources as follows:

A. General Fund	$78,064,767
B. Special Revenue Funds	$41,197,789
C. Debt Service Funds	$22,382,080

2. The Fiscal Year 2027 Annual Operating Budget Documents provide for total Estimated Expenditures and Other Financing Uses as follows:

A. General Fund	$78,064,767
B. Special Revenue Funds	$41,197,789
C. Debt Service Funds	$22,382,080

3. The authorized strength of the City's personnel for the 2027 fiscal year is hereby determined to be only those job positions authorized and budgeted for in the salary account (A/C # 1101-00) of each department's budget as of the 1st day of October 2026. Changes to the strength of the City's personnel or any changes to, or creation of, job positions within a department must first be approved by the Human Resource Committee of the City of Madison, Alabama, and then by a majority vote of the City Council of the City of Madison, Alabama.

   The authorized strength of the Parks & Recreation Department's seasonal personnel is hereby determined to be established by a total dollar limit based on the combined total of salaries paid to seasonal personnel, not to exceed the budget amount established in the seasonal salary account (A/C # 1105-00) of the department.

4. Step increases for eligible employees of the City of Madison are hereby authorized and directed and said increases shall become effective and given in accordance with the terms and provisions of the amended Personnel Policies and Procedures.

5. A Cost-of-Living Adjustment (COLA) of two percent (2.0%) is hereby authorized and directed. The COLA shall become effective on Monday, October 12, 2026, and shall be

given in accordance with the terms and provisions of the amended Personnel Policies and Procedures.

6. The IRS Standard Mileage Rate in place at the time of travel shall be the mileage rate authorized to reimburse City employees for City business trips in lieu of furnishing a City-owned vehicle.

7. All expenditures of City funds for labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property, involving thirty thousand dollars ($30,000.00) or more, shall be purchased from vendor awarded bids by the North Alabama Cooperative Purchasing Association, National Intergovernmental Purchasing Alliance, Sourcewell Purchasing Cooperative (formerly the National Joint Powers Alliance), National Purchasing Partners, National Cooperative Purchasing Association, U.S. Communities Government Purchasing Alliance, Omnia Partners Public Sector, The Interlocal Purchasing System ("TIPS"), the State of Alabama, the City of Madison's own bid, or otherwise in accordance with Title 41 of the Code of Alabama. Exceptions are purchases exempt from the Competitive Bid Law of the State of Alabama.

8. All expenditures of one-hundred thousand dollars ($100,000.00) or more of City funds for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise is subject to the State of Alabama Public Works Bidding Procedures located in Title 39 of the Code of Alabama.

9. All encumbrances outstanding as of September 30, 2026, are closed to the appropriate fund balances.

10. The Fiscal Policy of the City of Madison allows for Administrative Budget Adjustments. These adjustments occur on the department level. Department Heads may adjust line-items within their departments' budgets if the adjustments do not increase or decrease the department's total overall budget. However, the Finance Committee of the City Council of the City of Madison, Alabama, must review any adjustments within a department for more than six thousand five hundred dollars ($6,500.00), any adjustments that increase or decrease the personnel services general ledger accounts (salaries, overtime, payroll taxes), and any increases or decreases to capital outlay line-items.

11. Budget adjustments that may cause a net change in the overall budget or changes in funding a capital project require approval by a majority vote of the City Council of the City of Madison, Alabama, except as noted in paragraph 14, below.

12. All travel and related expenditures for both employees and City Council members shall follow the guidelines in the Travel and Training Reimbursement Policies for the City of Madison, as adopted in Resolution 2022-41-R for City Council members and Resolution 2022-43-R for City Employees.

13. All appropriations to Outside Agencies shall follow the "Guidelines for Funding Outside Agencies" as approved by the Finance Committee of the City Council of the City of Madison, Alabama, on the 14th day of August 2023, by Resolution No. 2023-245-R.

14. The Director of Finance is hereby granted the authority to adjust said annual operating budget for any, and all, donations or grants accepted into the City by the Madison City Council. The vote by the Madison City Council to accept the donation or grant shall be the authorization to amend the annual operating budget. The Beginning Resources, Estimated Revenues, and Other Financing Sources section of the budget shall be adjusted for the donation or grant. In addition, the correct expenditure appropriation account line item within the Expenditures and Other Financing Uses section of the budget shall be adjusted for amount of donation or grant.

15. If the following conditions are satisfied, Mayor is hereby authorized to execute agreements and purchase orders with values less than the thresholds required for competitive bidding as described in Sections 7 and 8 of this Resolution No. 2023-235-R and applicable state law. The conditions for qualifying purchases under this Section 15 are as follows:

    a) The City Council has authorized the expenditures in the FY 2027 budget, as set forth in this Resolution No. 2026-340-R.

    b) The Department Head requesting a purchase shall use reasonable best efforts to obtain the best price for purchases that qualify under this Section, but Department Heads are not required to seek multiple quotes for qualifying purchases under applicable bid law limits.

    c) The Department Head requesting a purchase or contracting work below the applicable bid law limit submits the item for review to both the Legal Department and the Finance Department, and both departments must approve pursuant to applicable law and purchasing procedures before the purchase is made or contracting work performed.

    d) That if the City Attorney advises that the City should enter an agreement for services or contracting work for qualifying purchases, then work will not begin until both the Mayor and vendor or contractor have signed an agreement approved as to form by the City Attorney.

    e) That any agreement or purchase made under this Section 15 shall be submitted to the Finance Committee for review, as well as the City Council for ratification, at their next regularly scheduled meeting.

READ, APPROVED, AND ADOPTED this 14th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

ADOPTED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2027 Initial Budget

Date: 9/14/2026

Description	Audited Actuals 9/30/2023	Audited Actuals 9/30/2024	Audited Actuals 9/30/2025	FY 2026 Mid-Year Budget	FY2027 Initial Budget	Differences
REVENUES						
Taxes	$ 42,536,164	$ 41,319,012	$ 41,343,453	$ 42,884,255	$ 45,176,097	$ 2,291,842
Licenses and Permits	7,318,374	7,056,045	7,676,465	7,397,260	7,611,457	214,197
Intergovernmental	4,057,964	87,524	62,931	105,220	11,000	(94,220)
Charges for Services	2,924,949	4,164,466	4,068,310	4,487,892	5,265,372	777,480
Fines	1,044,031	1,115,752	1,138,816	1,050,000	1,100,000	50,000
Investment Earnings	1,157,773	1,254,367	956,556	600,000	605,000	5,000
Contributions and Donations	97,738	521,477	198,844	65,815	410,237	344,422
Other Revenues	1,762,414	829,721	973,765	828,077	1,671,942	843,865
TOTAL REVENUES	**60,899,407**	**56,348,364**	**56,419,140**	**57,418,519**	**61,851,105**	**4,432,586**
OTHER FINANCING SOURCES						
Transfers In, Other Fin, & Sale of Fixed Assets	623,661	5,226,547	5,671,018	4,119,230	11,480,234	7,361,004
TOTAL OTHER FINANCING SOURCES	**623,661**	**5,226,547**	**5,671,018**	**4,119,230**	**11,480,234**	**7,361,004**
TOTAL REVENUES AND OTHER FINANCING SOURCES	**61,523,068**	**61,574,911**	**62,090,158**	**61,537,749**	**73,331,339**	**11,793,590**
EXPENDITURES						
010 - General Services	11,803,237	11,742,810	13,100,405	9,825,990	10,767,439	941,449
020 - Police Department	9,495,394	10,018,803	10,707,564	13,146,181	14,267,014	1,120,833
030 - Public Works Department	4,026,992	4,690,599	4,654,619	5,983,283	5,471,724	(511,559)
040 - City Clerk Department	414,507	401,875	612,920	673,709	701,247	27,538
050 - Parks & Recreation Department	5,000,187	5,804,381	6,748,529	5,503,552	5,245,406	(258,146)
060 - Fire & Rescue Department	7,772,548	8,607,704	9,227,625	10,475,762	11,102,152	626,390
070 - Planning/Economic Development Department	642,400	682,621	688,349	1,015,823	660,537	(355,286)
080 - Court Clerk Department	1,453,283	1,609,093	1,761,614	2,088,573	2,257,603	169,030
090 - City Council	196,451	163,058	268,263	266,257	242,807	(23,450)
100 - Finance Department	681,650	753,979	796,047	894,871	907,860	12,989
120 - Human Resources Department	6,247,100	7,091,310	8,216,662	9,596,135	10,943,074	1,346,939
130 - Mayor's Office	436,698	561,226	609,208	799,110	1,060,189	261,079
140 - Revenue Department	253,133	194,647	239,705	403,018	396,465	(6,553)
150 - Engineering Department	5,394,130	3,519,301	3,909,458	5,572,105	4,846,129	(725,976)
160 - Senior Center Division	371,459	458,160	726,780	742,446	806,231	63,785

GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2027 Initial Budget

Date: 9/14/2026

Description	Audited Actuals 9/30/2023	Audited Actuals 9/30/2024	Audited Actuals 9/30/2025	FY 2026 Mid-Year Budget	FY2027 Initial Budget	Differences
170 - Facilities & Ground Control	-	1,715,036	2,261,013	3,642,664	4,809,997	1,167,333
180 - Information Technology Department	936,297	1,141,588	1,450,532	1,862,840	1,746,874	(115,966)
190 - Legal Department	538,545	528,930	645,199	794,865	910,746	115,881
200 - Building Services Department	1,065,341	782,549	678,052	897,786	921,273	23,487
TOTAL EXPENDITURES	**56,729,352**	**60,467,670**	**67,302,544**	**74,184,970**	**78,064,767**	**3,879,797**
OTHER FINANCING USES						
Transfers Out	5,874,200	4,950,000	743,000	-	-	-
TOTAL OTHER FINANCING USES	**5,874,200**	**4,950,000**	**743,000**	**-**	**-**	**-**
TOTAL EXPENDITURES AND OTHER FINANCING USES	**62,603,552**	**65,417,670**	**68,045,544**	**74,184,970**	**78,064,767**	**3,879,797**
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) TOTAL EXPENDITURES AND OTHER FINANCING USES	**(1,080,484)**	**(3,842,759)**	**(5,955,386)**	**(12,647,221)**	**(4,733,428)**	**7,913,793**
FUND BALANCE - BEGINNING OCT 1	**32,784,426**	**31,703,942**	**27,861,183**	**21,905,797**	**14,405,797**	**(7,500,000)**
Assigned - (15% of revenues - by Ordinance)	9,134,911	8,452,255	8,462,871	8,612,778	9,277,666	664,888
Restricted Fund Balance			604,172	788,616	383,940	(404,676)
Unassigned	22,569,031	19,408,928	12,838,754	(142,818)	10,763	153,581
FUND BALANCE - SEPTEMBER 30	**$ 31,703,942**	**$ 27,861,183**	**$ 21,905,797**	**$ 9,258,576**	**$ 9,672,369**	**$ 413,793**
Fund Balance as percent of Estimated Revenues	**52.06%**	**49.44%**	**38.83%**	**16.12%**	**15.64%**	

SPECIAL REVENUE FUNDS
FY 2027 Budget
SUMMARY
Part 1 of 2

Date: 9/14/2026

Description	Storm Water User Fee Fund # 11	1/2 cent Sales Tax Capital Replacement Fund # 12	1/2 cent Sales Tax Neighborhood Repaving Fund # 13	Gas Tax Fund # 20	TVA Tax Fund # 22	Street Repair & Maintenance Fund # 29	Town Madison Cooperative District #37	Library Fund # 70	General Obligation Bond Collection Fund # 71
REVENUES									
TVA Tax Proceeds	$ -	$ -	$ -	$ -	$ 45,000	$ -	$ -	$ -	$ -
Motor Fuel (Gas Taxes)	-	-	-	2,285,909	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	820,585	700,000	7,200,000
Sales Taxes	-	1,256,250	1,256,250	-	-	-	3,649,616	-	10,325,000
Liquor Taxes	-	-	-	-	-	-	374,000	-	-
Lodging Taxes	-	-	-	-	-	-	520,000	-	-
Business Licenses	-	-	-	-	-	-	-	-	-
Venue Operations Revenue	-	-	-	-	-	-	-	-	-
Fines	-	-	-	-	-	-	-	-	-
Intergovernmental (Grants)	-	-	-	-	-	-	-	-	-
Storm Water Fees	365,000	-	-	-	-	-	-	-	-
Investment Earnings	35,000	3,000	90,000	235,000	115	1,500	145,000	25,000	550,000
Contributions and Donations	-	-	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	55,000	-	-	-
TOTAL REVENUES	**400,000**	**1,259,250**	**1,346,250**	**2,520,909**	**45,115**	**56,500**	**5,509,201**	**725,000**	**18,075,000**
OTHER FINANCING SOURCES									
Transfers In	-	445,643	-	-	-	-	-	650,000	-
TOTAL OTHER FINANCING SOURCES	**-**	**445,643**	**-**	**-**	**-**	**-**	**-**	**650,000**	**-**
TOTAL REVENUES AND OTHER FINANCING SOURCES	**400,000**	**1,704,893**	**1,346,250**	**2,520,909**	**45,115**	**56,500**	**5,509,201**	**1,375,000**	**18,075,000**
EXPENDITURES									
General Administration	-	-	-	-	29,250	-	-	1,305,766	11,000
Police Department	-	-	-	-	-	-	-	-	-
Public Works Department	-	-	-	3,812,500	-	57,000	-	-	-
Fire Department	-	-	-	-	-	-	-	-	-
Engineering Department	696,400	-	1,980,000	881,000	-		-	-	-
Capital Outlay	-	1,885,304	-	-	-	-	-	-	-
TOTAL EXPENDITURES	**696,400**	**1,885,304**	**1,980,000**	**4,693,500**	**29,250**	**57,000**	**-**	**1,305,766**	**11,000**
OTHER FINANCING USES									
Transfers Out	-	-	-	-	15,750	-	-	-	11,962,982
Transfers Out	35,000	-	-	-	-	-	5,314,538	-	8,082,664
TOTAL OTHER FINANCING USES	**35,000**	**-**	**-**	**-**	**15,750**	**-**	**5,314,538**	**-**	**20,045,646**
TOTAL EXPENDITURES AND OTHER FINANCING USES	**731,400**	**1,885,304**	**1,980,000**	**4,693,500**	**45,000**	**57,000**	**5,314,538**	**1,305,766**	**20,056,646**
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) TOTAL EXPENDITURES AND OTHER FINANCING USES	**(331,400)**	**(180,411)**	**(633,750)**	**(2,172,591)**	**115**	**(500)**	**194,663**	**69,234**	**(1,981,646)**
BEGINNING FUND BALANCE - OCTOBER 1	**538,140**	**236,373**	**3,134,606**	**7,383,403**	**1,015**	**500**	**5,905,765**	**887,169**	**$ 20,696,693**
ENDING FUND BALANCE - SEPTEMBER 30	**$ 206,740**	**$ 55,962**	**$ 2,500,856**	**$ 5,210,812**	**$ 1,130**	**$ -**	**$ 6,100,428**	**$ 956,403**	**$ 18,715,047**

SPECIAL REVENUE FUNDS
FY 2027 Budget
SUMMARY
Part 2 of 2

Date: 9/14/2026

Description	Multi-Purpose Venue Capital Maintenance Fund # 73	Municipal Court Fund # 74	Multi-Purpose Venue Bond Collection Fund # 75	Municipal Government Capital Improvement Fund # 76	Federal Forfeiture Fund # 77	State Forfeiture Fund # 80	CPR Fund # 82	TOTAL FY 2027 BUDGET
REVENUES								
TVA Tax Proceeds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,000
Motor Fuel (Gas Taxes)	-	-	-	-	-	-	-	2,285,909
Property Taxes	-	-	-	-	-	-	-	8,720,585
Sales Taxes	-	-	385,000	-	-	-	-	16,872,116
Liquor Taxes	-	-	35,000	-	-	-	-	409,000
Lodging Taxes - Venue		-	1,680,000	-	-	-	-	2,200,000
Business Licenses	-	-	20,000	-	-	-	-	20,000
Venue Operations Revenue	-	-	1,015,270	-	-	-	-	1,015,270
Fines	-	352,000	-	-	-	-	-	352,000
Intergovernmental (Grants)	-	-	-	-	-	-	-	-
Storm Water Fees	-	-	-	-	-	-	-	365,000
Investment Earnings	10,000	10,878	175,000	80,000	-	2,200	-	1,362,693
Contributions and Donations	-	-	-	-		-	6,400	6,400
Other	-	-	-	518,000	-	30,000	-	603,000
TOTAL REVENUES	**10,000**	**362,878**	**3,310,270**	**598,000**	**-**	**32,200**	**6,400**	**34,256,973**
OTHER FINANCING SOURCES								
Transfers In	-	-	-	-		-	-	1,095,643
TOTAL OTHER FINANCING SOURCES	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,095,643**
TOTAL REVENUES AND OTHER FINANCING SOURCES	**10,000**	**362,878**	**3,310,270**	**598,000**	**-**	**32,200**	**6,400**	**35,352,616**
EXPENDITURES								
General Administration	200,000	-	250,000	-	-	-	-	1,796,016
Police Department	-	-	-	-	-	115,693		115,693
Public Works Department	-	-	-	-	-	-	-	3,869,500
Fire Department	-	-	-	-	-	-	15,450	15,450
Engineering Department	-	-	-	-	-	-		3,557,400
Capital Outlay	-	-	-	-	-	-	-	1,885,304
TOTAL EXPENDITURES	**200,000**	**-**	**250,000**	**-**	**-**	**115,693**	**15,450**	**11,239,363**
OTHER FINANCING USES								
Transfers Out	-	1,412,222	-	-	-	-	-	13,390,954
Transfers Out	-	-	3,135,270	-	-	-	-	16,567,472
TOTAL OTHER FINANCING USES	**-**	**1,412,222**	**3,135,270**	**-**	**-**	**-**	**-**	**29,958,426**
TOTAL EXPENDITURES AND OTHER FINANCING USES	**200,000**	**1,412,222**	**3,385,270**	**-**	**-**	**115,693**	**15,450**	**41,197,789**
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) TOTAL EXPENDITURES AND OTHER FINANCING USES	**(190,000)**	**(1,049,344)**	**(75,000)**	**598,000**	**-**	**(83,493)**	**(9,050)**	**(5,845,173)**
BEGINNING FUND BALANCE - OCTOBER 1	**614,710**	**1,475,936**	**6,613,674**	**2,898,508**	**-**	**83,493**	**32,938**	**50,502,923**
ENDING FUND BALANCE - SEPTEMBER 30	**$ 424,710**	**$ 426,592**	**$ 6,538,674**	**$ 3,496,508**	**$ -**	**$ -**	**$ 23,888**	**$ 44,657,750**

DEBT SERVICE FUNDS
CITY OF MADISON & MADISON CITY SCHOOLS
SUMMARY
FY 2027 Budget

Description	CITY FY 2027 Debt Service Fund # 48	SCHOOL FY 2027 Debt Service Fund # 46	TOTAL FY 2027 BUDGET
OTHER FINANCING SOURCES			
Transfers In - from Fund # 71	$ 8,082,664	$ -	$ 8,082,664
Transfers In - from Fund # 37	5,314,538	-	5,314,538
Transfers In - from Fund # 75	3,135,270	-	3,135,270
Transfers In - from School System	-	5,849,608	5,849,608
TOTAL OTHER FINANCING SOURCES	**16,532,472**	**5,849,608**	**22,382,080**
DEBT SERVICE			
Interest Expense	7,827,472	2,184,608	10,012,080
Payment on Debt	8,705,000	3,665,000	12,370,000
TOTAL DEBT SERVICE	**16,532,472**	**5,849,608**	**22,382,080**
TOTAL OTHER FINANCING SOURCES OVER (UNDER) TOTAL DEBT SERVICE	$ -	$ -	$ -

ORDINANCE NO. 2026-274

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A (LOW DENSITY RESIDENTIAL DISTRICT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1A (Low Density Residential District):

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Low Density Residential District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 14th day of September, 2026.

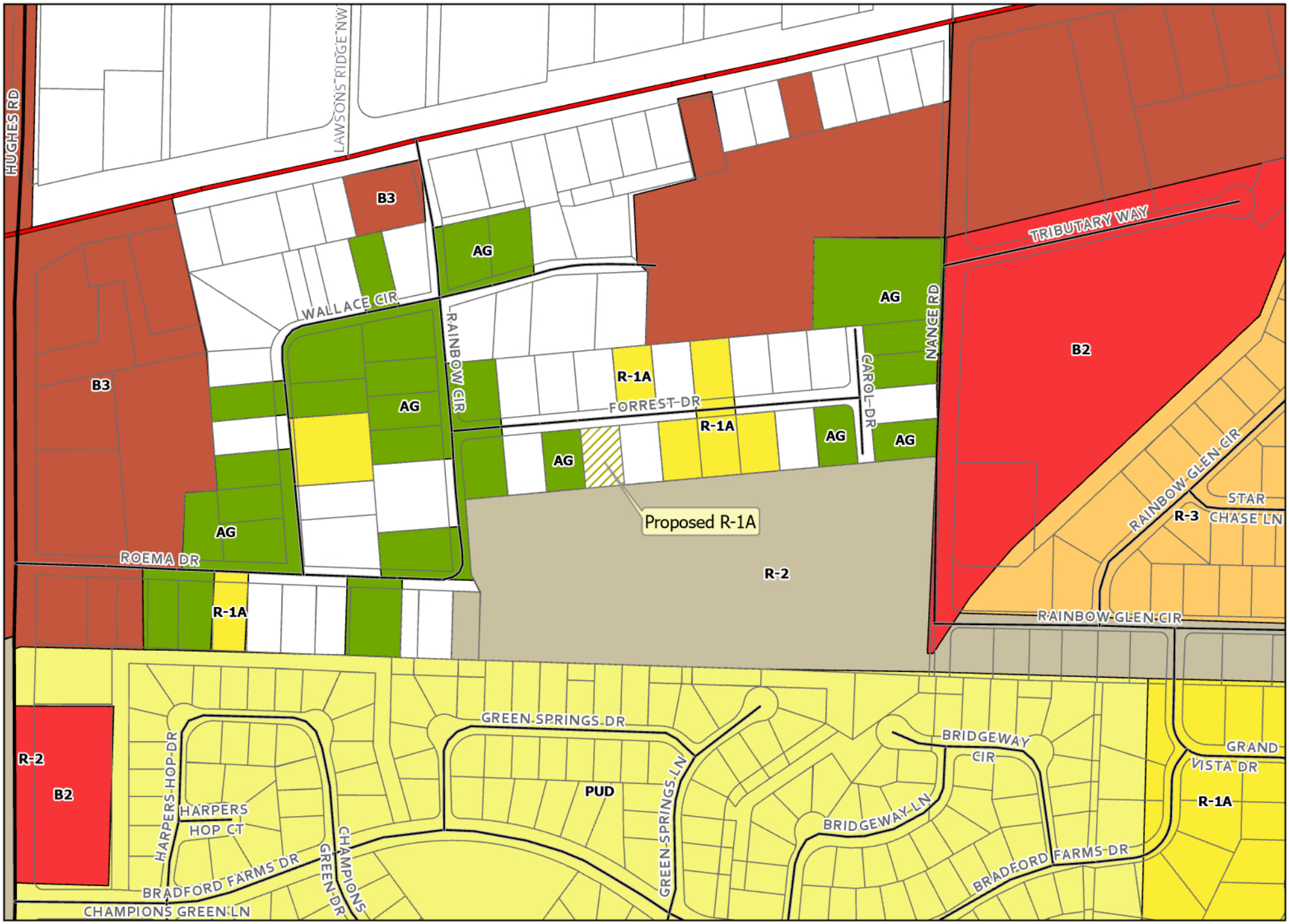
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



0 250 500 1,000 Feet

Proposed R-1A - 158 Forrest Drive

N

THE CITY OF MADISON ALABAMA plant your roots

ORDINANCE NO. 2026-279

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1C (SINGLE FAMILY CONSERVATION DISTRICT) AND B2 (COMMUNITY BUSINESS DISTRICT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1C (Single-Family Conservation District) and B2 (Community Business District):

AG TO R-1C

COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA; THENCE RUN NORTH 88 DEGREES 44 MINUTES 34 SECONDS AT A DISTANCE OF 93.28 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 26 SECONDS EAST AT A DISTANCE OF 749.16 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 03 DEGREES 15 MINUTES 15 SECONDS EAST AT A DISTANCE OF 762.08 FEET TO A POINT;
THENCE RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST AT A DISTANCE OF 1044.85 FEET TO A POINT;
THENCE RUN SOUTH 01 DEGREES 37 MINUTES 29 SECONDS WEST AT A DISTANCE OF 640.38 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 31 SECONDS WEST AT A DISTANCE OF 185.24 FEET TO A POINT;
THENCE RUN SOUTH 02 DEGREES 18 MINUTES 10 SECONDS WEST AT A DISTANCE OF 486.04 FEET TO A POINT;
THENCE RUN SOUTH 85 DEGREES 42 MINUTES 25 SECONDS WEST AT A DISTANCE OF 145.52 FEET TO A POINT;
THENCE RUN NORTH 12 DEGREES 13 MINUTES 58 SECONDS EAST AT A DISTANCE OF 77.45 FEET TO A POINT;
THENCE RUN NORTH 03 DEGREES 13 MINUTES 54 SECONDS EAST AT A DISTANCE OF 324.07 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 34 SECONDS WEST AT A DISTANCE OF 753.93 FEET BACK TO THE POINT OF BEGINNING.

AG to B-2

COMMENCING AT THE CENTER OF THE NORTH BOUNDARY OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA; THENCE RUN NORTH 88 DEGREES 44 MINUTES 34 SECONDS WEST AT A DISTANCE OF 93.28 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 26 SECONDS EAST AT A DISTANCE OF 749.16 FEET TO A POINT; THENCE RUN NORTH 03 DEGREES 15 MINUTES 15 SECONDS EAST 762.08 FEET TO A POINT; THENCE RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST 1044.85 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 87 DEGREES 15 MINUTES 14 SECONDS EAST AT A DISTANCE OF 303.00 FEET TO A POINT;
THENCE RUN SOUTH 02 DEGREES 03 MINUTES 46 SECONDS WEST AT A DISTANCE OF 634.47 FEET TO A POINT;
THENCE RUN NORTH 88 DEGREES 22 MINUTES 31 SECONDS WEST AT A DISTANCE OF 298.09 FEET TO A POINT;
THENCE RUN NORTH 01 DEGREES 37 MINUTES 20 SECONDS EAST AT A DISTANCE OF 640.38 FEET AND BACK TO THE POINT OF BEGINNING.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1C (Single-Family Conservation District) and B2 (Community Business District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 14th day of September 2026.

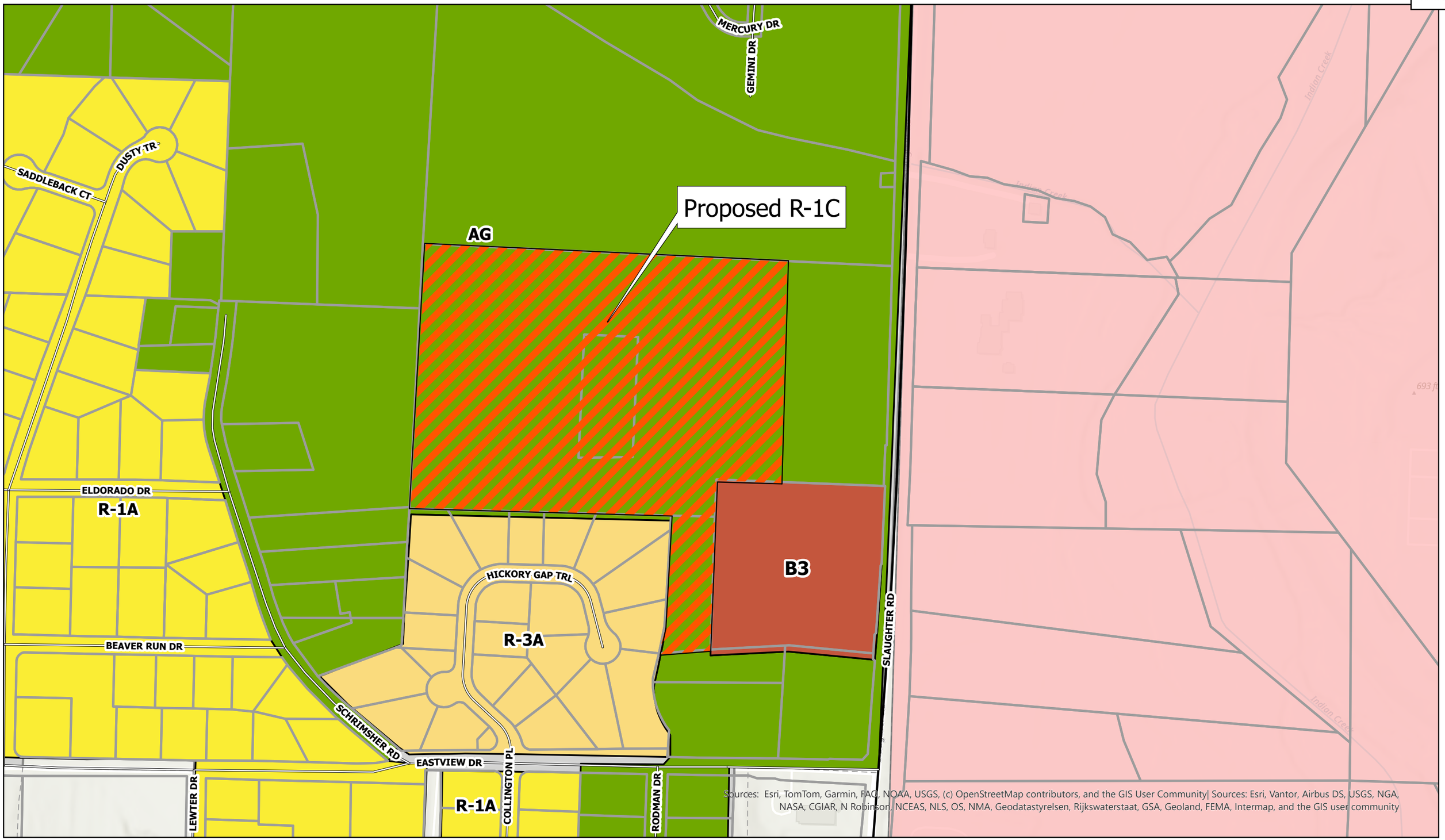
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



0 125 250 500 Feet

Proposed R-1C - Slaughter Road

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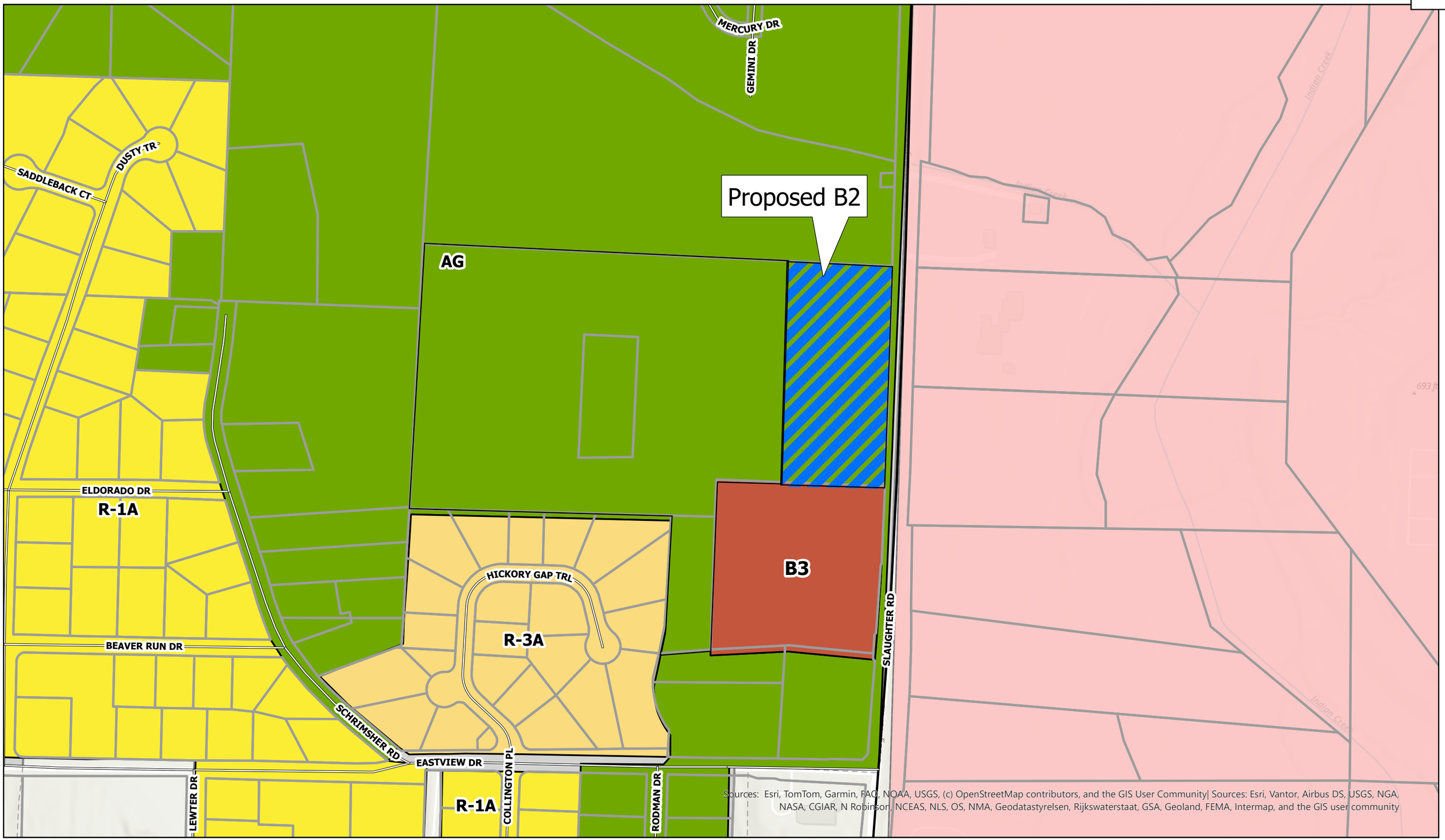
THE CITY OF MADISON ALABAMA plant your roots

Date Printed: 6/24/2026



0 125 250 500 Feet

Proposed B2 - Slaughter Road

N

THE CITY OF MADISON ALABAMA plant your roots

Date Printed: 6/24/2026

RESOLUTION NO. 2026-324-R

AUTHORIZING LEASE AGREEMENT WITH PITNEY BOWES, INC., FOR POSTAGE METER SERVICES THROUGH THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO)

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized leasing through the National Association of State Procurement Officials (NASPO), which is a national, intergovernmental purchasing cooperative, through December 31, 2026; and

WHEREAS, the City Clerk's Department has requested the lease of a postage meter, from Pitney Bowes, Inc., to which NASPO has awarded a contract for mailing equipment, supplies, and maintenance (Master Agreement No. CTR058808); and

WHEREAS, the State of Alabama has awarded NASPO Master Agreement No. CTR058808 a State Bid Contract No. of MA230000003750; and

WHEREAS, the City Clerk's Department has verified that Pitney Bowes, Inc., is an authorized dealer for said equipment and is a participating vendor with NASPO holding a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned lease and payment therefor are hereby authorized, the price of such equipment not to exceed one thousand sixty seven dollars and forty cents ($1,067.40) per quarter, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such lease and payment therefor.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

pitney bowes

NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF MADISON CITY CLERKS OFFICE	636005367

Sold-To: Address

100 HUGHES RD, MADISON, AL, 35758-1110, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Lisa Thomas	(256) 772-5652	0010715668

Bill-To: Address

100 HUGHES RD, MADISON, AL, 35758-1110, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Lisa Thomas	(256) 772-5652	0010715668	lisa.thomas@madisonal.gov

Ship-To: Address

100 HUGHES RD, MADISON, AL, 35758-1110, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Lisa Thomas	(256) 772-5652	0010715668

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	CAABL	Cost Accounting - 100 Accounts
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	M9SS	USPS Tracking Services
1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display

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See Pitney Bowes Terms for additional terms and conditions
Pitney Bowes Confidential Information

1	SJM2	SoftGuard - 2000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
60	$ 355.80	$ 1,067.40

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at http://www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at http://www.pb.com/states or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA230000003750
State/Entity's Contract#

Lessee Signature

Ranae Bartlett
Print Name

Mayor
Title

September , 2026
Date

mayorsoffice@madisonal.gov
Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Tyrone Lacsina — Account Rep Name

tyrone.lacsina@pb.com — Email Address

PBGFS Acceptance

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Pitney Bowes Confidential Information

See Pitney Bowes Terms for additional terms and conditions

RESOLUTION NO. 2026-312-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S & ME INC. TO PROVIDE STORMWATER AWARENESS TRAINING

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to execute a Professional Services Agreement with S & ME, Inc., for the provision of stormwater awareness training for municipal personnel for Fiscal Year 2026, said Agreement to be substantially in the form of the document attached hereto as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or her designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the City 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 in the amount of Two Thousand Two Hundred Dollars ($2,200.00) per training session to S & ME Inc. to be paid from the Stormwater Fund Account.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

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

ATTEST:

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

APPROVED this ___ day of September, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

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 S&ME, Inc., a foreign corporation located at 360D Quality Circle, NW, Suite 450, Huntsville, Alabama 35806 (the "Consultant"). Each of the foregoing is individually referred to herein as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to its National Pollutant Discharge Elimination System (NPDES) Permit, the City of Madison, Alabama (the "City") is required to provide annual stormwater training to relevant municipal staff on the identification, reporting, and corrective action of illicit discharges; and

WHEREAS, the City has determined that its best interests, and the best interests of its residents, will be served by retaining an experienced training provider to conduct the required training for Fiscal Year 2026; and

WHEREAS, S&ME, Inc. (the "Consultant") is an experienced and qualified vendor of the services required and is capable of providing the same in a professional and timely manner; and

WHEREAS, the services to be provided by the Consultant constitute professional services under the Alabama Competitive Bid Law, codified at ALA. CODE § 41-16-50 et seq. (1975), 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 agrees that it will provide stormwater training on the identification, reporting, and corrective action of illicit discharges, as more particularly described in the Consultant's proposal, attached as Exhibit A and incorporated herein by reference (the "Work"), and shall complete the Work in accordance with the terms and conditions set forth herein.

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 Exhibit A.

Section 2. Compensation.

The total compensation for services rendered by the Consultant pursuant to this Agreement shall be an

amount not to exceed **Two Thousand Two Hundred Dollars ($2,200.00)** per training session, payable upon rendering of such services and invoicing to the City. The Consultant is solely responsible for the submission of 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 Exhibit A, 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: Director of Engineering
100 Hughes Road
Madison, Alabama 35758

With a copy to:

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

If to the Consultant:

S&ME, Inc.
360D Quality Circle NW, Suite 450
Huntsville, AL 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:
S&ME, INC.,
A foreign corporation.

By: _____

Printed: _____

Its: _____

Date: _____

NOTARY CERTIFICATION

STATE OF _____)
COUNTY OF _____)

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

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

_____
Notary Public
My Commission Expires: _____

EXHIBIT A

February 17, 2026

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services**
FY2026 Municipal Training
City of Madison Municipal Separate Storm Sewer System
Madison, Madison County, Alabama
NPDES Permit ALS000014
S&ME Proposal No. 25820115

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to storm water awareness training for City of Madison municipal personnel.

♦ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison Municipal Separate Storm Sewer System (MS4) was issued to the City of Madison with an effective date of November 1, 2020. NPDES Permit ALS000014 currently covers the urban areas within the corporate boundaries of the City of Madison. The draft of the reissued permit was placed on public notice on January 27, 2026.

Part II.B.3 of both the 2020 permit and the 2026 draft permit requires the City of Madison to conduct training for appropriate personnel on identification, reporting, and corrective action of illicit discharges. Part II.B.6 of the 2020 permit and Part II.B.7 of the 2026 draft permit requires the City to conduct annual training for municipal facility staff on good housekeeping practices.

S&ME is proposing to perform the required training for the October 1, 2025 to September 30, 2026 (FY2026) reporting period.

♦ Scope of Services

S&ME proposes to conduct a training session for municipal employees to address the topics outlined in the individual Phase II NPDES Permit issued to the City of Madison. Topics covered will include:

- Implementation of the Storm Water Management Program Plan
- Reporting obligations for various City departments
- Pollution prevention practices

- Good housekeeping measures
- Municipal Standard Operating Procedures
- Identification of potential illicit discharges
- Reporting of potential illicit discharges
- Other potential threats to storm water quality

Training materials will focus on vehicle, roadway, and building maintenance, materials storage and disposal, equipment washing, and street cleaning.

♦ Excluded Services

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Training on the implementation or maintenance of construction best management practices
- Training on regulations other than the individual Phase II NPDES Permit

♦ Compensation

Based on our understanding of the scope of services outlined above, S&ME proposes a lump-sum budget of **$2,200** per training session. Any additional activities, required or requested, will be accomplished on a negotiated basis.

♦ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of the services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

♦ Closing

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City of Madison and S&ME. Use of this proposal and corresponding final presentation is limited to the above-referenced project and client. No other use is authorized by S&ME.

S&ME appreciates the opportunity to offer our services to the City of Madison for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

Sarah L. Yeldell, P.E
Senior Engineer

Deborah J. Jones, P.E.
Senior Reviewer

Attachment: Agreement for Services (AS-071)

AGREEMENT FOR SERVICES

Form AS-071

Date: February 17, 2026	Job Number: 25820115
S&ME, Inc. (hereafter Consultant)	Client Name: City of Madison (hereafter Client)
Address: 360D Quality Circle NW Suite 450 City: Huntsville State: AL Zip: 35806	Address: 100 Hughes Road City: Madison State: AL Zip: 35758
Telephone: 256-837-8882 Fax:	Telephone: Fax:

PROJECT

Project Name: FY2026 Madison MS4 Municipal Training

Project location: (Street Address) 100 Hughes Road

City: Madison State: AL Zip: 35758

SERVICES TO BE RENDERED

Proposal Number: 25820115 dated: February 17, 2026 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE**: Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.

2. **CONTRACT DOCUMENTS**: "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES**: Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

   Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

   Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

   Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS**: Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).

5. **PAYMENT**: Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:
CLIENT Accounts Payable contact phone number:
CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE**: Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**.

7. **LIMITATION OF LIABILITY**: Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to $100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

   By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.

8. **NO CONSEQUENTIAL DAMAGES**: In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.

9. **INSTRUMENTS OF SERVICE**: In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).

12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

13. **CLIENT OBLIGATIONS**:

(a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.

(b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.

(c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.

(d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.

(e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

(f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.

(g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS**: Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.

15. **FAILURE TO FOLLOW RECOMMENDATIONS**: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.

16. **TERMINATION**:

For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause –In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

17. **UNFORESEEN CONDITIONS OR OCCURRENCES**: If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

18. **FORCE MAJEURE**: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE**: Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of $1,000,000 each accident, (3) Commercial General Liability with limits of $1,000,000 each occurrence / $2,000,000 aggregate, (4) Commercial Automobile with limits of $1,000,000 each accident, (5) Umbrella Excess Liability with limits of $5,000,000 each occurrence and (6) Professional Liability with limits of $1,000,000 each claim.

20. **INDEMNITY**: Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.

21. **DISPUTE RESOLUTION**: In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.

22. **ASSIGNMENT**: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

23. **NO WAIVER**: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

24. **MISCELLANEOUS**: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.

25. **TIME BAR**: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.

26. **NO DISCRIMINATION**: To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

27. **NO THIRD PARTY LIABILITY**: Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY**: CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT:	City of Madison	**S&ME, Inc.**	
BY:	_____ (Signature)	**BY:**	_____ (Signature)
	_____ (Print Name / Title)		_____ (Print Name / Title)
DATE:	_____	**DATE:**	_____
PROPOSAL NUMBER:	25820115		

Client's FAXED or DIGITAL signature to be treated as original signature

RESOLUTION NO. 2026-321-R

A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR STAR ESTATES, PHASE 2B SUBDIVISION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon the recommendation of the Engineering Department, effective September 14, 2026, the City of Madison accepts for public use and maintenance the streets, drainage, and utilities within the rights-of-way and easements dedicated for Star Estates, Phase 2B Subdivision as recorded in the Madison County Probate Office in Plat Book 2026, Page 119.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

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

ATTEST:

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

APPROVED this ____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Star Estates Phase 2B

Principal: Madison Land Resources Incorporated

Bond No: _____ Amount: $99,724.50 LOC X Cash _____

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

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

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 20 day of August, 26.

WITNESS

PRINCIPAL

By:

Its: CEO

APPROVED:

City Engineer

8/24/2026
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Star Estates Phase 2B

Plat Book: 2026 Page: 119 or Document # _____

Probate Records of Madison County, Alabama

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

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

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

Date: 4/3/26

Developer: Madison Land Resources, Incorporated

Address: 18 Main Street, Madison, AL 35758

* By: _____

ENGINEERING CERTIFICATION

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

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

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

Date: 03/31/2026

Consulting Engineers: Morell Engineering, Inc.

Address: 711 East Hobbs Street, Athens, AL 35613

By: _____

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

Subdivision: Star Estates Phase 2B

Plat Book: 2026 Page: 119 or Document # _____

Probate Records of Madison County, Alabama

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

_____
Board Inspector

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

_____
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 24th day of August, 2026, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of al other subdivision improvements by the City of Madison.

_____
Board Chairman

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

_____
City Inspector

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

_____
Director of ~~Planning~~ Engineering

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

_____
Council President

_____
Mayor

RESOLUTION NUMBER 2026-323-R

A RESOLUTION AUTHORIZING AN APPLICATION FOR TRANSPORTATION ALTERNATIVE PROGRAM (TAP) FUNDING FOR THE EXTENSION OF THE TOWN MADISON GREENWAY/SINGING RIVER TRAIL

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby authorized to apply for the Alabama Department of Transportation's FY 2027 Transportation Alternatives Set-Aside Program ("TAP") for the extension of the Town Madison Greenway/Singing River Trail ("Project No. 26-012").

BE IT FURTHER RESOLVED, that if the City of Madison, Alabama (the "City") is awarded TAP funds, the City agrees to pay any required matching funds in an amount equal to twenty percent (20%) of the project cost or Two Hundred Thousand Dollars ($200,000.00), whichever is less.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute any and all documentation necessary to apply for TAP funding, to comply with the terms thereof, and to fund Project No. 26-012, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

BE IT FURTHER RESOLVED, that the City Clerk-Treasurer is directed to retain a copy of all completed and executed documents described herein.

READ, PASSED, AND ADOPTED by the City Council of Madison, Alabama on this, the 14th day of September, 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of September 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-334-R

A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR MCCAULLEY MANOR SUBDIVISION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon the recommendation of the Engineering Department, effective September 14, 2026, the City of Madison accepts for public use and maintenance the streets, drainage, and utilities within the rights-of-way and easements dedicated for McCaulley Manor Subdivision as recorded in the Madison County Probate Office in Plat Book 2026, Pages 113-114.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: McCaulley Manor Subdivision

Principal: Madison Land Resources Incorporated

Bond No: _____ Amount: $93,032.96 LOC X Cash _____

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

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

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 31 day of August, 2026.

WITNESS

PRINCIPAL

By:

Its: CEO

APPROVED:

City Engineer

9/1/2026
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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

Subdivision: McCaulley Manor Subdivision

Plat Book: 2026 Page: 113-114 or Document # _____

Probate Records of Madison County, Alabama

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

_____
Board Inspector

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

_____
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 18th day of May, 2026, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of al other subdivision improvements by the City of Madison.

_____
Board Chairman

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

_____
City Inspector

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

_____
Director of ~~Planning~~ Engineering

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

_____
Council President

_____
Mayor

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: McCaulley Manor Subdivision

Plat Book: 2026 Page: 113-114 or Document # _____

Probate Records of Madison County, Alabama

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

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

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

Date: 4/3/26

Developer: Madison Land Resources, Incorporated

Address: 18 Main Street, Madison, AL 35758

By: _____

ENGINEERING CERTIFICATION

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

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

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

Date: 03/31/2026

Consulting Engineers: Morell Engineering, Inc.

Address: 711 East Hobbs Street, Athens, AL 35613

By: _____

RESOLUTION NO. 2026-335-R

AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH IVALDI ENGINEERING, PLLC

WHEREAS, pursuant to Resolution No. 2025-311-R the City Council of the City of Madison, Alabama, authorized a Professional Services Agreement with Ivaldi Engineering, PLLC (herein "Ivaldi") for professional engineering consulting services for the Town Madison Boulevard and I-565 Intersection Improvements Project (the "Project"); and

WHEREAS, the original agreement was entered for an amount not to exceed Seventy-Nine Thousand Four Hundred Fifty-Seven dollars and Fifty Cents ($79,457.50); and

WHEREAS, pursuant to Resolution No. 2026-129-R, Change Order No. One was authorized for additional topographic surveying, geotechnical engineering services, and design phase services in the amount of eleven thousand five hundred ninety-five dollars ($11,595.00); and

WHEREAS, the Engineering Director has requested that the Madison City Council approve Change Order No. Two in the amount of twelve thousand five hundred twenty dollars ($12,520.00) for additional work to include revisions to the previously completed plan set to conform to ALDOT standards for locally administered projects which was not included in the original scope of services;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an Amendment to the Professional Services Agreement with Ivaldi for additional work to include plan set modifications, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Amendment to Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Ivaldi Engineering, PLLC, in an additional amount not to exceed Twelve Thousand Five Hundred Twenty Dollars ($12,520.00) in accordance with the terms of the Amended Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

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

ATTEST:

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

APPROVED this ____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2025-311-R, the City Council of the City of Madison, Alabama, authorized the City's entry into a Professional Services Agreement ("Agreement") with Consultant for professional engineering consulting services for the Town Madison Boulevard and I-565 Intersection Improvements project; and

WHEREAS, the City has requested additional work to include revisions to the previously completed plan set to conform to ALDOT standards for locally administered projects which was not included in the original scope of services, and such work will require additional funds pursuant to the Agreement, which is described in the change order request dated September 3, 2026, which is attached as Exhibit A to this Amendment;

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

A. Amendment to Agreement.

Pursuant to the provisions of this Amendment, City shall provide additional funds to Consultant in the amount of twelve thousand five hundred twenty dollars ($12,520.00) to cover additional expenses described in Exhibit A.

B. Remainder.

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

C. Effective Date.

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

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

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

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

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

_____
Notary Public

Ivaldi Engineering, PLLC

By: _____ _____
Signature Print name

Its: _____

Date: _____

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

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

Given under my hand this the _____ day of _____, 2026.

_____
Notary Public

IVALDI ENGINEERING

Exhibit A

September 3, 2026

Michelle Dunson, P.E., CFM
City of Madison (the "Client")
100 Hughes Road
Madison, AL 35758

Re: Agreement Modification for Professional Engineering Services
Town Madison Blvd and I-565 Intersection Improvements

Ms. Dunson,

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

We propose to offer the following services:

1. Survey Services
2. Design Phase Services

This proposal, including the fees stated herein, is valid for 10 business days from the date of this letter. If not executed within that period, the proposal is subject to revision and re-issuance by Ivaldi. A more detailed project-specific Scope of Services and our fees is attached as Exhibit "A". Please sign the acknowledgment below to authorize the modifications to the contract described in Exhibit "A". Again, we thank you for the request. If you have any questions, please do not hesitate to contact us. We look forward to continuing to work with you on this project.

Sincerely,

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

Acknowledgment:

_____

Attachments

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

Cc: File

EXHIBIT "A"

Town Madison Blvd and I-565 Intersection Improvements

PROPOSED SCOPE OF SERVICES

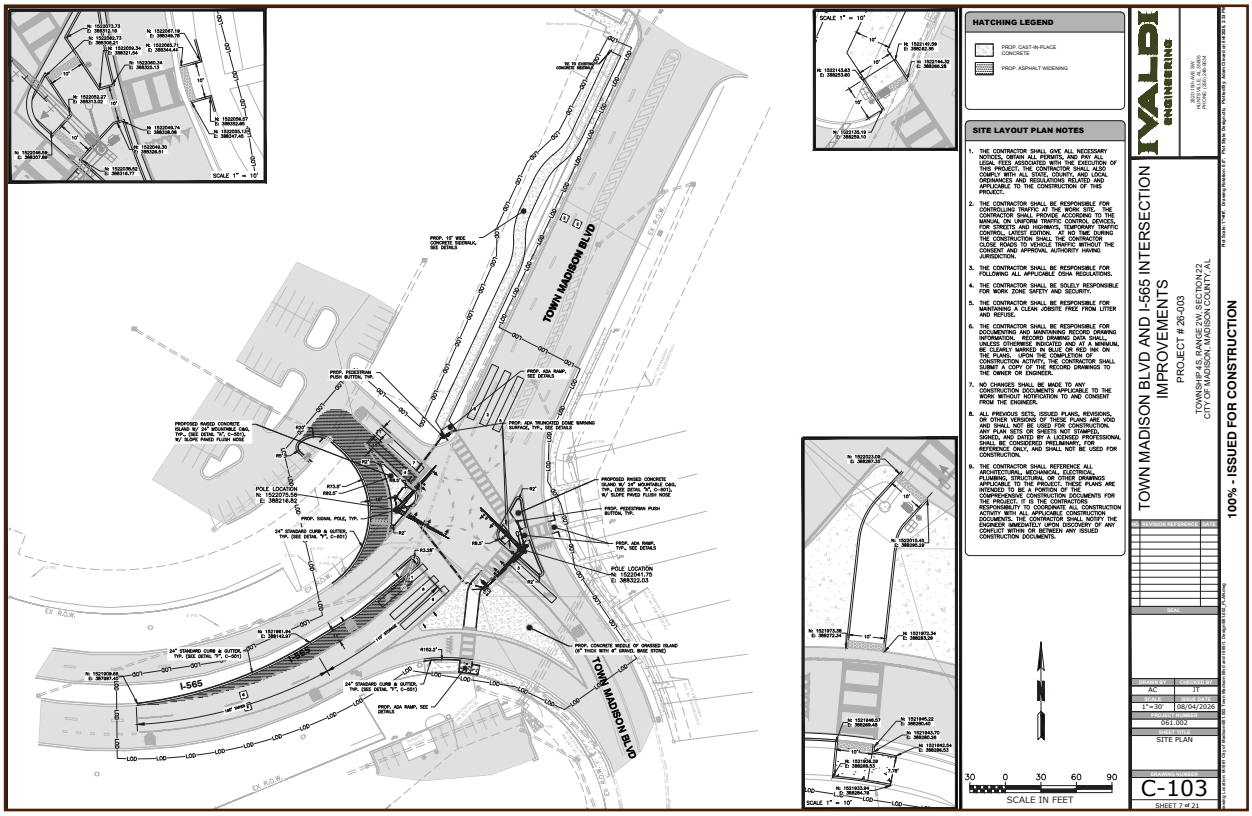
SEPTEMBER 3, 2026

Ivaldi's proposed scope of services is presented in the following elements:

I. Project Description
II. Scope of Services
III. Time of Performance
IV. Client's Responsibilities
V. Deliverables
VI. Compensation

I. PROJECT DESCRIPTION

ALDOT plan review comments received from Matthew Johnson, P.E., ALDOT Local Transportation Engineer, and associated ALDOT plan reviewers, forwarded by Michelle Dunson. The comments require revisions to the previously completed plan set to conform to ALDOT standards for locally administered projects. The comments also required an easement exhibit for the work being done outside of the Right-Of-Way in the stadium parking lot. This work was not included in the original scope of services.



II. SCOPE OF SERVICES

1. SURVEYING SERVICES

A. SKETCHES AND EXHIBITS

The Engineer will provide 1 (one) additional exhibit describing the areas of proposed Temporary Construction Easements (TCE) and Utility and Drainage Easements for this project. This includes two (2) revisions due to review.

2. DESIGN PHASE SERVICES

A. FINAL CONSTRUCTION DOCUMENTS PHASE

The Final Construction Documents Phase represents 100% project completion.

1. **PLAN FORMATTING AND DETAILS**
   Convert to the ALDOT standard title sheet with signature blocks for the engineer of record and City representative; replace traffic control sheets with ALDOT TCP sheets from the Traffic Control Detail Library; add project alignment and stationing across all plan sheets; and label begin project, end project, and end work locations.
2. **QUANTITIES AND PAY ITEMS**
   Break out traffic signal items into individual ALDOT pay items with calculated quantities in lieu of lump sum; add stripe widths to permanent long-line stripe descriptions; remove the traffic control scheme item from Sheet 4; and reclassify bituminous pavement removal under unclassified excavation.
3. **TRAFFIC SIGNAL PLANS**
   Incorporate ALDOT standard signal and ITS legend sheets and the standard traffic signal note sheet; add a removal diagram and design timings to the signal layout; reference the applicable TSOP from ALDOT standard drawings; and coordinate the City's written approval request for any manufacturer-specific signal equipment.
4. **SIGNING AND PAVEMENT MARKINGS**
   Revise overhead street name sign details to remove directional arrows and relocate advance directional signage; consolidate signal-mounted signs onto the signal layout sheet; revise crosswalk markings to conform to ALDOT standard drawings and the MUTCD; and revise thermoplastic callouts to Class 2A.
5. **ALDOT REVIEWS**
   We have received other comments from ALDOT that we will address via plan modification or a rebuttal letter. This scope only includes time to address current comments received by the date of this letter. Additional comments received may be considered an additional service.

III. TIME OF PERFORMANCE

Subject to your authorization, Ivaldi is prepared to begin work immediately and continue through completion. Plans are estimated to be ready for submittal to the LIA no later than 4 weeks after Ivaldi receives written notice to proceed from the Client. Client-initiated revisions to the project layout or program after our services commence may require an adjustment in fee and schedule. This schedule is based on Ivaldi's current workload and is subject to change if notice to proceed is not provided within 15 business days.

IVALDI

IV. COMPENSATION

FEES		
DESCRIPTION	**FEE TYPE**	**FEE**
Sketches and Exhibits	Lump Sum	$1,320.00
Final Design	Hourly, NTE	$11,200.00
CHANGE ORDER #2	**$12,520.00**	
Original Contract	*$79,457.50*	
Change Order #1	*$11,595.00*	
Modified Contract CO #1	*$91,052.50*	
Modified Contract CO #2	*$103.572.50*	
MODIFIED CONTRACT	**$103,572.50**	

IVALDI

RESOLUTION NO. 2026-337-R

A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS FOR THE BRADLEY STREET IMPROVEMENTS PROJECT

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain permanent rights of way, public utility and drainage easements, and temporary construction easements on, over, across, and upon the following described parcels of land for the **Bradley Street Improvements Project**, to-wit:

    a. See Exhibit A, which contains descriptions for fourteen (14) Tracts (the "Tract(s)"), which are attached hereto and incorporated herein, and copies of which are permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama. Drawings for each Tract are included with the parcel descriptions for each respective Tract.

2. That the obtainment of the foregoing Tracts is necessary for the Bradley Street Improvements Project (the "Project"), which is in the best interest of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.

3. That the Mayor of the City of Madison, or her designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance the above-described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended. Furthermore, in the event that certain owners of the respective Tracts desire to donate and dedicate their respective Tracts to the City of Madison, the City shall hereby accept the donation and dedication of such Tracts for purposes of the Project.

4. That the Mayor of the City of Madison, or her designee, be, and is hereby authorized, empowered, and directed to cause the above-described Tracts to be appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.

5. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the City Attorney's Office is hereby authorized to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

Exhibit 1

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

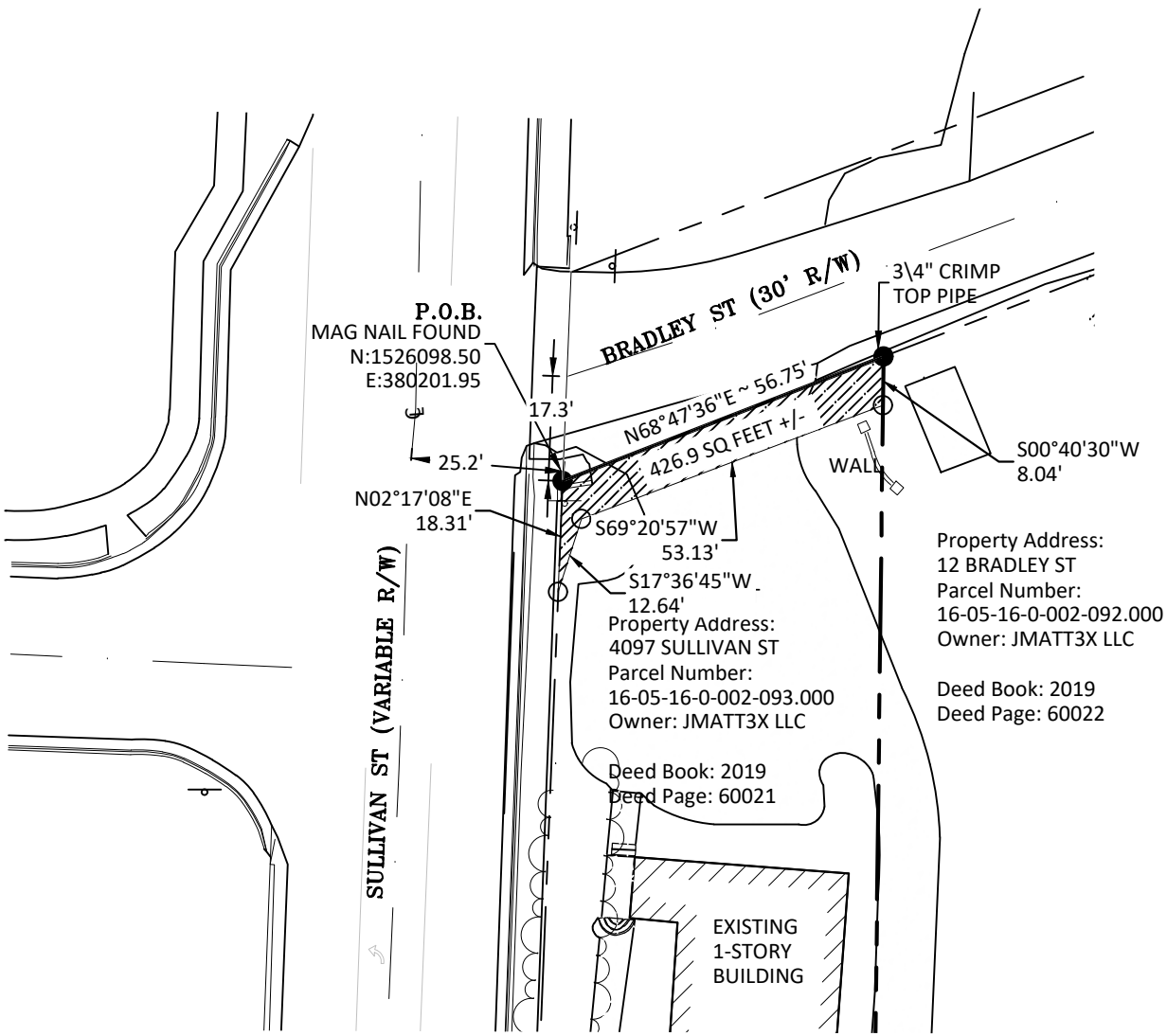
Beginning at a magnetic nail found (Northing = 1526098.50 and Easting = 380201.95) at the intersection of the east right-of-way of Sullivan Street, 25.2 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

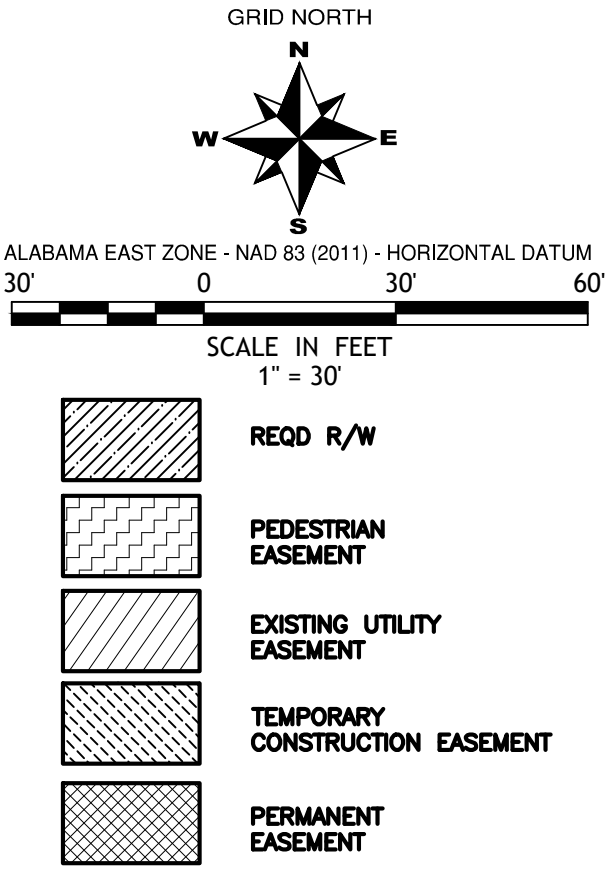
Thence, from the point of beginning and with the south right-of-way of said Bradley Street, North 68°47'36" East, a distance of 56.75 feet to a 3\4 inch crimped top pipe found.

Thence, leaving said south right-of-way, South 00°40'30" West, a distance of 8.04 feet to a point, South 69°20'57" West, a distance of 53.13 feet, and South 17°36'45" West, a distance of 12.64 feet to a point on the east right-of-way of the previously mentioned Sullivan Street.

Thence, with said east right-of-way of Sullivan Street, North 02°17'08" East, a distance of 18.31 feet to the point of beginning and containing 426.9 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.





BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-093.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name	Exhibit 1
Drawn By:	BHB
Checked By:	LM
Date of Drawing:	12/26/25
Scale:	1" = 30'

Exhibit 2

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

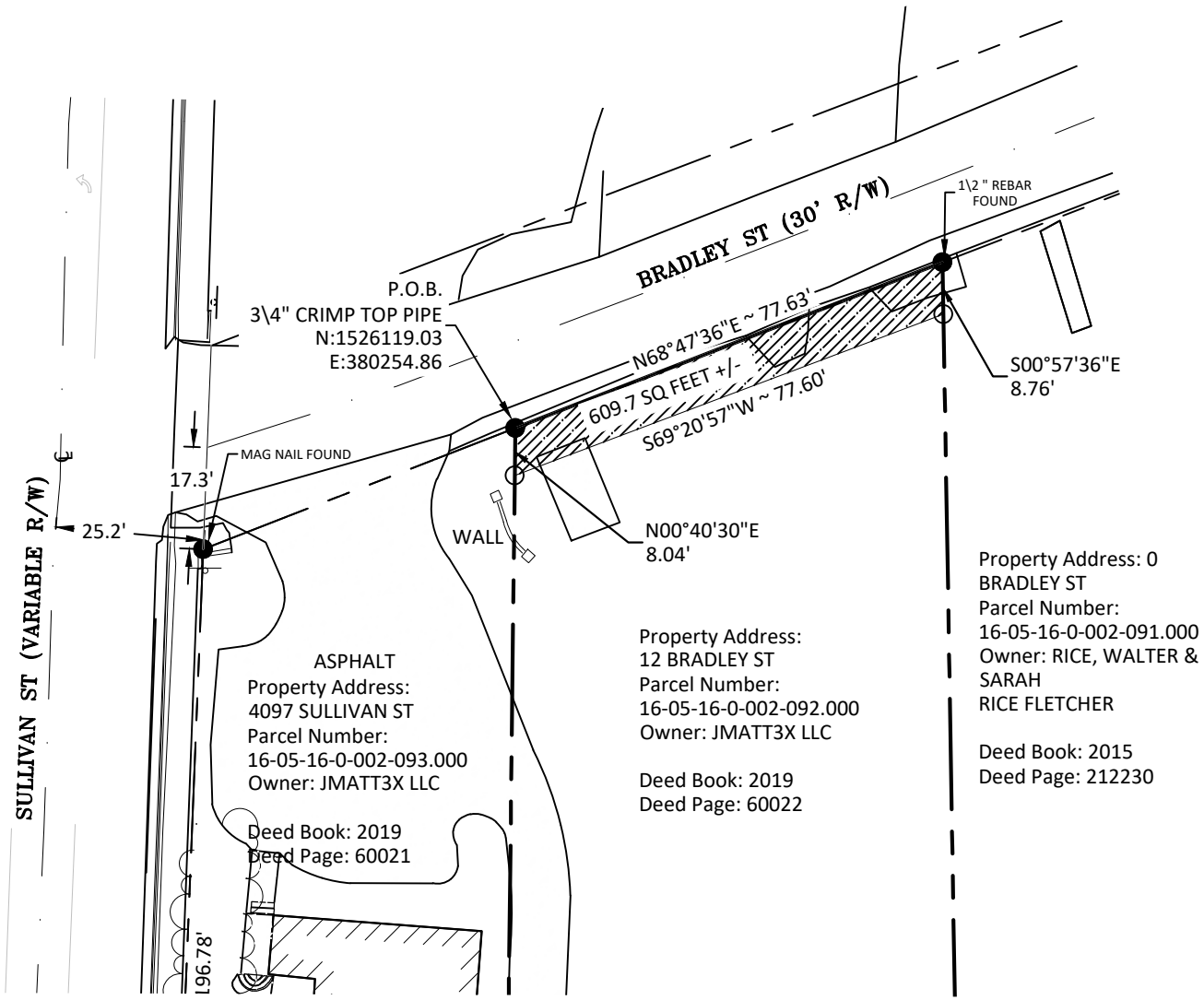
Commencing at a magnetic nail found at the intersection of the east right-of-way of Sullivan Street, 25.2 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

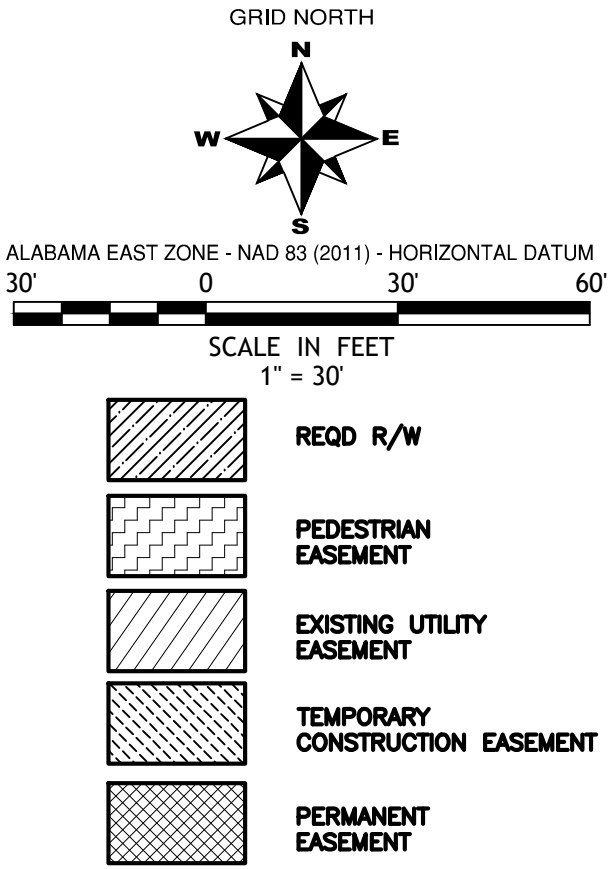
Thence, from the point of commencement and with the south right-of-way of said Bradley Street, North 68°47'36" East, a distance of 56.75 feet to a 3\4 inch crimped top pipe found a point (Northing = 1526119.03 and Easting = 380254.86), same being the point of beginning of the tract herein described.

Thence, from the point of beginning and continuing with said south right-of-way, North 68°47'36" East, a distance of 77.63 feet to a 1\2 inch rebar found.

Thence, leaving said south right-of-way, South 00°57'36" East, a distance of 8.76 feet to a point, South 69°20'57" West, a distance of 77.60 feet, North 00°40'30" East, a distance of 8.04 feet to the point of beginning and containing 609.7 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.





BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-092.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name	Exhibit 2
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/26/25
Scale:	1" = 30'

Exhibit 3

Required Right-Of-Way

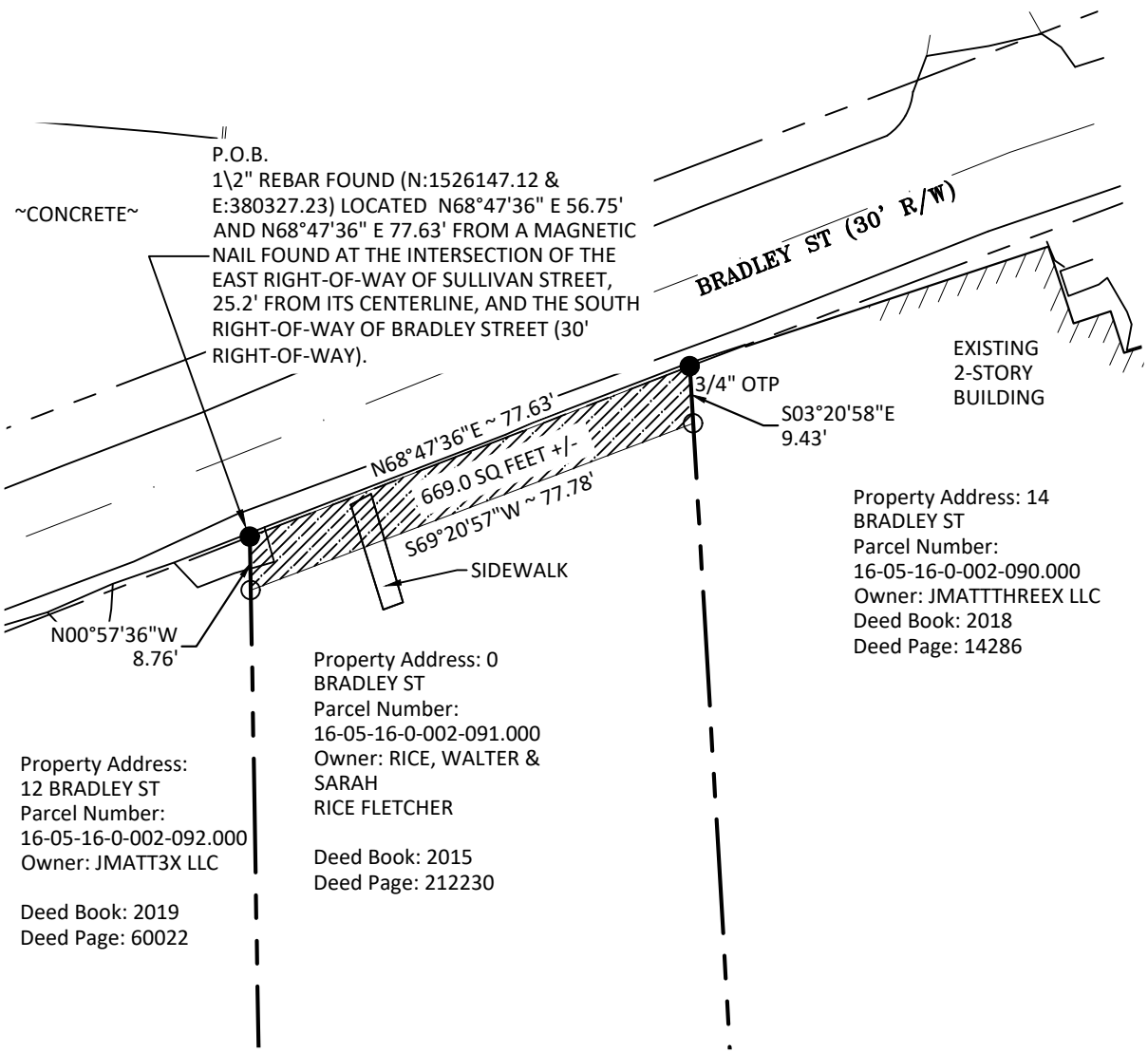
All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

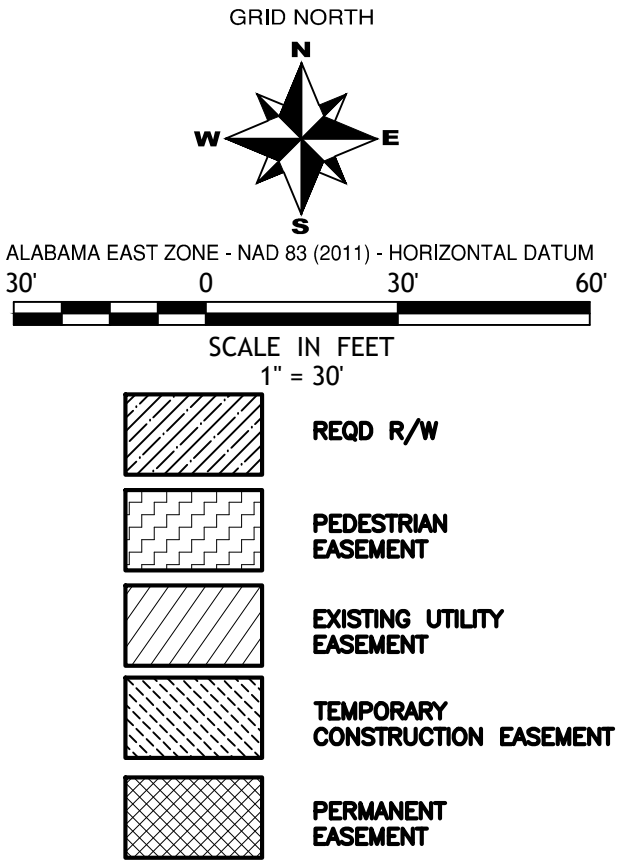
Beginning at a 1\2 inch rebar found (Northing = 1526147.12 and Easting 380327.23) located North 68°47'36" East, a distance of 56.75 feet and North 68°47'36" East, a distance of 77.63 feet from a magnetic nail found at the intersection of the east right-of-way of Sullivan Street, 25.2 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning and continuing with the south right-of-way of said Bradley Street, North 68°47'36" East, a distance of 77.63 feet to a 3\4 inch open top pipe found.

Thence, leaving said south right-of-way, South 03°20'58" East, a distance of 9.43 feet to a point, South 69°20'57" West, a distance of 77.78 feet, North 00°57'36" West, a distance of 8.76 feet to the point of beginning and containing 669.0 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.





BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-091.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 3
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/26/25
Scale:	1" = 30'

Exhibit 4

Required Right-Of-Way

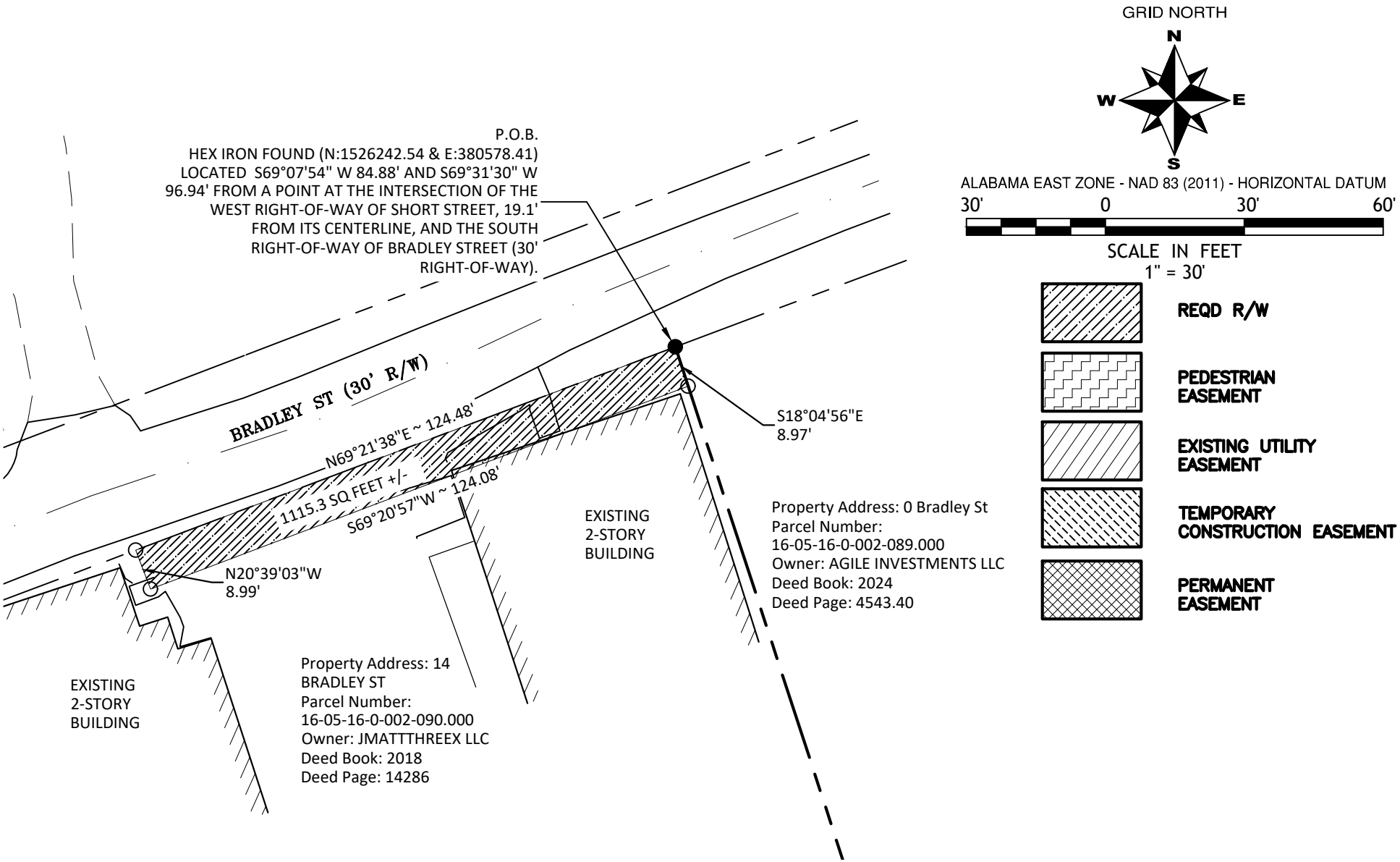
All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a hex iron found (Northing = 1526242.54 and Easting = 380578.41) located South 68°07'54" West, a distance of 84.88 feet and North 69°31'30" East, a distance of 96.94 feet from a point at the intersection of the west right-of-way of Short Street, 19.1 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning, leaving said south right-of-way of said Bradley Street, South 18°04'56" East, a distance of 8.97 feet to a point, South 69°20'57" West, a distance of 124.08 feet to a point, and North 20°39'03" West, a distance of 8.99 feet to a point on the said south right-of-way of the previously mentioned Bradley Street.

Thence, with said south right-of-way, North 69°21'38" East, a distance of 124.48 feet to the point of beginning and containing 1115.3 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.



BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-090.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name	EXHIBIT 4
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/26/25
Scale:	1" = 30'

Exhibit 5

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a 1\2 inch rebar found (Northing = 1526276.45 and Easting = 380669.23) located South 68°07'54" West, a distance of 84.88 feet from a point at the intersection of the west right-of-way of Short Street, 19.1 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning, leaving said south right-of-way of said Bradley Street, South 07°29'53" East, a distance of 8.90 feet to a point, South 69°20'57" West, a distance of 19.29 feet to a point, South 69°20'57" West, a distance of 67.86 feet to a point, South 69°20'57" West, a distance of 8.16 feet to a point, and North 18°04'56" West, a distance of 8.97 feet to a point on the said south right-of-way of the previously mentioned Bradley Street.

Thence, with said south right-of-way, North 69°31'30" East, a distance of 96.94 feet to the point of beginning and containing 847.4 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Temporary Construction Easement

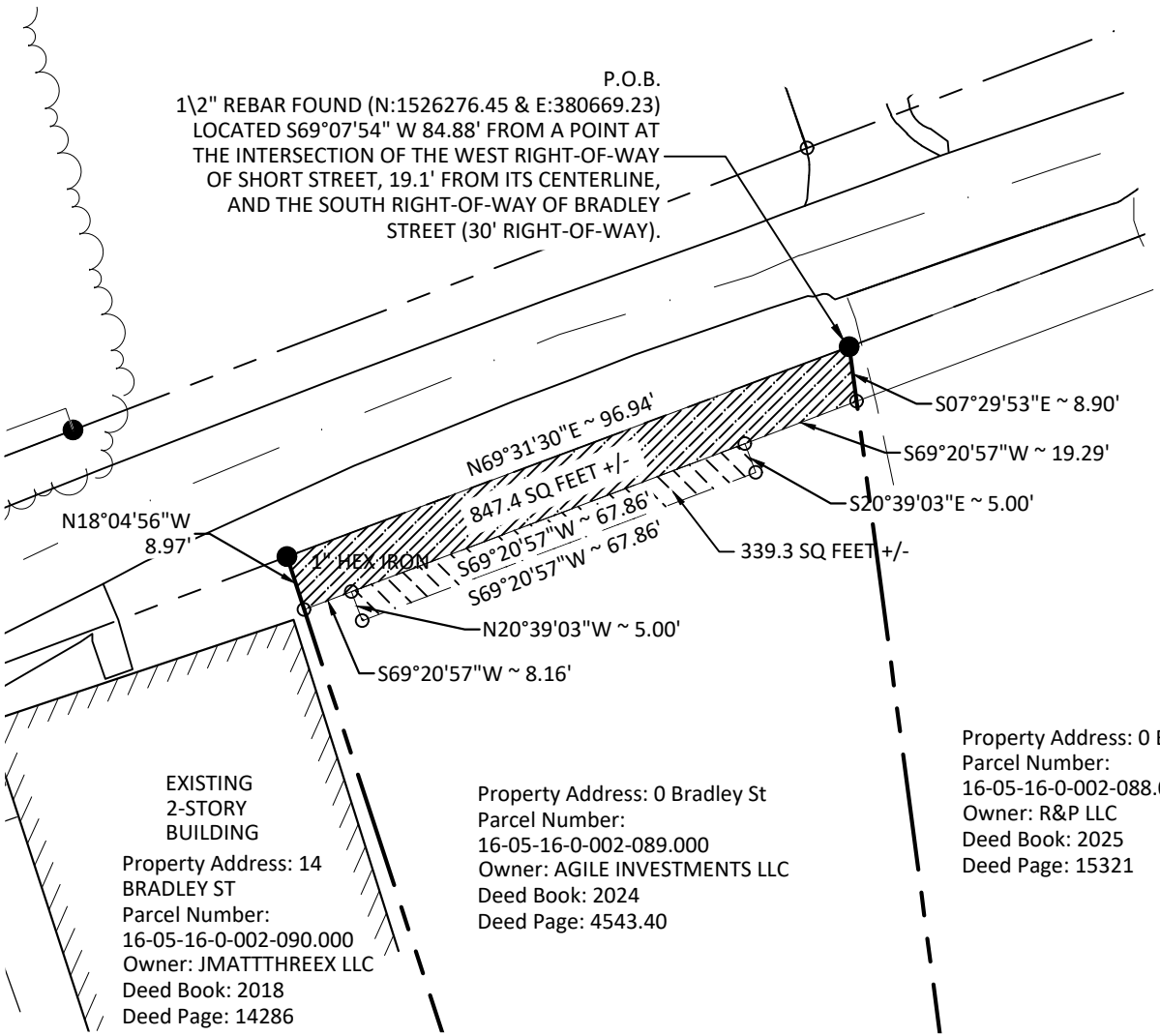
All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

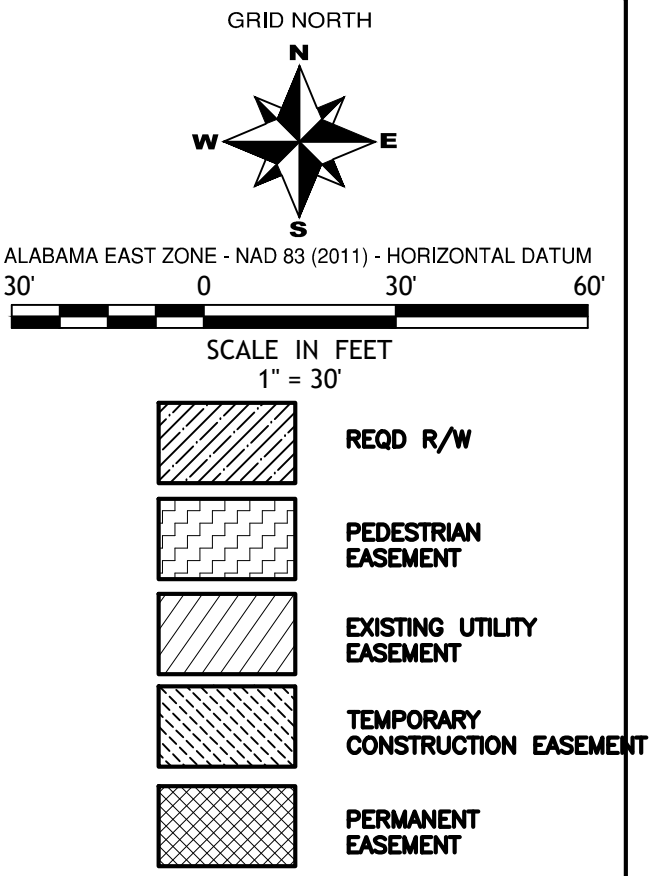
Commencing at a 1\2 inch rebar found (Northing = 1526276.45 and Easting = 380669.23) located South 68°07'54" West, a distance of 84.88 feet from a point at the intersection of the west right-of-way of Short Street, 19.1 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of commencement, leaving said south right-of-way of said Bradley Street, South 07°29'53" East, a distance of 8.90 feet to a point, South 69°20'57" West, a distance of 19.29 feet to the point of beginning.

Thence, from the point of beginning, South 20°39'03" East, a distance of 5.00 feet to a point, South 69°20'57" West, a distance of 67.86 feet to a point, North 20°39'03" West, a distance of 5.00 feet to a point, and North 69°20'57" East, a distance of 67.86 feet to the point of beginning and containing 339.3 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.





BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-089.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 5
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 6

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

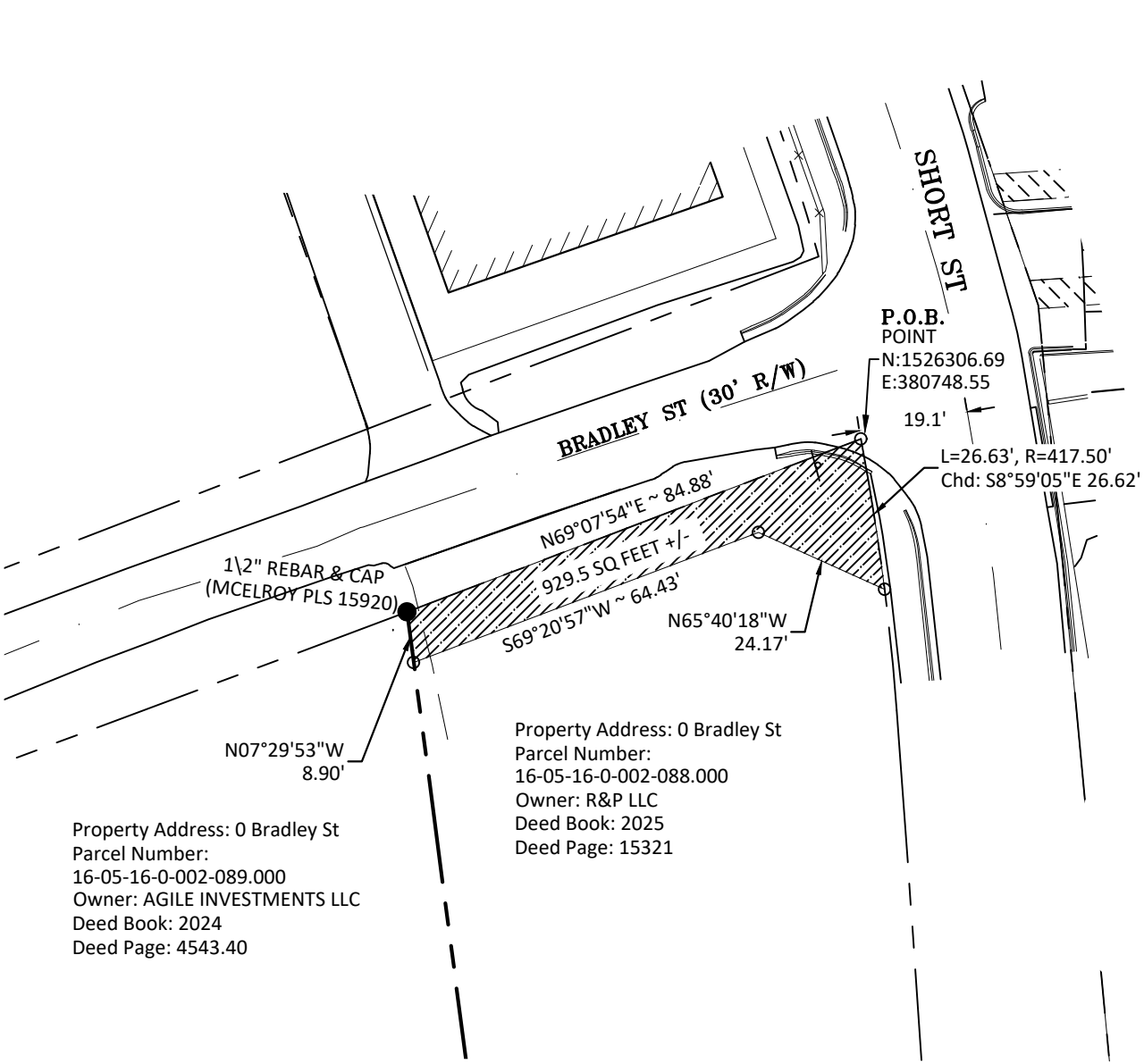
Beginning at a point (Northing = 1526306.69 and Easting = 380748.55) at the intersection of the west right-of-way of Short Street, 19.1 feet from its centerline, and the south right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning and with the west right-of-way of said Short Street, same being a curve to the right having a radius of 417.50 feet, a length of 26.63 feet, and a chord bearing and distance of South 08°59'05" East 26.62 feet to a point.

Thence, leaving the west right-of-way of said Short Street, North 65°40'18" West, a distance of 24.17 feet to a point, South 69°20'57" West, a distance of 64.43 feet to a point, and North 07°29'53" West, a distance of 8.90 feet to a point on the said south right-of-way of the previously mentioned Bradley Street.

Thence, with said south right-of-way, North 69°07'54" East, a distance of 84.88 feet to the point of beginning and containing 929.5 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.



GRID NORTH

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ALABAMA EAST ZONE - NAD 83 (2011) - HORIZONTAL DATUM

30' 0 30' 60'

SCALE IN FEET
1" = 30'

REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-088.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 6
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 7

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a point (Northing = 1526132.98 and Easting = 380203.32) at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning and with the east right-of-way of said Sullivan Street, North 02°16'58" East, a distance of 23.23 feet to a point.

Thence, leaving the east right-of-way of said Sullivan Street, South 21°58'50" East, a distance of 6.11 feet to a point, South 21°58'50" East, a distance of 10.00 feet to a point, North 69°20'57" East, a distance of 190.60 feet to a point, and South 15°56'55" East, a distance of 4.43 feet to a 1\2 inch rebar found on the north right-of-way of the previously mentioned Bradley Street.

Thence, with said north right-of-way, South 69°06'04" West, a distance of 199.66 feet to the point of beginning and containing 1021.1 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Permanent Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point (Northing = 1526132.98 and Easting = 380203.32) at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

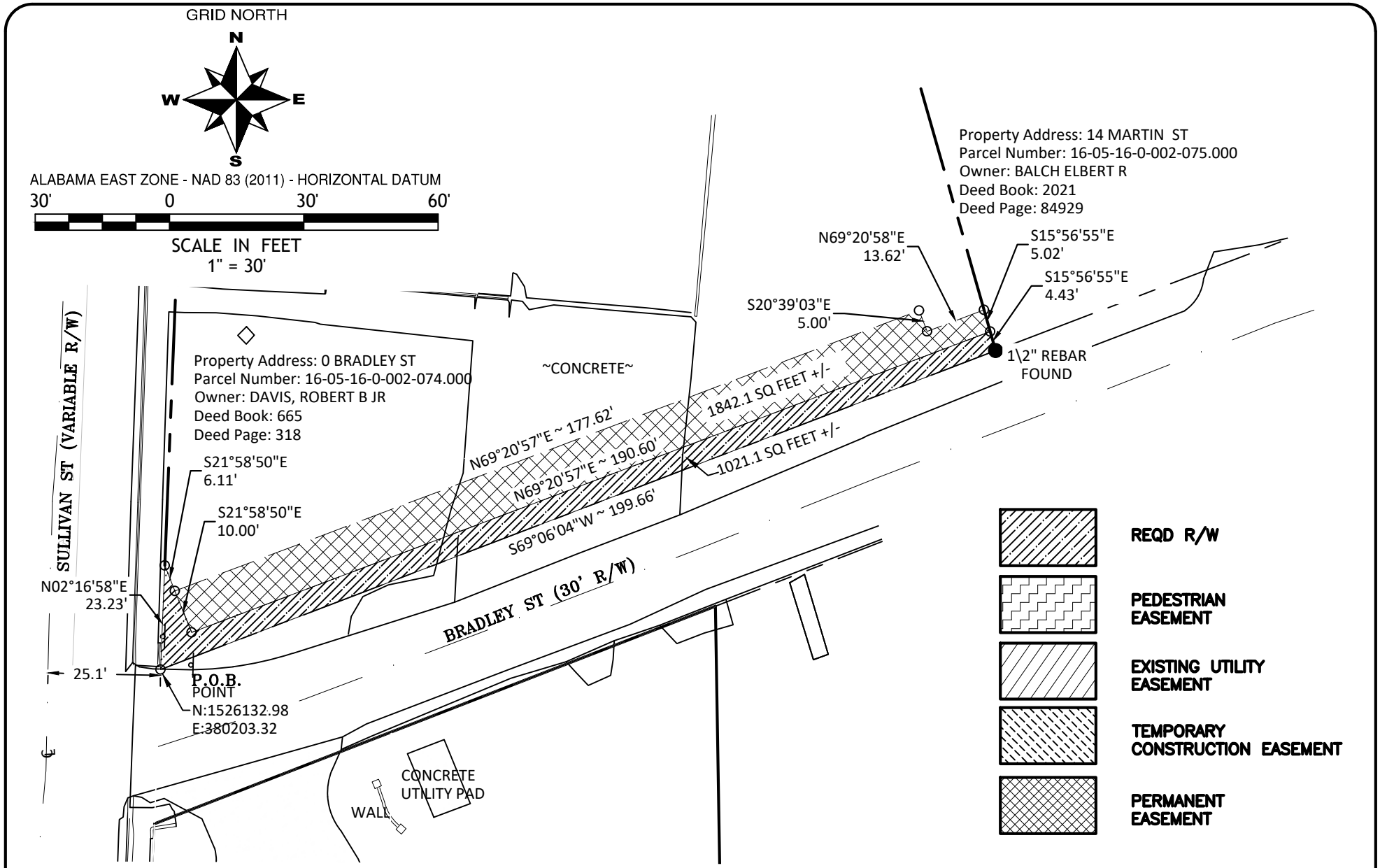
Thence, from the point of commencement and with the east right-of-way of said Sullivan Street, North 02°16'58" East, a distance of 23.23 feet to a point.

Thence, leaving the east right-of-way of said Sullivan Street, South 21°58'50" East, a distance of 6.11 feet to the point of beginning.

Thence, from the point of beginning, North 69°20'57" East, a distance of 177.62 feet to a point, South 20°39'03" East, a distance of 5.00 feet to a point, North 69°20'58" East, a distance of 13.62 feet to a point, South 15°56'55" East, a distance of 5.02 feet to a point, South 69°20'57" West, a distance of 190.60 feet to a point, and North 21°58'50" West, a

distance of 10.00 feet to the point of beginning and containing 1842.1 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.



BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-074.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 7
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 8

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a 1\2 inch rebar found (Northing = 1526204.20 and Easting = 380389.85) located North 69°06'04" East, a distance of 199.66 feet from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning, leaving the north right-of-way of said Bradley Street, North 15°56'55" West, a distance of 4.43 feet to a point, North 69°20'57" East, a distance of 102.16 feet to a point, and South 19°27'56" East, a distance of 3.97 feet to a point north right-of-way of the previously mentioned Bradley Street.

Thence, with said north right-of-way, South 69°06'04" West, a distance of 102.44 feet to the point of beginning and containing 429.1 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Permanent Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a 1\2 inch rebar found (Northing = 1526204.20 and Easting = 380389.85) located North 69°06'04" East, a distance of 199.66 feet from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of commencement, leaving the north right-of-way of said Bradley Street, North 15°56'55" West, a distance of 4.43 feet to the point of beginning.

Thence, from the point of beginning, North 15°56'55" West, a distance of 5.02 feet to a point, North 69°20'58" East, a distance of 101.85 feet to a point, South 19°27'56" East, a distance of 5.00 feet to a point, and South 69°20'57" West, a distance of 102.16 feet to the point of beginning and containing 509.9 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

GRID NORTH

N
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ALABAMA EAST ZONE - NAD 83 (2011) - HORIZONTAL DATUM

30' 0 30' 60'

SCALE IN FEET
1" = 30'

Property Address: 16 MARTIN ST
Parcel Number: 16-05-16-0-002-076.000
Owner: PUCKETT, LESLIE
Deed Book: 853
Deed Page: 847

Property Address: 14 MARTIN ST
Parcel Number: 16-05-16-0-002-075.000
Owner: BALCH ELBERT R
Deed Book: 2021
Deed Page: 84929

Property Address: 0 BRADLEY ST
Parcel Number: 16-05-16-0-002-074.000
Owner: DAVIS, ROBERT B JR
Deed Book: 665
Deed Page: 318

509.9 SQ FEET +/-

S19°27'56"E
5.00'

S19°27'56"E
3.97'

429.1 SQ FEET +/-

N69°20'58"E ~ 101.85'

N69°20'57"E ~ 102.16'

S69°06'04"W ~ 102.44'

BRADLEY ST (30' R/W)

N15°56'55"W
5.02'

N15°56'55"W
4.43'

P.O.B.
1\2" REBAR FOUND (N:1526204.20 & E:380389.85) LOCATED N69°06'04"E 199.66' FROM A POINT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SULLIVAN STREET, 25.1 FEET FROM ITS CENTERLINE, AND THE NORTH RIGHT-OF-WAY OF BRADLEY STREET (30 FEET RIGHT-OF-WAY).

REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-075.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 8
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 9

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a point (Northing = 1526240.74 and Easting = 380485.55) located North 69°06'04" East, a distance of 199.66 feet and North 69°06'04" East, a distance of 102.44 feet from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning, leaving the north right-of-way of said Bradley Street, North 19°27'56" West, a distance of 3.97 feet to a point, North 69°20'57" East, a distance of 62.50 feet to a point, and South 18°31'53" East, a distance of 3.71 feet to a 1\2 inch rebar found on the north right-of-way of the previously mentioned Bradley Street.

Thence, with said north right-of-way, South 69°06'04" West, a distance of 62.44 feet to the point of beginning and containing 239.8 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Permanent Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point (Northing = 1526240.74 and Easting = 380485.55) located North 69°06'04" East, a distance of 199.66 feet and North 69°06'04" East, a distance of 102.44 feet
from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of commencement, leaving the north right-of-way of said Bradley Street, North 19°27'56" West, a distance of 3.97 feet to the point of beginning.

Thence, from the point of beginning, North 19°27'56" West, a distance of 5.00 feet to a point, North 69°20'58" East, a distance of 62.58 feet to a point, South 18°31'53" East, a distance of 5.00 feet to a point, and South 69°20'57" West, a distance of 62.50 feet to the point of beginning and containing 312.6 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Call Table		
Line	Bearing	Distance
L1	N19°27'56"W	3.97'
L2	N69°20'57"E	62.50'
L3	S18°31'53"E	3.71'
L4	S69°06'04"W	62.44'

Call Table		
Line	Bearing	Distance
L5	N19°27'56"W	5.00'
L6	N69°20'58"E	62.58'
L7	S18°31'53"E	5.00'

GRID NORTH

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ALABAMA EAST ZONE - NAD 83 (2011) - HORIZONTAL DATUM

30' 0 30' 60'

SCALE IN FEET
1" = 30'

REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

Property Address: 14 MARTIN ST
Parcel Number: 16-05-16-0-002-075.000
Owner: BALCH ELBERT R
Deed Book: 2021
Deed Page: 84929

Property Address: 16 MARTIN ST
Parcel Number: 16-05-16-0-002-076.000
Owner: PUCKETT, LESLIE
Deed Book: 853
Deed Page: 847

Property Address: 18 Martin St
Parcel Number: 16-05-16-0-002-077.000
Owner: SOUTHERN SCAPE LLC
Deed Book: 2018
Deed Page: 2953

312.6 SQ.FEET +/-

239.8 SQ.FEET +/-

L1 L2 L3 L4 L5 L6 L7

1\2" REBAR & CAP
(MCELROY PLS 15920)

BRADLEY ST (30' R/W)

P.O.B.
POINT (N:1526240.74 & E:380485.55)
LOCATED N69°06'04"E 199.66' AND N69°06'04"E 102.44' FROM A POINT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SULLIVAN STREET, 25.1 FEET FROM ITS CENTERLINE, AND THE NORTH RIGHT-OF-WAY OF BRADLEY STREET (30 FEET RIGHT-OF-WAY).

BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-076.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 9
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 10

Required Right-Of-Way

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a 1\2-inch rebar found (Northing = 1526263.02 and Easting 380543.88) located North 69°06'04" East, a distance of 199.66 feet, North 69°06'04" East, a distance of 102.44 feet, and North 69°06'04" East, a distance of 62.44 feet from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of beginning, leaving the north right-of-way of said Bradley Street, North 18°31'53" West, a distance of 3.71 feet to a point, North 69°20'57" East, a distance of 121.83 feet to a point,
North 69°20'57" East, a distance of 5.07 feet to a point, and South 19°38'42" East, a distance of 2.93 feet to a 1\2-inch rebar found on the north right-of-way of the previously mentioned Bradley Street.

Thence, with said north right-of-way, South 69°06'04" West, a distance of 126.99 feet to the point of beginning and containing 420.8 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Permanent Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a 1\2-inch rebar found (Northing = 1526263.02 and Easting 380543.88) located North 69°06'04" East, a distance of 199.66 feet, North 69°06'04" East, a distance of 102.44 feet, and North 69°06'04" East, a distance of 62.44 feet from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of commencement, leaving the north right-of-way of said Bradley Street, North 18°31'53" West, a distance of 3.71 feet to the point of beginning.

Thence, from the point of beginning, North 18°31'53" West, a distance of 5.00 feet to a point, North 69°20'57" East, a distance of 121.79 feet to a point, South 18°58'27" East, a distance of 5.00 feet to a point, and South 69°20'57" West, a distance of 121.83 feet to the point of beginning and containing 608.8 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a 1\2-inch rebar found (Northing = 1526263.02 and Easting 380543.88) located North 69°06'04" East, a distance of 199.66 feet, North 69°06'04" East, a distance of 102.44 feet, and North 69°06'04" East, a distance of 62.44 feet from a point at the intersection of the east right-of-way of Sullivan Street, 25.1 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

Thence, from the point of commencement, North 68°59'57" East, a distance of 126.99 feet to the point.

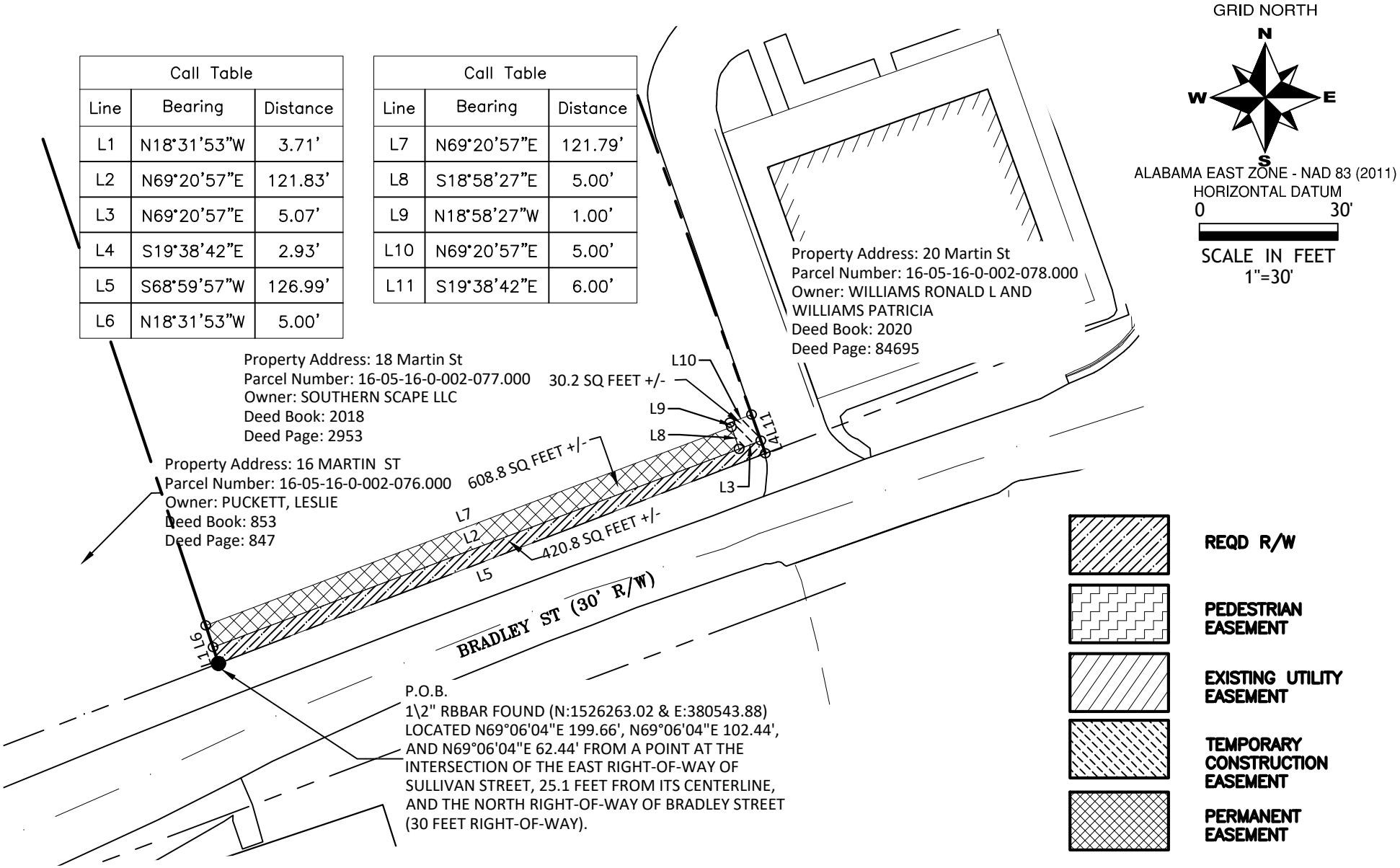
Thence, leaving the north right-of-way of said Bradley Street, North 19°38'42" West, a distance of 2.93 feet to the point of beginning.

Thence, from the point of beginning, South 69°20'57" West, a distance of 5.07 feet to a point, North 18°58'27" West, a distance of 5.00 feet to a point, North 18°58'27" West, a distance of 1.00 feet to a point, North 69°20'57" East, a distance of 5.00 feet to a point, and South 19°38'42" East, a distance of 6.00 feet to the point of beginning and containing 30.2 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Call Table		
Line	Bearing	Distance
L1	N18°31'53"W	3.71'
L2	N69°20'57"E	121.83'
L3	N69°20'57"E	5.07'
L4	S19°38'42"E	2.93'
L5	S68°59'57"W	126.99'
L6	N18°31'53"W	5.00'

Call Table		
Line	Bearing	Distance
L7	N69°20'57"E	121.79'
L8	S18°58'27"E	5.00'
L9	N18°58'27"W	1.00'
L10	N69°20'57"E	5.00'
L11	S19°38'42"E	6.00'



BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-077.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 10
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 11

Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a point (Northing = 1526338.59 and Easting = 380741.17) at the intersection of the west right-of-way of Short Street, 19.2 feet from its centerline, and the north right-of-way of Bradley Street (30 feet right-of-way).

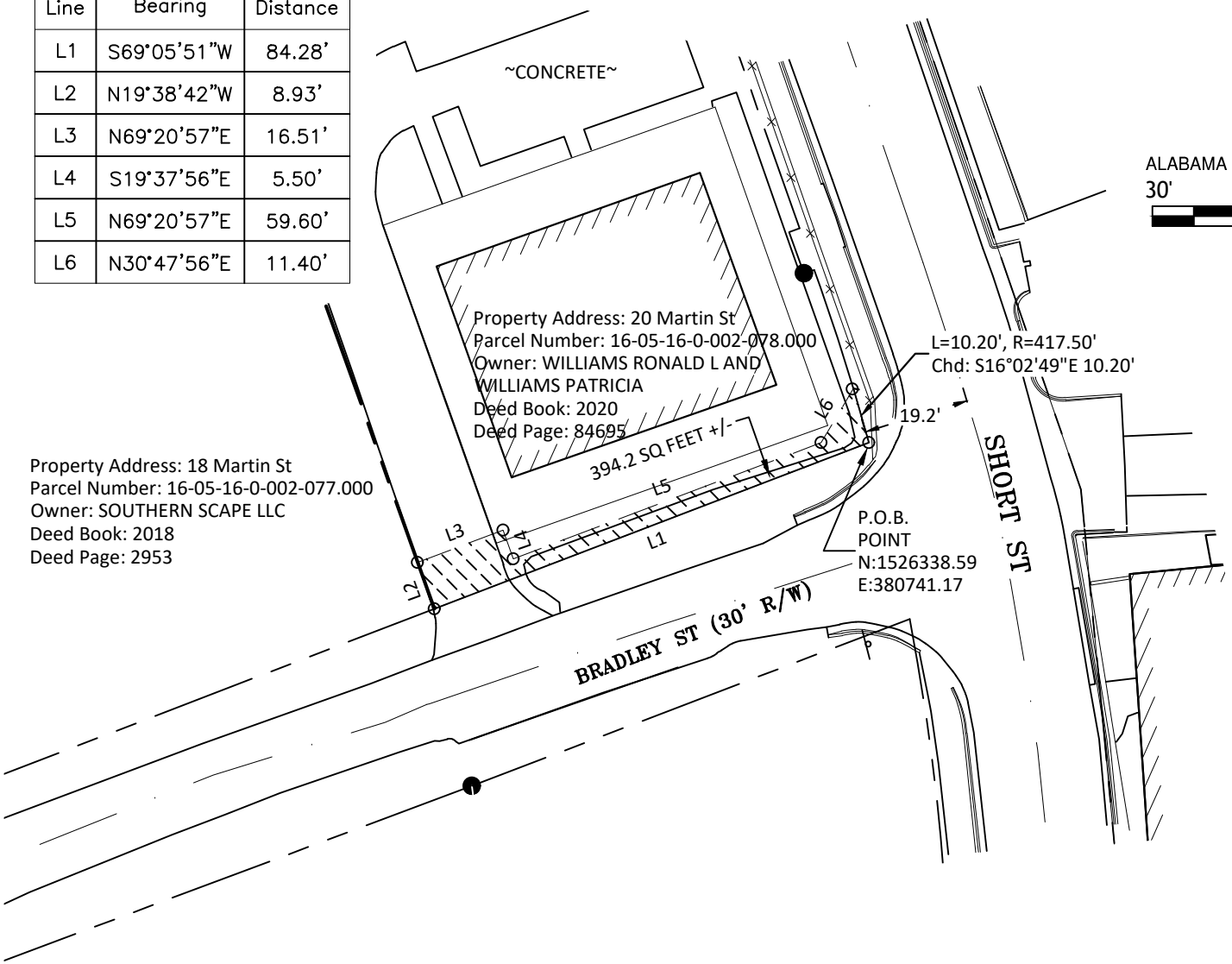
Thence, from the point of beginning and with the north right-of-way of said Bradley Street, South 69°05'51" West, a distance of 84.28 feet to the point.

Thence, leaving said north right-of-way, North 19°38'42" West, a distance of 8.93 feet to a point, North 69°20'57" East, a distance of 16.51 feet to a point, South 19°37'56" East, a distance of 5.50 feet to a point, North 69°20'57" East, a distance of 59.60 feet to a point, and North 30°47'56" East, a distance of 11.40 feet to a point on the west right-of-way of the previously mentioned Short Street.

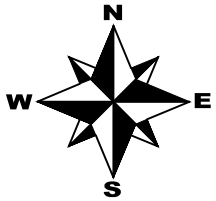
Thence, with the west right-of-way of said street, same being a curve to the right having a radius of 417.50 feet, a length of 10.20 feet, and a chord bearing and distance of South 16°02'49" East 10.20 feet to the point of beginning and containing 394.2 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

Call Table		
Line	Bearing	Distance
L1	S69°05'51"W	84.28'
L2	N19°38'42"W	8.93'
L3	N69°20'57"E	16.51'
L4	S19°37'56"E	5.50'
L5	N69°20'57"E	59.60'
L6	N30°47'56"E	11.40'



GRID NORTH



ALABAMA EAST ZONE - NAD 83 (2011) - HORIZONTAL DATUM

30' 0 30' 60'

SCALE IN FEET
1" = 30'

REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-078.000

CROY
603 MADISON STREET, SE
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PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 11
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 12

Pedestrian Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of commencement, North 21°58'22" East, a distance of 23.87 feet to a point (Northing = 1526348.17 and Easting = 380773.33) on the east right-of-way of Short Street, same being the point of beginning.

Thence, from the point of beginning, leaving said east right-of-way, North 85°59'26" East, a distance of 182.47 feet to a point, South 03°06'58" East, a distance of 14.00 feet to a point, and South 85°57'52" West, a distance of 178.48 feet to a point on the east right-of-way of the previously mentioned Short Street.

Thence, with said east right-of-way, North 19°00'16" West, a distance of 14.58 feet to the point of beginning and containing 2534.2 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

North Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of commencement, North 21°58'22" East, a distance of 23.87 feet to a point (Northing = 1526348.17 and Easting = 380773.33) on the east right-of-way of Short Street, same being the point of beginning.

Thence, from the point of beginning and continuing with said east right-of-way, North 19°00'16" West, a distance of 5.09 feet to a point.

Thence, leaving said east right-of-way, North 85°57'52" East, a distance of 95.63 feet to a point, North 87°32'58" East, a distance of 88.23 feet to a point, South 03°06'58" East, a distance of 2.56 feet to a point, and South 85°59'26" West, a distance of 182.47 feet to the point of beginning and continuing 800.2 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

South Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of commencement, North 21°58'22" East, a distance of 23.87 feet to a point (Northing = 1526348.17 and Easting = 380773.33) on the east right-of-way of Short Street.

Thence, with said east right-of-way, South 19°00'16" East, a distance of 14.58 feet to the point of beginning.

Thence, from the point of beginning, leaving said east right-of-way, North 85°57'52" East, a distance of 178.48 feet to a point, South 03°06'58" East, a distance of 5.00 feet to a point, South 85°57'52" West, a distance of 177.21 feet to a point, North 05°22'36" West, a distance of 0.64 feet to a point, and North 19°00'16" West, a distance of 4.52 feet to the point of beginning and containing 888.9 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

GRID NORTH

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ALABAMA EAST ZONE - NAD 83 (2011)
HORIZONTAL DATUM

0 30'

SCALE IN FEET
1"=30'

REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

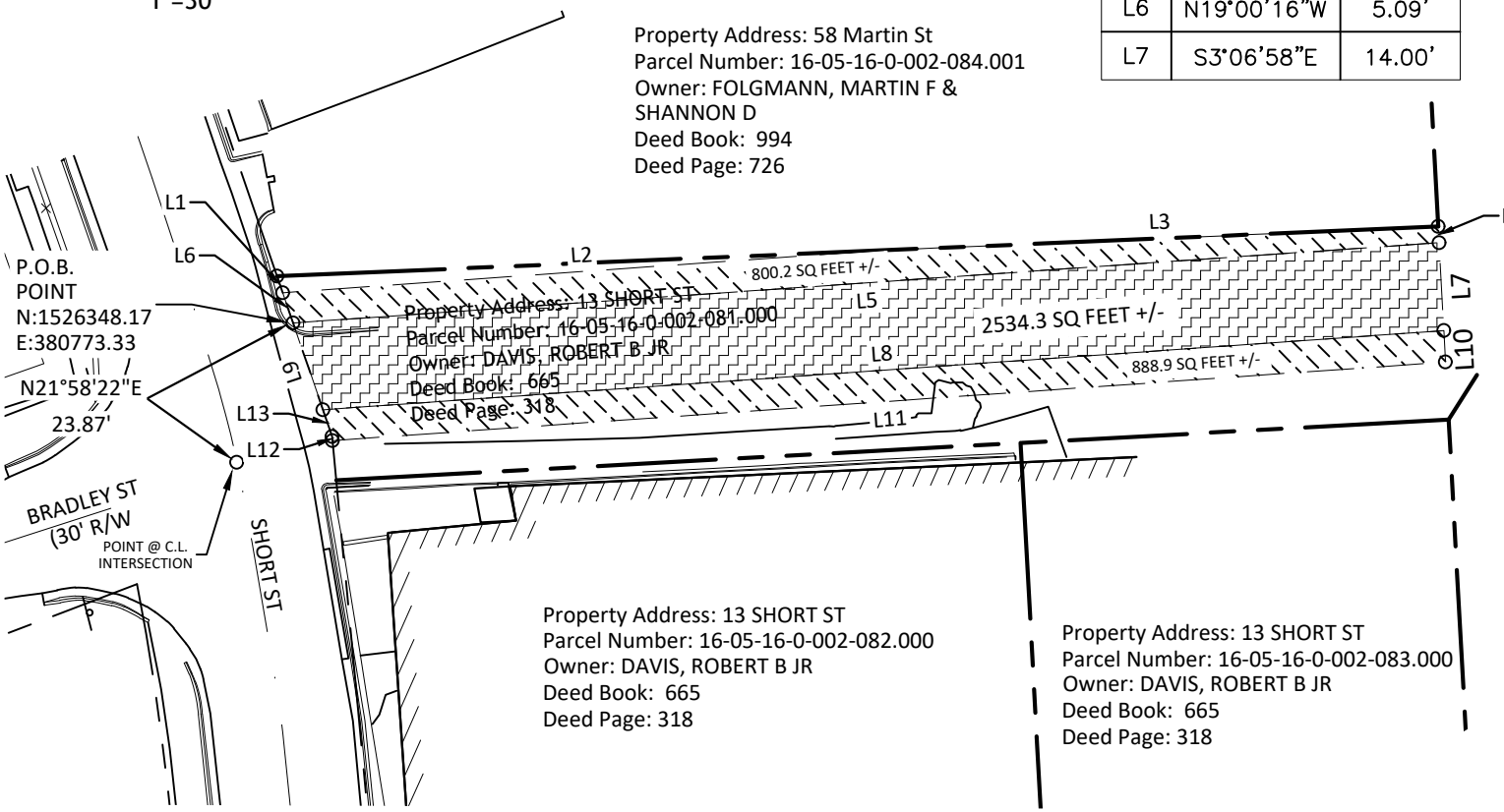
TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

Call Table		
Line	Bearing	Distance
L1	S19°00'16"E	2.76'
L2	N85°57'52"E	95.63'
L3	N87°32'58"E	88.23'
L4	S3°06'58"E	2.56'
L5	N85°59'26"E	182.47'
L6	N19°00'16"W	5.09'
L7	S3°06'58"E	14.00'

Call Table		
Line	Bearing	Distance
L8	S85°57'52"W	178.48'
L9	N19°00'16"W	14.58'
L10	S3°06'58"E	5.00'
L11	S85°57'52"W	177.21'
L12	N5°22'36"W	0.64'
L13	N19°00'16"W	4.52'

Property Address: 58 Martin St
Parcel Number: 16-05-16-0-002-084.001
Owner: FOLGMANN, MARTIN F & SHANNON D
Deed Book: 994
Deed Page: 726



Property Address: 0 CAIN ST
Parcel Number: 16-05-16-0-002-084.000
Owner: TOP OF AL REGIONAL HOUSING AUTHORITY 2
Deed Book: ***
Deed Page: ***

Property Address: 13 SHORT ST
Parcel Number: 16-05-16-0-002-082.000
Owner: DAVIS, ROBERT B JR
Deed Book: 665
Deed Page: 318

Property Address: 13 SHORT ST
Parcel Number: 16-05-16-0-002-083.000
Owner: DAVIS, ROBERT B JR
Deed Book: 665
Deed Page: 318

BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-081.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 12
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 13

Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of commencement, North 12°10'21" East, a distance of 30.23 feet to a point on the east right-of-way of Short Street.

Thence, leaving said east right-of-way, North 87°32'58" East, a distance of 96.38 feet to a point (Northing = 1526359.71 and Easting = 380867.07), same being the point of beginning.

Thence, from the point of beginning, North 85°57'52" East, a distance of 88.23 feet to a point, South 03°06'58" East, a distance of 2.44 feet to a point, and South 87°32'58" West, a distance of 88.23 feet to the point of beginning and containing 107.6 square feet, more or less.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

GRID NORTH

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ALABAMA EAST ZONE - NAD 83 (2011)
HORIZONTAL DATUM

0 30'

SCALE IN FEET
1"=30'

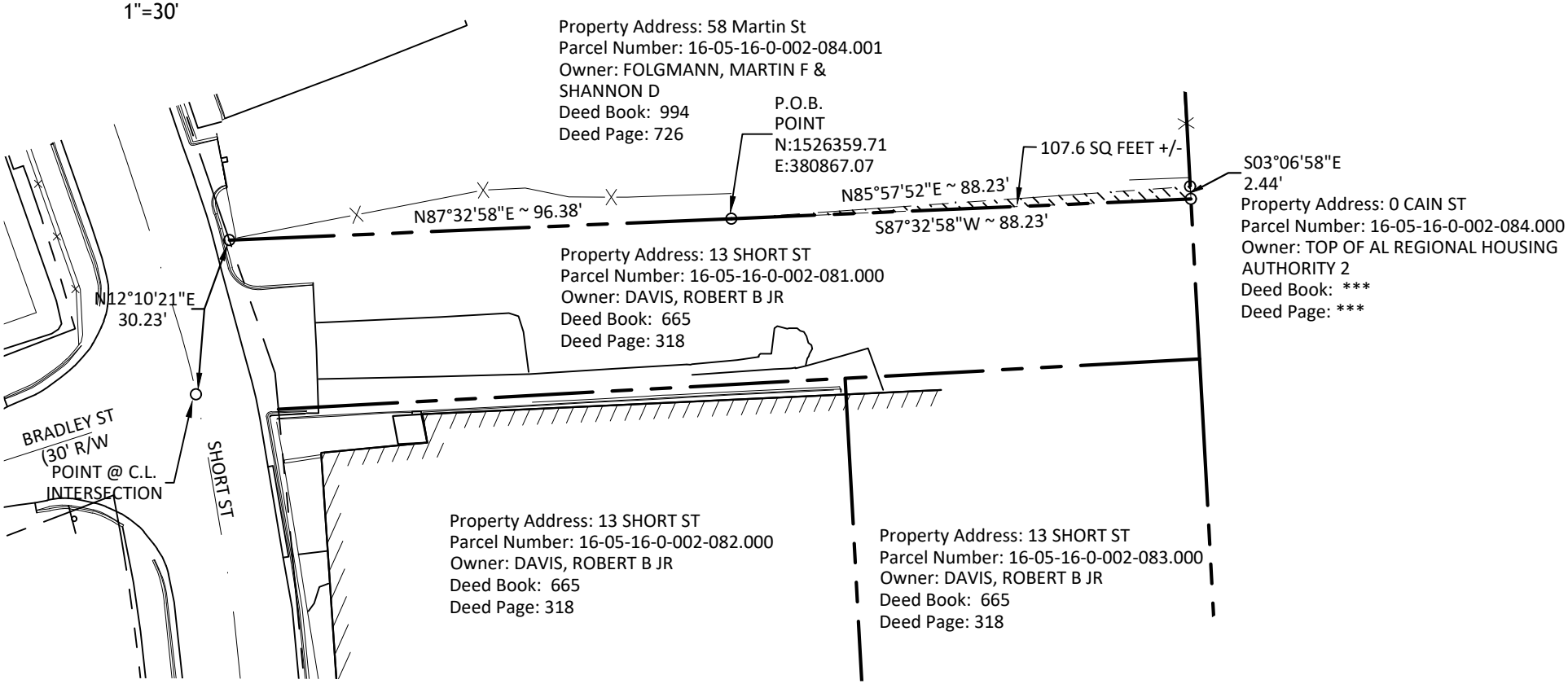
REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT



BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-084.001

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 13
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

Exhibit 14

Pedestrian Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point (Northing = 1526363.49 and Easting = 380955.21) located North 21°10'21" East, a distance of 30.23 feet to a point and North 87°32'58" East, a distance of 184.61 feet from a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of commencement, South 03°06'58" East, a distance of 2.56 to the point of beginning.

Thence, from the point of beginning, North 85°59'26" East, a distance of 4.31 feet to a point at the beginning of a curve.

Thence, with a curve to the left having a radius of 43.00 feet, a length of 9.26, and a chord bearing and distance of North 79°47'42" East 9.24 feet to a point at the end of said curve.

Thence, North 73°37'38" East, a distance of 30.15 feet to a point, North 73°37'38" East, a distance of 55.34 feet to a point, South 16°23'02" East, a distance of 14.00 feet to a point, and South 73°37'38" West, a distance of 85.49 feet to a point at the beginning of a curve.

Thence, with a curve to the right having a radius of 57.00 feet, a length of 12.27, and a chord bearing and distance of South 79°47'43" West 12.25 feet to a point at the end of said curve.

Thence, South 85°57'52" West, a distance of 4.54 feet to a point and North 03°06'58" West, a distance of 14.00 to the point of beginning and containing 1409.5 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

North Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Beginning at a point (Northing = 1526363.49 and Easting = 380955.21) located North 21°10'21" East, a distance of 30.23 feet to a point and North 87°32'58" East, a distance of 184.61 feet from a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of beginning, North 03°06'58" West, a distance of 2.44 feet to a point and North 85°57'52" East, a distance of 4.22 feet to a point at the beginning of a curve.

Thence, with a curve to the left having a radius of 38.01 feet, a length of 8.19, and a chord bearing and distance of North 79°48'09" East 8.18 feet to a point at the end of said curve.

Thence, North 73°37'38" East, a distance of 30.15 feet to a point, South 16°22'22" East, a distance of 5.00 feet to a point, and South 73°37'38" West, a distance of 30.15 feet to a point at the beginning of a curve.

Thence, with a curve to the right having a radius of 43.00 feet, a length of 9.26, and a chord bearing and distance of South 79°47'42" West 9.24 feet to a point at the end of said curve.

Thence, South 85°59'26" West, a distance of 4.31 feet to a point and North 03°06'58" West, a distance of 2.56 feet to a point to the point of beginning and containing 215.7 square feet, more or less.

The above-described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

South Temporary Construction Easement

All that part of Section 16, Township 4 South, Range 2 West, Madison County, AL, being more particularly described as follows:

Commencing at a point (Northing = 1526363.49 and Easting = 380955.21) located North 21°10'21" East, a distance of 30.23 feet to a point and North 87°32'58" East, a distance of 184.61 feet from a point at the centerline intersection of Bradley Street and Short Street.

Thence, from the point of commencement, South 03°06'58" East, a distance of 2.56 to a point and South 03°06'58" East, a distance of 14.00 to the point of beginning.

Thence, from the point of beginning, North 85°57'52" East, a distance of 4.54 feet to a point at the beginning of a curve.

Thence, with a curve to the left having a radius of 57.00 feet, a length of 12.27, and a chord bearing and distance of North 79°47'43" East 12.25 feet to a point at the end of said curve.

Thence, North 73°37'38" East, a distance of 85.49 feet to a point, South 16°23'28" East, a distance of 5.00 feet to a point, and South 73°37'38" West, a distance of 85.49 feet to a point at the beginning of a curve.

Thence, with a curve to the right having a radius of 61.98 feet, a length of 13.36, and a chord bearing and distance of South 79°48'00" West 13.33 feet to a point at the end of said curve.

Thence, South 85°57'52" West, a distance of 4.61 feet to a point and North 03°06'58" West, a distance of 5.00 to the point of beginning and containing 514.4 square feet, more or less

GRID NORTH

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ALABAMA EAST ZONE - NAD 83 (2011)
HORIZONTAL DATUM

0 30'

SCALE IN FEET
1"=30'

REQD R/W

PEDESTRIAN EASEMENT

EXISTING UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PERMANENT EASEMENT

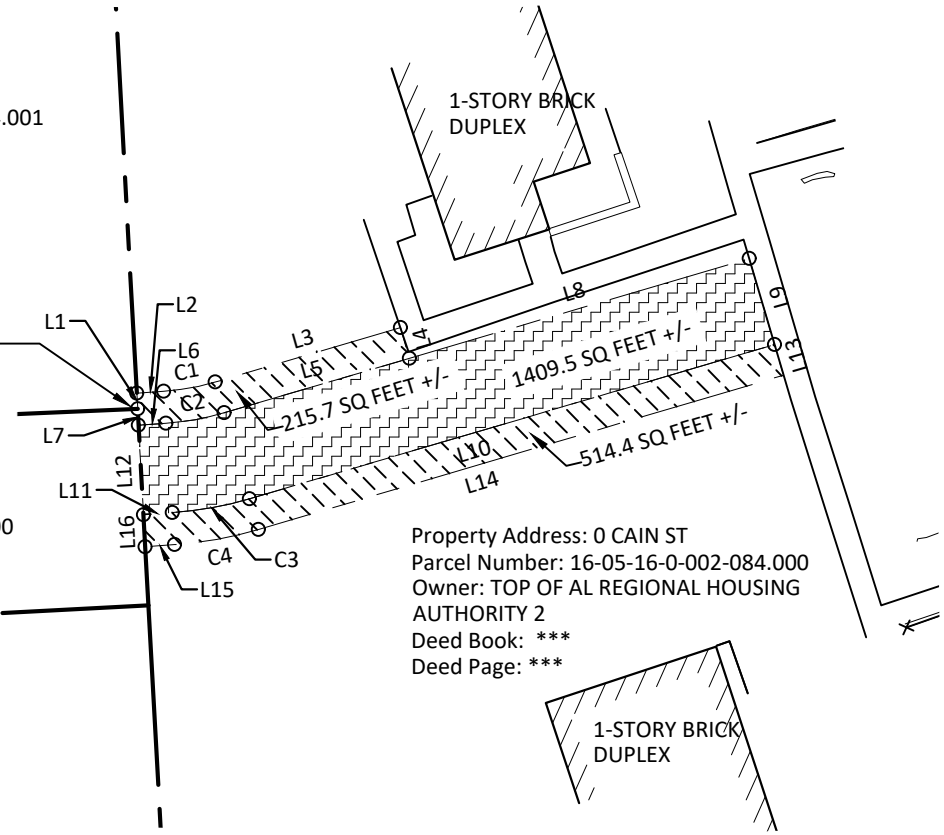
Curve Table				
Curve	Length	Radius	Chord	Bearing
C1	8.19'	38.01'	8.18'	N79°48'09"E
C2	9.26'	43.00'	9.24'	N79°47'42"E
C3	12.27'	57.00'	12.25'	S79°47'43"W
C4	13.36'	61.98'	13.33'	S79°48'00"W

Call Table		
Line	Bearing	Distance
L1	N3°06'58"W	2.44'
L2	N85°57'52"E	4.22'
L3	N73°37'38"E	30.15'
L4	S16°22'22"E	5.00'
L5	N73°37'38"E	30.15'
L6	N85°59'26"E	4.31'
L7	N3°06'58"W	2.56'
L8	N73°37'38"E	55.34'
L9	S16°23'02"E	14.00'
L10	S73°37'38"W	85.49'
L11	S85°57'52"W	4.54'
L12	N3°06'58"W	14.00'
L13	S16°23'28"E	5.00'
L14	S73°37'38"W	85.49'
L15	S85°57'52"W	4.61'
L16	N3°06'58"W	5.00'

Property Address: 58 Martin St
Parcel Number: 16-05-16-0-002-084.001
Owner: FOLGMANN, MARTIN F & SHANNON D
Deed Book: 994
Deed Page: 726

P.O.B.
POINT (N:1526363.49 & E:380955.21)
LOCATED N21°10'21"E 30.23' AND
N87°32'58"E 184.61' FROM A POINT AT
THE CENTERLINE INTERSECTION OF
BRADLEY STREET AND SHORT STREET

Property Address: 13 SHORT ST
Parcel Number: 16-05-16-0-002-081.000
Owner: DAVIS, ROBERT B JR
Deed Book: 665
Deed Page: 318



Property Address: 0 CAIN ST
Parcel Number: 16-05-16-0-002-084.000
Owner: TOP OF AL REGIONAL HOUSING AUTHORITY 2
Deed Book: ***
Deed Page: ***

BRADLEY STREET WIDENING EXHIBIT FOR:
CITY OF MADISON
SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
MADISON COUNTY , ALABAMA
PARCEL NUMBER: 16-05-16-0-002-084.000

CROY
603 MADISON STREET, SE
HUNTSVILLE, AL 35801
PHONE: (256) 517-8555 FAX: (256) 571-8554

Project No.	1534.012
Drawing Name:	Exhibit 14
Drawn By:	BHB
Checked By:	LM
Date of Plat:	12/19/25
Scale:	1" = 30'

RESOLUTION NUMBER 2026-352-R

A RESOLUTION AUTHORIZING AN APPLICATION FOR TRANSPORTATION ALTERNATIVE PROGRAM (TAP) PROJECT FOR EASTVIEW SIDEWALK DESIGN

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

I. That the City Council authorizes the Mayor to apply for Alabama Department of Transportation "FY 2027 Transportation Alternatives Set-Aside Program (TAP)" funding from the Federal Highway Administration in the amount of $1,000,000 ($800,000 Federal and $200,000 sponsor match); and

II. This funding, if awarded, will be used for the construction of a new accessible sidewalk along the south side of Eastview Drive, between McAdoo Drive to Dusty Trail, and extending the sidewalk on Chadrick Drive from 122 Chadrick Drive to the proposed sidewalk on Eastview; and

III. If tap funding is awarded, the City of Madison agrees to pay required expenses, up to $200,000 for 20% matching funds; and

IV. That the TAP application be executed in the name of the City of Madison, by its Mayor, for and on its behalf; and

V. That the agreement be attested by the City Clerk and the seal of the City of Madison be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the grant agreement by all parties, a copy of the agreement be kept on file by the City Clerk.

READ, PASSED, AND ADOPTED by the City Council of Madison, Alabama on this, the 14th day of September, 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of September 2026

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-329-R

A RESOLUTION AUTHORIZING THE TRADE-IN OF SIX (6) LIFEPAK 15 DEVICES AND THE USE OF ALABAMA OPIOID SETTLEMENT FUNDS FOR THE PURCHASE OF SIX (6) LIFEPAK 35 DEVICES

WHEREAS, pursuant to Section 41-16-50 of the *Code of Alabama* (1975), a municipality is required to competitively bid all expenditures of funds for labor, services, or the purchase of materials, equipment, supplies, or other personal property exceeding the statutory threshold, except that Section 41-16-51(a)(16) of the *Code of Alabama* (1975) exempts from this requirement purchases made as part of a national or regional governmental cooperative purchasing program, provided the goods are available as a result of a competitive bid process conducted by a governmental entity and approved by the Alabama Department of Examiners of Public Accounts ("EOPA"); and

WHEREAS, EOPA has authorized purchasing through Sourcewell, which is a national, intergovernmental purchasing cooperative, through December 31, 2026; and

WHEREAS, Section 11-43-56 of the *Code of Alabama* (1975) authorizes a municipality to dispose of unneeded personal property and Section 16-106 of the *Code of Ordinances, City of Madison, Alabama* (the "*Madison City Code*") further authorizes and governs the disposition of surplus or obsolete city equipment, including by trade-in toward the purchase of replacement equipment;

WHEREAS, the City of Madison, Alabama (the "City") participated in national litigation against manufacturers, distributors, and pharmacies for their role in the opioid and overdose crisis and has been awarded settlement funds that must be expended on approved opioid remediation strategies identified in the settlement agreements, including strategies related to first responder overdose response capabilities (the "Opioid Settlement Funds"); and

WHEREAS, the City's Fire Department, Madison Fire and Rescue ("Madison Fire"), currently owns six (6) LIFEPAK 15 devices that no longer meet the operational and clinical standards necessary for the safe and effective delivery of emergency medical care and are no longer needed for public or municipal purposes; and

WHEREAS, the LIFEPAK 35 device represents the current generation of cardiac monitor/defibrillator technology, and the acquisition of six (6) LIFEPAK 35 devices are necessary to ensure the continued safety of the City's emergency medical personnel and the citizens they serve; and

WHEREAS, the vendor Stryker Sales, LLC ("Stryker"), who has been awarded a contract for EMS equipment by Sourcewell (Contract No. 041823-STY), has agreed to accept the City's six (6) existing LIFEPAK 15 devices and accessories as a trade-in, with the estimated total trade-in value of Forty-Eight Thousand Dollars ($48,000.00) to be credited against the

total purchase price of Three Hundred Forty-Eight Thousand Two Hundred Eighty-Four Dollars and Ninety-One Cents ($348,284.91) for six (6) new LIFEPAK 35 devices and accessories, thereby reducing the net cost to the City of acquiring the replacement equipment; and

WHEREAS, Madison Fire has verified that the LIFEPAK 35 devices are not available for purchase on the state's purchasing program and that no bid that has been awarded by the State of Alabama; and

WHEREAS, Madison Fire has also verified that Stryker is an authorized dealer for said equipment and is a participating vendor with Sourcewell holding a valid Alabama business license; and

WHEREAS, the City desires to declare its six (6) LIFEPAK 15 devices as surplus property and to trade in said devices to Stryker for credit toward the purchase of six (6) LIFEPAK 35 devices, with the remaining balance of the purchase price to be paid using Alabama Opioid Settlement Funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that Madison Fire's six (6) LIFEPAK 15 devices, further described in Exhibit A attached hereto, are no longer needed for public or municipal purposes and that the same are due to be, and hereby are, declared surplus, that the Mayor and City Clerk be, and they hereby are, authorized and directed to dispose of such personal property by trading the same to Sourcewell vendor Stryker Sales, LLC, for a credit toward the purchase of six (6) LIFEPAK 35 devices as described above, that such property shall be traded and conveyed as-is, where-is, with no warranties of any kind whatsoever, and that the Mayor and City Clerk are hereby authorized and directed to execute any documentation necessary to effectuate the trade and transfer of such personal property.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to purchase six (6) LIFEPAK 35 devices and accessories from Stryker in accordance with quote number 11138121 and Sourcewell contract number 041823-STY, which is attached hereto as Exhibit B, subject to compliance with all rules and regulations set forth by EOPA regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment in the amount of Three Hundred Thousand Two Hundred Eighty-Four Dollars and Ninety-One Cents ($300,284.91) using the City's portion of Alabama Opioid Settlement Funds in accordance with the terms and conditions provided in Exhibit B.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07283
(Existing Assets Number)

Section 2

Date: 09/10/2026 Department: Fire

Item Description: LifePak 15 Cardiac Monitor

Serial/Model #: 48011306 New: [ ] Used: [✓]

Location: Engine 1 Vendor Name: Stryker

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

Date Item Acquired: 2009 Cost or Donated Value: _____

Enhancements: _____

We are trading these in for new LP 35 monitors.

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.

Brandy Williams
Signature: (Department Head or Designee)

09/10/2026
Date:

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

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

_____

_____ Date: _____

_____
Signature, City Clerk-Treasurer

_____
Date

COMMENTS: _____

COPY: Requesting Dept. [ ] Finance Dept. [ ]

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07284
(Existing Assets Number)

Section 2

Date: 09/10/2026 Department: Fire

Item Description: LifePak 15 Cardiac Monitor

Serial/Model #: 48013354 New: [ ] Used: [✓]

Location: Squad 2 Vendor Name: Stryker

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

Date Item Acquired: 2009 Cost or Donated Value: _____

Enhancements: _____

We are trading this in for a new LP 35

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.

Branch Willis
Signature: (Department Head or Designee)

09/10/2026
Date:

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

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. [ ] Finance Dept. [ ]

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07282
(Existing Assets Number)

Section 2

Date: 09/10/2026 Department: Fire

Item Description: LifePak 15 Cardiac Monitor

Serial/Model #: 48011056 New: [ ] Used: [✓]

Location: E-4 Vendor Name: Stryker

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

Date Item Acquired: 2009 Cost or Donated Value: _____

Enhancements: _____

We are trading it in for a new LP 35

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.

Brandy Willis
Signature: (Department Head or Designee)

09/10/2026
Date:

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

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

_____

_____ Date: _____

_____ _____
Signature, City Clerk-Treasurer Date

COMMENTS: _____

COPY: Requesting Dept. [ ] Finance Dept. [ ]

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07285
(Existing Assets Number)

Section 2

Date: 09/10/2026 **Department:** Fire

Item Description: LifePak 15 Cardiac Monitor

Serial/Model #: 48011049 **New:** ☐ **Used:** ☑

Location: S-3 **Vendor Name:** Stryker

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

Date Item Acquired: 2009 **Cost or Donated Value:** _____

Enhancements: _____

We are trading it in for a new LP 35

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.

Brandy Willis
Signature: (Department Head or Designee)

09/10/2026
Date:

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

Section 3

DISPOSITION METHOD: **Surplus Sale:** _____ **Other:** _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ **Date:** _____

Minutes #: _____

SOLD TO: **Proceeds:** _____

Address: _____

_____

_____ **Date:** _____

_____
Signature, City Clerk-Treasurer

_____
Date

COMMENTS: _____

COPY: **Requesting Dept.** ☐ **Finance Dept.** ☐

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07281
(Existing Assets Number)

Section 2

Date: 09/10/2026 Department: Fire

Item Description: LifePak 15 Cardiac Monitor

Serial/Model #: 48011186 New: [ ] Used: [✓]

Location: E-2 Vendor Name: Stryker

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

Date Item Acquired: 2009 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.

Brandy Willis
Signature: (Department Head or Designee)

09/10/2026
Date:

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

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer Date

COMMENTS: _____

COPY: Requesting Dept. [ ] Finance Dept. [ ]

Revised 6/25/2007

City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 07
(Existing Assets Number)

Section 2

Date: 09/10/2026 Department: Fire

Item Description: LifePak 15 Cardiac Monitor

Serial/Model #: 50669981 New: [ ] Used: [✓]

Location: E-3 Vendor Name: Stryker

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

Date Item Acquired: 2009 Cost or Donated Value: _____

Enhancements: _____

We are trading this in on a new LP 35

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.

Brandy Williams
Signature: (Department Head or Designee)

09/10/2026
Date:

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

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. [ ] Finance Dept. [ ]

Revised 6/25/2007

stryker

Madison fire Lifepak 35 quote Sourcewell #041823

Quote Number:	11138121	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	MADISON FIRE AND RESCUE	Rep:	Tyler Sanders
	Attn:	Email:	tyler.sanders@stryker.com
		Phone Number:	

Quote Date:	08/18/2026
Expiration Date:	11/16/2026
Contract Start:	08/18/2026
Contract End:	08/18/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MADISON FIRE AND RESCUE	Name:	MADISON FIRE AND RESCUE	Name:	MADISON MUNICIPAL COMPLEX
Account #:	20149495	Account #:	20149495	Account #:	20149527
Address:	101 MILL RD	Address:	101 MILL RD	Address:	100 HUGHES RD
	MADISON		MADISON		MADISON
	Alabama 35758-1039		Alabama 35758-1039		Alabama 35758-1110

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	6	$50,294.90	$301,769.40
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	6	$624.00	$3,744.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	3	$1,872.00	$5,616.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	3	$67.80	$203.40
5.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	6	$601.25	$3,607.50
6.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	6	$661.70	$3,970.20
7.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	6	$21.45	$128.70
8.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	6	$24.05	$144.30
9.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	6	$35.20	$211.20
10.0	11335-000005	LIFEPAK Printer Kit	6	$2,028.00	$12,168.00
11.0	11240-000032	Printer Paper, 100 mm (2 per box)	6	$20.80	$124.80
12.0	11335-000008	LIFEPAK 35 Storage Bag Kit	6	$405.60	$2,433.60
13.0	11260-000073	Shoulder Strap	6	$50.70	$304.20
14.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	6	$81.25	$487.50
			Equipment Total:		$334,912.80

PENDING APPROVAL

stryker

Madison fire Lifepak 35 quote Sourcewell #041823

Quote Number:	11138121	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	MADISON FIRE AND RESCUE	Rep:	Tyler Sanders
	Attn:	Email:	tyler.sanders@stryker.com
		Phone Number:	

Quote Date:	08/18/2026
Expiration Date:	11/16/2026
Contract Start:	08/18/2026
Contract End:	08/18/2026

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15L-LP35	TRADE IN LP15 V4 LOW FOR LP35	6	-$8,000.00	-$48,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
15.0	11150-000020	LIFEPAK Cellular Modem, North America	6	$1,326.00	$7,956.00
			Data Solutions Total:		$7,956.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$5,416.11
Grand Total:	$300,284.91

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

stryker

Madison fire Lifepak 35 quote Sourcewell #041823

Quote Number:	11138121	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	MADISON FIRE AND RESCUE	Rep:	Tyler Sanders
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		Phone Number:	

Quote Date:	08/18/2026
Expiration Date:	11/16/2026
Contract Start:	08/18/2026
Contract End:	08/18/2026

PENDING APPROVAL

Sourcewell

Solicitation Number: 041823

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division, 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Critical Care and EMS Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMTED TO, AND FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcewell and Supplier.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities , including their agents and employees, harmless from any third-party claims or causes of action incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in the United States only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:
   i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
   ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
   iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
   iv. Award announcement emails; and
   v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*
   a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all

marketing and promotional materials, including signage, provided by the other party or dispose of it according to requesting party's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the term of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with the following required coverage and limits of insurance:

1. *Workers’ Compensation and Employer’s Liability.*
Workers’ Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in the required amounts listed below:

Required limits:
$2,000,000 each accident for bodily injury by accident
$2,000,000 policy limit for bodily injury by disease

$2,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Required Limits:
$3,000,000 each occurrence Bodily Injury and Property Damage
$2,000,000 Personal and Advertising Injury
$4,000,000 aggregate for products liability-completed operations
$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Required Limits:
$3,000,000 each accident, combined single limit

4. *Umbrella Insurance*.

Intentionally omitted

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's network security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Required limits:
$2,000,000 per occurrence or claim
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be issued by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to vicarious liability of Sourcewell and/or its Participating Entities which may arise out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that except with respect to any claim or loss that arise from the negligence or willful misconduct of Sourcewell and/or its Participating Entities, the commercial general liability insurance coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation and employer's liability and commercial automobile liability insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to such insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTIONINTENTIONALLY OMITTED.

F. SELF-INSURANCE. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Supplier shall be permitted to comply with these insurance requirements through a program of self-insurance

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

This Agreement is the entire, final, complete, and fully integrated agreement between Sourcewell **and** Supplier for the benefit of any Participating Entity with respect to the subject matter hereof and supersedes any prior agreements or communications between the parties, whether written, oral, electronic or otherwise.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/14/2023 | 4:41 PM CDT

Stryker Sales, LLC, through its Medical Division

By: DocuSigned by: Anne Mullally 6CE0778B706449D...

Anne Mullally

Title: Vice President and General Manager

Date: 9/15/2023 | 6:56 AM PDT

Approved:

By: DocuSigned by: Chad Coauette 48BAF71B0894454...

Chad Coauette

Title: Executive Director/CEO

Date: 9/15/2023 | 8:58 AM CDT

Exhibit A

Stryker Trademark Usage

stryker

Logo position, spacing and size

Position

- Stryker logo must appear prominent and not compete with word marks, surrounding text, images or other visual elements.
- Our preferred logo placement is horizontal; however, Sourcewell can position Stryker logo vertically.
- When horizontally positioned, place Stryker logo in either the top left or top right corner of the layout.
- When horizontally positioned, Stryker prefers Sourcewell places Stryker logo above all other text and in a position that doesn't appear aligned with any visual elements other than a color field and/or dimensional frame.
- When vertically positioned, Stryker logo must be the most dominant element on the layout (for example, up the side of a trade show banner).
- Avoid overuse of Stryker logo by using only one logo per layout and refrain from using our logo multiple times across a multi-page document.
- Stryker logo must appear on the first page or section of a document.

Clear space

- Provide clear space around our logo to clearly identify it as our master brand.
- The diagram below demonstrates the minimum space required; clear space is equal to 1.5 times the height of our logo.

Minimum size

- When using Stryker logo, maintain a minimum size of 1" (25.4mm) in print applications to maintain brand presence.
- The goal is to maximize the size of Stryker logo in proportion to the size of the layout.

Clear space

stryker

1" (25.4mm)

Minimum size

Do not:

- use any color except black for Stryker logo.
- use Stryker logo with a registration mark (®).
- show Stryker logo upside down or reflected.
- angle or tilt except at a 90° angle.
- violate clear space in any way.
- show Stryker logo at minimum size in a large-scale layout.
- show Stryker logo oversized on a layout relative to the scale of the other visual elements.
- use Stryker logo with other text; instead, spell out "Stryker" or "Stryker's" when using Stryker name.
- translate Stryker logo; however, Sourcewell can translate our Stryker in text.
- include Stryker logo as part of another trademark or service mark.
- alter any part of Stryker logo.
- skew or distort Stryker logo.
- animate Stryker logo; except in videos.
- add a line above or below Stryker logo.
- crop Stryker logo.
- use Stryker logo at a low resolution.
- use Stryker logo vertically with text that has more dominance.
- add shadows or shading.
- add a border.
- use an outline.
- use on unapproved background colors.
- place in a shape (for example, a circle or triangle) unless placed on a square or rectangular.
- place business, function, region, service names or word marks on the same line as Stryker logo.

RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name:	Stryker Sales, LLC
Does your company conduct business under any other name? If yes, please state:	Howmedica Osteonics Corp
Address:	2825 Airview Blvd. Kalamazoo, MI 49002
Contact:	Ted Harris
Email:	ted.harris@stryker.com
Phone:	615-512-4890
HST#:	38-2902424

Submission Details

Created On:	Monday March 06, 2023 16:19:47
Submitted On:	Friday April 14, 2023 13:58:59
Submitted By:	Bobby Flanagan
Email:	Robert.Flanagan@stryker.com
Transaction #:	34aa1fbb-1f4f-420c-825f-d4a930e802a5
Submitter's IP Address:	64.208.103.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Sales, LLC, through its Medical Division	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Sales, LLC, through its Medical Division	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	75AF1, [No CAGE code for SYK SALES CORP; All Govt Contracts through SYK Corp]	*
5	Proposer Physical Address:	11811 Willows Road NE Redmond, WA, 98052	*
6	Proposer website address (or addresses):	https://www.stryker.com/us/en/emergency-care.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jennifer Collins Manager, Strategic Pricing and Contracts Tel: 425 867 4685 Email: jennifer.collins@stryker.com Address: 11811 Willows Road NE Redmond, WA, 98052	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Harris, Manager, Strategic Accounts Tel: 615 512 4890 Email: ted.harris@stryker.com Address: 11811 Willows Rd. NE, Redmond, WA 98052	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Wang, Associate Manager, Bids & Proposals Tel: 425-867-4216 Email: maggie.wang1@stryker.com Address: 11811 Willow Rd NE, Redmond, WA 98052	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	About Stryker Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services. We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-ofhospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide. Global Presence Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 700 of these team members are based in Redmond, WA. Vision and Mission We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations. We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care. Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it. MISSION: Together with our customers, we make healthcare better.	*
11	What are your company's expectations in the event of an award?	If Stryker is the winner, Stryker will negotiate in good faith mutually benefitial terms following award issuance.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stryker Corporation Annual Report has been uploaded to the attachment section. Stryker Sales, LLC, through its Medical Division is a wholly owned affilate of Stryker Corporation.	*
13	What is your US market share for the solutions that you are proposing?	In 2022, our prehospital business captured 69% of market share. We are unique in that we have solutions that equip the back of the ambulance with everything from monitor/defibrillaotrs, to cots and fasteners, to data solutions, and beyond. We are unmatched when it comes to the breadth of products and service that we can provide our customers. Our flagship product lines have captured majority market share in their respective categories as described below: • LIFEPAK 15 (monitor/defibrillators in pre-hospital): 55% • LIFEPAK CR2, HeartSine (AEDs in pre-hospital and public access): 30% • Transport equipment (cots, fasteners, chairs in prehospital): 94% • LUCAS 3 (mechanical chest compression systems in pre-hospital): 80%	*
14	What is your Canadian market share for the solutions that you are proposing?	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corperation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third party like distributor/dealer/reseller will be involved.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products. Our field service team uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Please refers to Section 6 of the pdf. proposal for relevant sole source certificatations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or Debarment applies to Stryker.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	At Stryker, we owe our achievements to our dedicated employees. Below are some recent honors we've received for our business results, workplace culture and philanthropic activities: • 2022 Best Workplaces for Millennials: : Great Places to Work • 2022 Best Workplaces in Manufacturing and Production: : Great Places to Work • 2022 100 Best Companies to Work For: : Great Places to Work • 2022 Best Workplaces Canada: Great Places to Work • 2022 World's Best Workplaces: Great Places to Work • 2022 Don Clifton Strengths-Based Culture Award • 2022 Best Places to Work for LGBTQ+ Equality: 100% Corporate Equality Index • 2021 Military Friendly Employer: Silver • 2021 Reader's Choice A Top 50 Employer: Woman Engineer Magazine • 2021 Reader's Choice A Top 50 Employer: Minority Engineer Magazine • 2022 Companies that Care: People Magazine • 2021 Change the Future: Fortune Please see a full list of company awards at this link: www.stryker.com/us/en/about/awards/awards.html	*
20	What percentage of your sales are to the governmental sector in the past three years	75-80%	*
21	What percentage of your sales are to the education sector in the past three years	2-3%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO (No Transport on Contract) 2020:$15.3M, 2021: $15.4M, 2022: $15.9M Savvik(Treatment and Transport) 2020: $5.3M 2021: $14.2M 2022: $16.5M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract: Federal Supply Schedule (FSS) 2020: $61.6M 2021: $66.8M 2022: $51M SOSA Contract: none	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mount Vernon Fire Dept.	Deborah Norman	(914)490-0131 Email: dnorman@cmvny.com	*
Sable Altura Fire Dept.	Chief Rich Solomon	(303)364-7187 Email: Solomon.Rich@sablealturafire.org	*
Akron Fire and EMS	Chief Chris Karakis	(330)903-1101 (mobile)	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NEW YORK CITY FIRE DEPT AND MED EQUIP	Government	New York - NY	FDNY replaced their Philips defibrillators with LIFEPAK 15s and LIFEPAK CR2s, and replaced Ferno cots with Stryker power stretchers and loading systems.	$35,697	$39,767,262	*
NEW YORK CITY OFFICE OF EMER AND MGMT	Government	New York - NY	Purchased LIFEPAK 15 defibrillator/monitors to combat the pandemic.	$4,707,735	$23,538,676	*
MIAMI DADE FIRE RESCUE	Government	Florida - FL	Miami Dade replaced 99 LIFEPAK 15 defibrillators in 2021, and replaced 72 power cots in 2022. They purchased 125 LIFEPAK CR2 AEDs in 2022 and added 20 Lucas 3 chest compression devices to their fleet. Miami Dade airport purchased 40 CR2 AEDs, and Miami Dade Fleet Management purchased 50 CR2 AEDs.	$4,365	$7,468,898	*
ESCAMBIA COUNTY EMS	Government	Florida - FL	Escambia County purchased 50+ LIFEPAK 15 defibrillator/monitors, 37 Power Pro XT cots, 140 CR2 AEDs, 50 Lucas chest compression devices, and ProCare service plans for all of the above.	$51,124	$7,464,160	*
SOUTH DAKOTA DEPT OF HEALTH	Government	South Dakota - SD	SD Statewide LIFEPAK standardization project	$182,532	$7,118,773	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Stryker Emergency Care is committed to providing unmatched professional support through our Sales and Field Service Representatives who are strategically located throughout the U.S. to make us a customer centered organization. Our pre-hospital account manager team is the largest in comparison to our competitors with 291 Emergency Care account managers supporting customer needs. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sales.	*
27	Dealer network or other distribution methods.	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. No dealer or distributor will be involved.	*
28	Service force.	Stryker has made in our Field Service team that provides on-site product maintenance and repair. This team consists of 310 ProCare technicians nationwide and allows us to take the approach of conducting necessary equipment repairs at your location versus requiring you to ship devices in and wait for replacement units. Repairs by the numbers Enhance equipment life: Of those surveyed, 85 percent of EMS customers reported the life of their equipment has been extended because of ProCare Services. Equipment experts: ProCare technicians receive over 200 hours of equipment training, and have an average tenure of 12 years with Stryker. Proactive approach:In 2019, ProCare Services did preventive maintenance inspections on over 83,450 pieces of EMS equipment. Increased efficiency: 86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services. The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If ordering Capital Goods 1. Customer calls(phone at 800 327 0770 option 1) or emails our Customer Service Team to get the contact information of the account manager for their region. 2. Customer reaches out to Account Manager letting them know what is needed. 3. Account Manager creates quote for items. 4. Customer creates PO meeting all requirements based on the quote. 5. PO is submitted back to the Account Manager 6. Account Manager submits order and confirms with customer. If ordering parts, accessories or disposables: 1. Customer can call or email our Customer Service Team for a price quote. 2. PO meeting all requirements is created by customer based on pricing quote. 3. PO emailed in to medicalcustomerservice@stryker.com 4. Customer Service Team would process and send confirmation. If ordering services: Stryker won't be using any distributors / subcontracts for ProCare Contract execution. All work will be done locally or in our factory depot by Stryker employees. Stryker provides copies of work orders describing all work performed, parts used and labor time involved with the repair. Customers can also access on our online ProCare portal should they choose to do so.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stryker ProCare is the largest on-site OEM team in the pre-hospital space for maintaining, repairing, and serving customers equipment needs in North America. Our competitive difference is that we provide people who handle all device needs at your facilities versus being required to organize, track, box, and ship devices back to corporate headquarters for maintenance and repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Stryker is able to provide products and accessories to entities where 3rd party carrier can reach in US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Not applicable	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker is able to serve through the proposed contract throughout the whole US.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There's no additional requirements or restrictions to entities in Hawaii and Alaska. As there is no local Hawaii stock available for these Stryker items and these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Co-op contracts are vital components of Stryker Emergency Care's marketing and sales strategy. The Sourcewell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of over 200 representative. For external marketing efforts, we keep a large library of product resources online for customers to easily access: www.stryker.com/us/en/emergency-care/product-resources.html Additionally, we share a library of videos featuring product in-service instructions, best practice tips, survivor stores, and more all available online: www.stryker.com/us/en/emergency-care/news and www.youtube.com/@StrykerEMS1 Please download this file to see a sample of our marketing collateral: https://we.tl/t-4vJsEZkENy	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stryker uses a host of digital marketing efforts to promote our mission of Together, we save lives. We are active on Facebook, LinkedIn and Twitter and use these platforms to connect with our customers and share valuable information regarding our product and educational offerings. We actively optimize our web properties through SEO monitoring and metadata/alt tag updates to provide the most up-to-date information as well as increase our visibility in online searches on both Google and Bing. We also work on improving our website CX to bring the best web experience possible to our customers and prospects. Our digital advertising focuses on connecting our prospective customers with sales reps in an efficient manner that drives quick and meaningful connections to build long lasting relationships built on trust and performance.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Stryker will expect Sourcewell to promote the value and benefits of co-op contracting and what differentiates Sourcewell from other contracting entities in the EMS market. More specifically, we would like for Sourcewell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field represantives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team. We are always open do joint promotions and other marketing efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Purchasing agents – Must be approved & registered as user. 2. Documentation – Order confirmation and order status change confirmation 3. History – Order details, purchasing details, shipping status. 4. Pricing – customer contract pricing loaded for all eligible items, list price vs contract pricing views. 5. Payment options – Purchase orders, credit cards (Visa, MC, Amex). 6. Subscription re-ordering 7. Favorites list. 9. Returns – Form to initiate returns. 10. Support – Telephone & email available. 11. Notifications – Email notifications when out of stock items are back in stock. 12. Security – Meets PCI Data security standards. Please visit our store at https://stryker-corporation-emergency-care.mybigcommerce.com/. Preview code: f6lxvznnsf is needed to access the website. Government customers often use these web sources to purchase products: GSA eBuy and ECAT (Electronic Catalog).	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As one of the world's leading medical technology companies, we are driven to make healthcare better by creating innovative products and services that improve patient outcomes. To deliver the full potential of these innovations, customers must be trained on their safe and effective use. We support care team member learning in many parts of the world through a full range of virtual trainings on our MedEd portal, including trainings delivered in virtual reality. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources. In addition, training is included with equipment purchase. With over 291 Emergency Care account managers, 310 field service representatives, 15 field clinical specialists, we ensure every customer has access to personalized, hands-on training across the communities we serve.	*
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15, the only monitor on market with ability to deliver over 200J Energyseries, offers 360J Biphasic Energy (Stryker Exclusive)	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We are committed to reducing our environmental impact on the world through responsible, sustainable operations. In 2022, we reduced carbon emissions by 20 percent for all Stryker facilities compared to a 2019 baseline. We have made a commitment to becoming carbon neutral for all Stryker facilities by 2030 and powering 100 percent renewable electricity by 2027. The local Stryker Environmental Alliance chapters identify environmental opportunities at each site. Stryker is also proactively working to reduce both what we use and what we leave behind. We're tracking our progress and installing global reporting systems, setting goals for manufacturing and looking at our use of resources across the business. We're also partnering with our customers to reduce what is left behind in landfill waste and grow resources that will help the planet, like national forests. Stryker has also made a committment to be Carbon neutral for all facilities by 2030 - https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Stryker is committed to achieving excellence as an environmental steward by conserving natural resources, promoting energy efficiency and eliminating waste. Our goal is to divert the highest possible amount of materials from the landfill through recycling. We strive to meet or exceed all relevant laws, regulations and other environmental legislation which are applicable to our business like e-waste and universal waste. Physio-Control strives to address chemicals of concern, and is RoHS, WEEE and battery directive compliant and conducts bio-compatibility testing on targeted materials. For additional information, please refer to: Corporate Responsibility: https://www.stryker.com/us/en/about/corporate-responsibility.html Stryker Recycling: https://www.strykeremergencycare.com/recycling/	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Stryker Corporation does not hold any of the referenced certifications but we are committed to partnering with and providing opportunities for suppliers that do (http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm). Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts. In 2022, Stryker's North American spend was over $300M with diverse-owned businesses and over $890M with small businesses. Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB). Stryker Supplier Diversity We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment. Examples include: • Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women • Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise • Stryker's Allies for Equality (SAFE): championing LGBTA authenticity at work • Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees • Stryker's Emerging Professionals (SEP): engaging and inspiring the next generation • SOMOS Hispanic/Latinx network: celebrating diversity while advocating for the Hispanic/Latinx community • Stryker's Veterans Association (SVA): supporting, recruiting, developing, and retaining veteran employees while giving back to our military communities • Allies for All Abilities (3A): positively changing the lives of employees, families, and communities with visible and invisible disabilities • Asian Community Empowerment (ACE): promoting Asian cultural diversity and professional development Stryker Employee Resource Groups	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What can you expect from a partnership with Stryker: • Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance. • Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most. • Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement. • Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement. • Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs. • Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing. What you can expect from our products: • Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to raishing, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker's powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems. • LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtC02, Sp02, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes. • LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport. • McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope. • LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency. • CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency. • ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Please refer to Stryker Limited Warranty for details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, if the product is modified or used in a way that is not part of the instructions for use, it may affect warranty coverage. Reference the Operations and Maintenance manuals for proper usage. Please visit this link to see a detailed warranty description of Stryker's Emergency Care products: https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No for US. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker is the original equipment manufacturer and will be the only factory authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs. No items made by other manufacturers will be offered in this proposal.	*
51	What are your proposed exchange and return programs and policies?	If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product. Stryker will provide an RMA and accept the return of any product under any of the following circumstances: a) Stryker shipped the product in error; b) Customer received the product after the product's expiration date; c) Customer received the product in a damaged condition; d) The product is recalled and must be removed from the market; or e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply). Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation for Joint Commission, DNV, CMS, Dedicated service representative. (Service flyer included with bid proposal)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products. Ask your Sales Representatives for assistance in finding the financial solution that best fits your needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of Work orders have been uploaded to the required section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ACH is our preferred payment method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: - Cost of goods/manufacture - Customer's willingness to pay - Competitive/market pressure Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf proposal or separate pricelist for details.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	No special discounts or rebate programs will be offered. Products or services will be sold at the discount level as advised in the pdf price list.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	All products or services are quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through https://www.stryker.com/us/en/emergency-care/contact.html for advice.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable. No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges depend on the method of shipping customer chooses and the total dollar amount of the order. Freight value will be advised at check out, prepaid and added to the invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As there is no local Hawaii or Alaska stock available for these Stryker items, these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for freight, shipping and delivery terms	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Stryker is aware that the pricing proposed here may vary from other publicly available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments. The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Stryker employs a contract coordinator position tasked with post-award management of contract requirements, including sales reporting and sales administration fees.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal that is uploaded to the portal.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All prducts and services is included in the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Cardiac monitors, defibrillators	(•) Yes ( ) No	LIFEPAK 15	*
72	Automated External Defibrillator (AED) used by emergency responders	(•) Yes ( ) No	LIFEPAK CR2, LIFEPAK 1000 HearSine	*
73	CPR Assist Devices	(•) Yes ( ) No	LUCAS 3	*
74	Patient movement devices and systems	(•) Yes ( ) No	Stryker transport products	
75	Critical Care assist equipment such as IV pumps, ventilation equipment	( ) Yes (•) No		
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	( ) Yes (•) No		
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	( ) Yes (•) No		
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	( ) Yes (•) No		
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	(•) Yes ( ) No	Yes	*

80	Services and accessories complementary to the above offerings 71 – 79 including training, installation, testing, maintenance, and warranty programs	(•) Yes ( ) No	Stryker offers an e-procurement website where customers may directly purchase accessories and disposables. To order 24/7 at our store at https://shop.stryker.com/. All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources, or contact your Account Manager for specific needs. Each sold equipment includes installation guide. Call Stryker service at 1-800-327-0770 if you need help after installation. Stryker offers Limited Warranty at no charge as stated in Section 4 of the pdf. proposal. Additional year of coverage provided via ProCare Service is optional and the cost is included in this quote. Packages are available for all emergency equipment including cots, chairs, fasteners, chest compression systems, defibrillators and monitors. Contact your account manager or visit stryker.com/procare to learn more about our comprehensive service plans.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Stryker Sourcewell Price File FINAL.pdf - Friday April 14, 2023 13:37:10
- Financial Strength and Stability - 2023. 02 Stryker SEC Report.pdf - Wednesday April 05, 2023 00:06:58
- Marketing Plan/Samples - Samples of Marketing Materials (1).zip - Wednesday April 05, 2023 00:23:25
- WMBE/MBE/SBE or Related Certificates - stryker-2022-comprehensive-report.pdf - Tuesday April 11, 2023 20:00:40
- Warranty Information - 2023.02 Stryker Emergency Care Warranty.pdf - Tuesday March 21, 2023 16:02:35
- Standard Transaction Document Samples - Stryker Sample--Work Order Service Report_Redacted.pdf - Tuesday April 11, 2023 20:09:02
- Upload Additional Document - 2023. 04 Sourcewell EMS Equipment RFP Proposal _Stryker.pdf - Friday April 14, 2023 13:41:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maggie Wang, Associate Manager, Bids & Proposals, Stryker Sales, LLC, through its Medical Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	☑	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	☑	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	☑	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	☑	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	☑	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	☑	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	☑	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	☑	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	☑	1

RESOLUTION NO. 2026-341-R

A RESOLUTION ACCEPTING A QUOTATION FROM PC SOLUTIONS & INTEGRATION FOR HPE NETWORKING SWITCHES

WHEREAS, the Information Technology Department has requested the purchase of twelve HPE Aruba networking switches; and

WHEREAS, goods and services may be purchased from vendors that have been awarded a current and valid contract with the U.S. General Services Administration ("GSA"), according to §41-16-51 of the Code of Alabama; and

WHEREAS, the Information Technology Department has verified that PC Solutions & Integration is an authorized dealer for the HPE Aruba networking switches and is a participating GSA vendor;

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 twelve HPE Aruba networking switches, 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 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 PC Solutions & Integration in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

Main: 305-667-0633

Email: scochran@pcsusa.net

Web: www.pcsusa.net

Simplify with Technology

We have prepared a quote for you

City of Madison - 12 6200M (No Central)

Quote # 020921
Version 1

Prepared for:

City of Madison - AL

Prepared by:

PC Solutions & Integration

Main: 305-667-0633

Email: scochran@pcsusa.net

Web: www.pcsusa.net

City of Madison - 12 6200M (No Central)

Quote Information:

Quote #: 020921

Version: 1
Quote Date: 08/27/2026
Expiration Date: 09/26/2026

Prepared for:

City of Madison - AL

100 Hughes Road
Madison, AL 35758
Chris White
(256) 464-8432
chris.white@madisonal.gov

Prepared by:

PC Solutions & Integration

Stephen Cochran
6014082945
Fax 305-667-0618
scochran@pcsusa.net

Products

Line #	Part #	Product Description	Price	Qty	Ext. Price
1	R8Q70A	HPE 6200M 48G Class4 PoE 4SFP+ Switch - 48 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 3 Layer Supported - Modular - 76 W Power Consumption - 1440 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Rac	$5,749.65	12	$68,995.80
2	JL086A#ABA	HPE Aruba X372 54VDC 680W 100-240VAC Power Supply - 120 V AC, 230 V AC	$449.69	24	$10,792.56
GSA HPE Contract: GS-35F-025DA				Subtotal:	**$79,788.36**

Quote Summary

Description	Amount
Products	$79,788.36
Total:	$79,788.36

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

PC Solutions & Integration

RESOLUTION NO. 2026-342-R

A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE CITY OF MADISON BOARD OF EDUCATION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Agreement with the City of Madison Board of Education to provide for the funding and completion of various sidewalk projects adjacent to school properties within the City, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Agreement" (MOA), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the award of any bids contemplated within the MOA or the termination of the MOA, the Mayor or her designees shall be hereby authorized for the entire term thereof to execute any and all documentation and agreements authorized in the MOA and to acquire all rights of way necessary to enforce and comply with its terms, 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 14th day of September 2026.

_____

Maura Wroblewski,
City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this 14th day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF MADISON BOARD OF EDUCATION
AND THE CITY OF MADISON, ALABAMA

This Memorandum of Agreement (hereinafter the "MOA") will serve as an agreement between the CITY OF MADISON BOARD OF EDUCATION (hereinafter, "Board") and the CITY OF MADISON, ALABAMA (hereinafter the "City"), (collectively, the "Parties") relating to the construction of sidewalk projects by the City to improve pedestrian access on and around school properties located in the City of Madison.

1.0 INTRODUCTION

The City and the Board have engaged in discussions to develop plans for improving sidewalk access to schools through construction of additional sidewalks and other intersection improvements within the City. Based on an analysis of the need for additional sidewalks and intersection improvements, the City and the Board would like to memorialize their agreement regarding the sidewalks and intersection improvements to be constructed and the appropriate cost-sharing arrangements relating to those projects.

2.0 AUTHORITY

Each of the parties to this Agreement covenants that it has full authority to enter into this MOA. The undersigned covenant that they have authority to enter into this agreement on behalf of the parties.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 City Responsibilities

A. Sidewalk Improvements. The City will undertake and complete construction of various sidewalks throughout the City to support pedestrian transportation to various Madison City Schools (the "Sidewalk Projects"). The City will provide the labor, procure the materials, and provide design and construction administration services for the construction of said sidewalks. Specifically, the City will undertake and complete construction of the Sidewalk Projects described on Exhibit A to this Agreement.

B. Easement, Right-of-Way Acquisition: The City will acquire necessary easements, or rights-of-way for the completion of the Sidewalk Projects, and construct the Sidewalk Projects in a timely and good and workmanlike manner, either by and through City staff or by and through licensed professionals and contractors selected through the City's normal procurement process.

C. Allocation of Costs: The City's costs allocated against the Board funding will consist of and be limited to the City's actual labor and material cost. The City shall

provide documentation to the Board of all expenditures made for the Sidewalk Projects upon request .

D. Timely Completion. The City will undertake to complete the Sidewalk Projects by June 30, 2029. The Parties may extend the completion date by mutual agreement, and the Board will grant extensions of time to accommodate reasonable delays that arise from adverse weather conditions that prevent construction activities. Also, the deadline shall be extended automatically to the extent that the Parties are prevented from commencing or completing any Sidewalk Projects specified in this MOA due to any of the following causes beyond their control: (1) acts of God, (2) flood, fire, or explosion, (3) war, invasion, riot or other civil unrest, (4) governmental order or law, (5) actions, embargoes, or blockades in effect on or after the date of this MOA, (6) action or inaction by any governmental authority on project approvals, (7) national or regional emergency, (8) strikes, labor stoppages or slowdowns, or other industrial disturbances, or (9) shortage of adequate power or transportation facilities.

E. Return of Unspent Board Funding. In the event that the City does not spend all Board Funding for the Sidewalk Projects within thirty six (36) months following the date that the Board transfers the funds to the City, the City shall return the unspent Board Funding to the Board, unless the parties agree to an extension of time for pending Sidewalk Projects.

3.2 Board Responsibilities

A. Contribution Toward Infrastructure: The Board will pay to the City the sum of one hundred fifty thousand dollars ($150,000) (the "Board Funding") to be applied toward the Sidewalk Projects to be completed by the City hereunder. The Board will pay the Board Funding to the City within thirty (30) days after the Board's receipt of written notice that the City is prepared, within sixty (60) days, to commence construction of the first of the Sidewalk Projects to be constructed by the City.

B. Access: To the extent that any access to Board property is required by the City in connection with the design or construction of any of the above-referenced sidewalk or public infrastructure improvements, the Board hereby authorizes and extends consent for ingress-egress to Board property, and where applicable, authority to install referenced sidewalks on or adjacent to the Board's property, subject only to reasonable notice to the Superintendent of the date(s) and timeframe during which construction activities are projected to occur.

4.0 MISCELLANEOUS

4.1 *Notices.*

Notices under this MOA shall be sent the following addresses:

City of Madison

c/o Ranae Bartlett, Mayor
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

With a copy to:
Megan Zingarelli, City Attorney
Legal Department
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

City of Madison Board of Education
c/o Eric Terrell, Superintendent
211 Celtic Drive
Madison, AL 35758

With a copy to:
Woody Sanderson, Board Attorney
Bishop Brooks, LLC
2101 Clinton Avenue W. Suite 402
Huntsville, AL 35805

4.2 *Successors in Interest*

The provisions of this MOA shall be binding upon and inure only to the benefit of the parties to the MOA and shall not be assigned to any other party without express written approval of the other parties.

4.3 *Compliance with Government Regulations*

Each party to this MOA agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this MOA.

4.4 *Severability*

If any provision of this MOA is declared by a court having jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOA did not contain the particular provision held to be invalid.

4.6 *Amendments*

The terms and conditions of this MOA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

4.7 *Governing Law and Dispute Resolution*

This MOA shall be governed by and construed in accordance with the laws of the State of Alabama.

The parties shall endeavor to resolve any dispute arising out of or relating to this MOA by mediation under the Alabama Civil Mediation Rules. Unless the parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster.

Any controversy or claim arising out of or relating to this MOA or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

Dated this _____ day of _____2026.

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Ranae Bartlett, Mayor

_____
Lisa D. Thomas,
City Clerk Treasurer

CITY OF MADISON BOARD OF EDUCATION

By _____
Travis Cummings, President

ATTEST:

_____
Eric Terrell, Superintendent

EXHIBIT A

The following sidewalks are included within the defined term "Sidewalk Projects." Each sidewalk will be poured concrete built to standards required by the City in residential areas and will be approximately five feet in width with appropriate connections to other existing sidewalks in the referenced locations, as applicable.

Projects may be constructed in any particular order. The City will consult with the Board prior to initiating construction on any listed project to discuss any preferred order in the construction of the referenced projects and to assure that there are no then-current impediments to proceeding with construction.

1. Discovery Middle School - Hughes Road from Lynwood Boulevard to Oakland Trace.

2. Liberty Middle School – Connect Equestrian Lane to the rear entry of the school.

3. Bob Jones High School - Hughes Road from Eastview Drive to Conger Road.

4. James Clemens High School – Burgreen Road from Powell Road to Hatley Lane

5. James Clemens High School – Burgreen Road at Cedar Acres Drive to the parking lot next to the baseball field, including an ADA ramp and connection to an existing sidewalk at the Burgreen-Cedar Acres Drive intersection across Burgreen from the James Clemens campus.

RESOLUTION NO. 2026-343-R

A RESOLUTION APPROVING AN APPLICATION FOR AUTHORITY TO INCORPORATE THE PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON

WHEREAS, Mr. Taron Thorpe, Mr. Scott Harbour, and Dr. Steve Sullins have filed with the City Council (the "City Council") of the City of Madison, Alabama (the "City") an application in writing signed by the said applicants for authority to incorporate under Chapter 60 of Title 11 of the Code of Alabama (1975), as amended, a public corporation (the "Board") to be known as "PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON" (a copy of which is attached hereto as Exhibit A and is incorporated herein as if set forth in full within this resolution, and which is herein referred to as the "Application"). The first project of the Board will be the acquisition of an aquatic facility and related facilities and improvements to be located in the City (the "Project"). The City will elect the directors of the Board as provided in the Application; and

WHEREAS, the City Council has ascertained and found that each of the aforesaid applicants is a natural person and is a duly qualified elector of, and a taxpayer and owner of, property in, the City; and

WHEREAS, the City Council has examined and reviewed the Application, including the proposed certificate of incorporation of the Board (the "Certificate of Incorporation") and has found that the same is regular in all respects and conforms with the requirements of the laws of the State of Alabama under which the Board is proposed to be organized, and the said City Council finds and determines that there is a public need for the proposed Project and that it is wise, expedient, necessary and advisable that the Board be formed;

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

(1) The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct;

(2) The said Application is hereby approved;

(3) It is hereby found and determined to be wise, expedient, necessary and advisable that the Board referred to in said Application be formed;

(4) The Certificate of Incorporation of the Board is hereby approved;

(5) The persons who signed and filed the said Application are hereby authorized to proceed to form the Board referred to in said Application, under the name "PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON" by executing and filing for record in the Office of the Judge of Probate of Madison County, Alabama, the Certificate of Incorporation of the Board, all in the manner provided in Section 11-60-5 of the Code of Alabama (1975), as amended; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September, 2026.

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

ATTEST:

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

APPROVED this ____ day of September, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
)
MADISON COUNTY)

CERTIFICATE OF INCORPORATION
OF
PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON

TO: THE HONORABLE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA

The undersigned, Taron Thorpe, Scott Harbour, and Dr. Steve Sullins, each of whom is over the age of nineteen (19) years, desiring to organize a body corporate under the provisions of Chapter 60 of Title 11 of the Code of Alabama (1975), as amended (the "Enabling Law"), and being all of the incorporators of the board hereby organized (the "Board"), do make, sign and file this certificate of incorporation (the "Certificate of Incorporation") as follows:

(1) The names and residence addresses of the incorporators are as follows:

Taron Thorpe
146 Lansdowne Drive
Madison, AL 35758

Dr. Steve Sullins
109 Southern Point Drive
Madison, AL 35758

Scott Harbour
118 Bellingham Drive
Madison, AL 35758

Each of the aforesaid incorporators is a duly qualified elector of, and taxpayer and owner of property in, the City of Madison, Alabama (the "City").

(2) The duration of the corporate existence of the Board shall be perpetual, unless it shall be dissolved by proceedings taken pursuant to Section 11-60-15 of the Enabling Law.

(3) Permission to organize the Board has been granted by an authorizing resolution duly adopted by the governing body of the City on September 14, 2026. The application filed with the City Council of the City for authorization to form the Board in accordance with Section 11-60-3 of the Enabling Law was identical to the copy thereof attached hereto as Exhibit A. A certified copy of the authorizing resolution of the City is attached hereto as Exhibit B.

(4) The name of the Board is and shall be: "Public Park and Recreation Board of the City of Madison." Attached hereto as Exhibit C is a certificate of the Secretary of State certifying that the name proposed for the Board is not identical to that of any other corporation organized under the laws of the State of Alabama or so nearly similar thereto as to lead to confusion and uncertainty.

(5) The principal office of the Board shall be located at 100 Hughes Rd., c/o City Attorney, Madison, AL 35758, which is located within the corporate limits of the City.

(6) The initial project to be acquired by the Board is an aquatic facility and related facilities and improvements (the "Project"). The Project is to be located within the corporate limits of the City. The Project is the same project set forth in the application filed with the City Council of the City for authorization to form the Board (a copy of which is attached hereto as Exhibit A).

(7) The Board shall have all powers granted to corporations of like nature by the Enabling Law, and any amendment thereof heretofore or hereafter made, and all other powers conferred upon like corporations generally by the laws of the State of Alabama not in conflict with the Enabling Law.

(8) The Board of Directors of the Board shall consist of three (3) directors, all of which shall be elected by the City Council of the City. The initial directors, as elected by the City Council, and the ending dates of their terms of office shall be as follows:

Director and Address	Term of office ending:
Scott Harbour 118 Bellingham Drive Madison, Alabama 35758	at 12:01 A.M. on the second anniversary date of the filing for record of this certificate of incorporation
Dr. Steve Sullins 109 Southern Point Drive Madison, Alabama 35758	at 12:01 A.M. on the fourth anniversary date of the filing for record of this certificate of incorporation
Taron Thorpe 146 Lansdowne Drive Madison, Alabama 35758	at 12:01 A.M. on the sixth anniversary date of the filing for record of this certificate of incorporation

Thereafter, the term of office of each director shall be six years.

(9) Upon dissolution of the District as permitted in Section 11-60-15 of the Enabling Law, title to all funds and property of the Board shall pass to and be vested in the City.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned incorporators have hereunto subscribed their signatures this 10th day of September, 2026.

Taron Thorpe

Scott Harbour

Dr. Steve Sullins

STATE OF ALABAMA)
)
MADISON COUNTY)

I, Kristen N. Bruseth, a Notary Public in and for said county in said state, hereby certify that Taron Thorpe, Scott Harbour, and Dr. Steve, whose names are signed to the foregoing Certificate of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the said Certificate of Incorporation, they executed the same voluntarily.

GIVEN under my hand and official seal of office, this 10th day of September 2026.

Kristen N Bruseth

(NOTARIAL SEAL)

Notary Public
My Commission Expires: 12-12-2029

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

Exhibit A

Application

APPLICATION FOR AUTHORITY TO INCORPORATE
A PUBLIC PARK AND RECREATION BOARD

TO: CITY COUNCIL OF THE
CITY OF MADISON, ALABAMA

We, the undersigned natural persons, each of whom is a duly qualified elector of, and taxpayer and owner of property in, the City of Madison, Alabama (herein called the "City"), do hereby file with the governing body of the City this application in writing, and do hereby make application for authority to incorporate a public corporation (the "Board") pursuant to the provisions of Chapter 60 of Title 11 of the Code of Alabama (1975), as amended. The initial project to be acquired by the Board is an aquatic facility and related facilities and improvements (the "Project"). The Project will be located in the City. The Board will be governed by a board of directors consisting of three (3) directors, which shall be elected by the City Council of the City. The principal office of the Board will be located at 100 Hughes Road, c/o City Attorney, Madison, AL 35758. Upon dissolution of the Board as permitted in Section 11-60-15 of the Code of Alabama (1975), as amended, title to all funds and property of the Board shall pass to and be vested in the City. We hereby request that this application be granted and that a proper resolution be adopted by the City Council of the City (i) finding that there is a public need for the Project and declaring that it is wise, expedient, necessary, or advisable that the above described Board be formed under the name "Public Park and Recreation Board of the City of Madison," (ii) approving the certificate of incorporation ("Certificate of Incorporation") of the Board (a copy of which is attached as Exhibit I), and (iii) authorizing the undersigned to proceed to form the Board by filing for record the Certificate of Incorporation in accordance with the provisions of Section 11-60-5 of the Code of Alabama (1975), as amended.

WITNESS our signatures this 10th day of September, 2026.

Taron Thorpe

Scott Harbour

Dr. Steve Sullins

RESOLUTION NO. 2026-344-R

A RESOLUTION APPOINTING THREE (3) DIRECTORS TO THE BOARD OF DIRECTORS OF THE PUBLIC PARK AND RECREATION BOARD OF THE CITY OF MADISON

WHEREAS, the City of Madison, Alabama (the "City"), previously adopted Resolution No. 2026-343-R, which formed the Public Park and Recreation Board of the City of Madison (the "Corporation") in accordance with Title 11, Chapter 60 of the *Code of Alabama* (1975) (the "Act"); and

WHEREAS, pursuant to Section 11-60-7 of the *Code of Alabama* (1975), the board of directors is required to be elected by the governing body of the municipality that incorporated the Corporation; and

WHEREAS, the City desires to elect directors to serve on the Board of Directors of the Public Park and Recreation Board of the City of Madison (the "Board") in accordance with ALA. CODE § 11-60-7 (1975);

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

Section 1. The following three (3) individuals, each of which is a duly qualified elector of, and taxpayer in, the City, are hereby elected as initial members of the board of directors of the Board for the term indicated:

Place	Name	Term	End
Place 1:	Scott Harbor	2 years	September 13, 2028
Place 2:	Dr. Steve Sullins	4 years	September 13, 2030
Place 3:	Taron Thorpe	6 years	September 13, 2032

Section 2. All the terms of the above appointed directors shall begin immediately upon the passage of this Resolution and shall end at 11:59 p.m. on the dates provided above.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September, 2026.

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

ATTEST:

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

APPROVED this ____ day of September, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-345-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ALDOT FOR COOPERATIVE MAINTENANCE OF PUBLIC RIGHT-OF-WAY ALONG I-565 WITH REIMBURSEMENT

BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor and City Clerk, in their respective capacities, are hereby authorized to execute and attest an "Agreement for the Cooperative Maintenance of Public Right-of-Way with Reimbursement," which is substantially similar in form, purpose, and content to the permit MB-06B form attached to this Resolution with the Alabama Department of Transportation, said document setting forth the terms and conditions under which the City of Madison may perform mowing and litter pickup operations and otherwise maintain the vegetative cover within the public right-of-way along Interstate 565, as described in the attached agreement.

READ, PASSED, and ADOPTED on this 14th day of September 2026.

_____
Maura Wroblewski
City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett
Mayor
City of Madison, Alabama

Form MB-06B
April 2024

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT

County Madison

Route Number Interstate 565 (I-565)

Milepost 8.42 to 11.54

Resolution Number 2026-345-R

Associated Permits and/or Documents City of Madison, Alabama Resolution

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: ___/___/___
PERMIT NUMBER: _____

THIS AGREEMENT, entered into this the 14th day of September, 20 26, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Madison, Alabama herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between Milepost 8.42 / Exit 8 and Milepost 11.54 / Zierdt Road (See Attachment A Blue Shaded Area). on Route I-565, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches 8 inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.

2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☑ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

14. The APPLICANT shall provide a minimum of 5 mowing cycle(s) per year, Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of $ 5,000.00 per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of $25,000.00 for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after October 1, 2026, after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 30, 2027, at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows:

ROUTE	DESCRIPTION	MP BEGIN	MPEND
I-565	From Exit 8 to Zierdt Road	8.42	11.54
	(See Attachment A Blue Shaded Area)		

16. By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties. The APPLICANT, in accordance with the status of APPLICANT as an independent contractor, covenants and agrees that the conduct of APPLICANT will be consistent with such status, that APPLICANT will neither hold APPLICANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that APPLICANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of APPLICANT.

17. The APPLICANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

18. 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.

19. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

22. For any and all other disputes arising under the terms of this contract regarding payment, APPLICANT's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

21. The term of this Agreement shall be for a period of one year, commencing on the 1st day of October, 2026, and ending on the 30th day of September, 2027.

Form MB-06B
April 2024

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 14th day of September, 20 26.

SEAL

City of Madison, Alabama
Legal Name of Applicant

ATTEST:

_____
Signature

Lisa D. Thomas
Typed or Printed Name

City Clerk-Treasurer
Title

By: _____
Authorized Signature for Applicant

Ranae Bartlett
Typed or Printed Name of Signee

Mayor
Title of Signee

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY: _____ _____ _____
Legal Counsel for Alabama Department of Transportation — Signature — Date

RECOMMENDED FOR APPROVAL:

DISTRICT: _____ _____ _____
Printed Name — Signature — Date

AREA: _____ _____ _____
Printed Name — Signature — Date

REGION: _____ _____ _____
Printed Name — Signature — Date

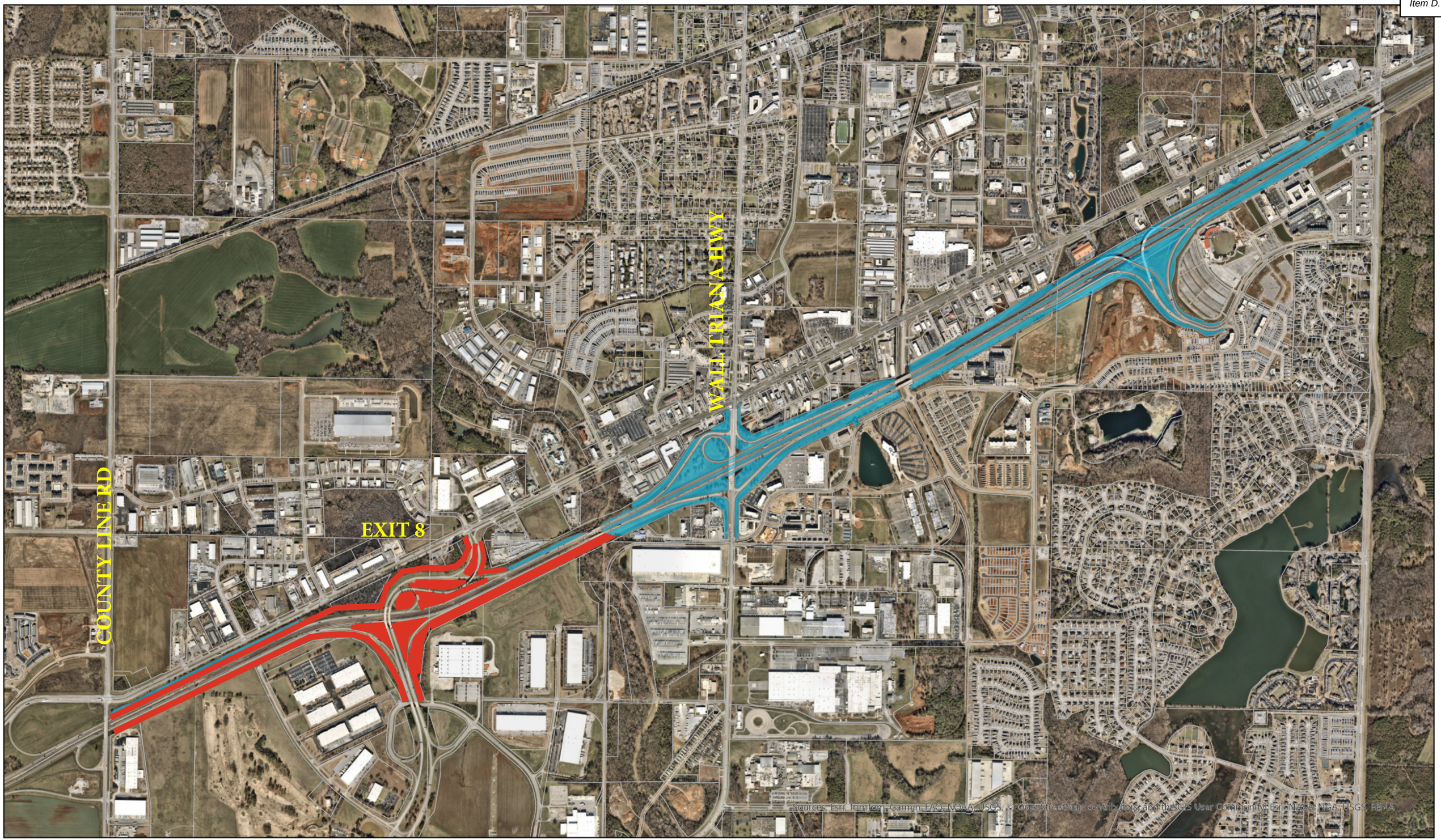
DEPUTY DIRECTOR, OPERATIONS: _____ _____ _____
Printed Name — Signature — Date

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

_____ _____
Transportation Director — Date

The forgoing agreement is hereby approved by the Governor of the State of Alabama this _____ Day of _____, 20_____.

_____
GOVERNOR OF ALABAMA



0 0.25 0.5 1 Miles

Interstate I-565 Mowing

ATTACHMENT A

N

THE CITY OF MADISON ALABAMA plant your roots

ORDINANCE NO. 2026-346

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE VI OF THE MADISON CITY CODE PERTAINING TO THE MADISON CITY DISABILITY ADVOCACY BOARD

WHEREAS, the Madison City Code provides for the existence, membership, and authority of the Madison City Disability Advocacy Board of the City of Madison ("MCDAB"); and

WHEREAS, the board of MCDAB ("Board") has recommended certain changes pertaining to the Board's composition, meeting times, and funding to its organizational ordinance to the City Council; and

WHEREAS, the City Council of the City of Madison, Alabama, has determined that the Board's proposed revisions will promote the Board's public purpose, which is to affect positive change in persons with physical or mental impairments that substantially limit one or more major life activities;

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

Section 1: That Chapter 2, Article VI, Section 2-278 entitled "Membership" is hereby repealed and replaced in its entirety as follows in order to require all Board members to be Madison residents:

> **"Sec. 2-278. Membership.**
>
> (a) The board shall be composed of nine voting members. As set forth in Table 2-278, three members of the board shall be appointed by majority vote of the city council and six members of the board shall be appointed by the mayor.
>
> (b) Except for those serving an interim term according to Table 2-278, members shall serve two-year terms.
>
> (c) All members serving as of May 1, 2014, shall be deemed to have been appointed to an interim term which shall expire according to the dates set forth in Table 2-278.
>
> (d) For any place requiring an appointment between May 1, 2014, and that place's expiration date set forth in Table 2-278, such appointment shall be made for an interim term which shall

expire according to the dates set forth in Table 2-278, even if adherence thereto results in an appointment of more than two years.

Table 2-278

Place Number	Residency Required	Appointing Authority	Interim Term Expiration
1	Yes	Mayor	12-31-14
2	Yes	Mayor	12-31-14
3	Yes	Mayor	12-31-14
4	Yes	Mayor	12-31-15
5	Yes	Council	12-31-15
6	Yes	Mayor	12-31-15
7	Yes	Council	12-31-16
8	Yes	Mayor	12-31-16
9	Yes	Council	12-31-16

(e) Upon the expiration of each of the interim terms, every appointment thereafter shall be according to the individual requirements of each place and for a term which carries an expiration date two years from the date of that place's last expiration. This shall be the appointment schedule even if adherence thereto results in an appointment for less than a full two years."

Section 2: That Chapter 2, Article VI, Section 2-279 entitled "Qualification of Members" is hereby repealed and replaced in its entirety as follows:

"Sec. 2-279. Qualification of members.

(a) The membership of the board shall be as follows:

Place 1: An adult with a disability.

Place 2: A parent/caregiver of a person with a disability.

Place 3: A parent/caregiver of a person with a disability.

Place 4: A parent/caregiver of a person with a disability.

Place 5: An employee of the Madison City School Special Education Department.

Place 6: A Madison resident with an interest in promoting issues that affect persons with disabilities.

Place 7: A Madison resident with an interest in promoting issues that affect persons with disabilities.

Place 8: A Madison resident with an interest in promoting issues that affect persons with disabilities.

Place 9: A parent/caregiver of a person with a disability.

(b) In addition to the voting membership defined above, there shall be one ex officio non-voting member from the parks and recreation department and one ex officio non-voting liaison to the city council.

(c) All board members must be bona fide residents of the city."

Section 3. That Chapter 2, Article VI, Section 2-281 entitled "Organization and Meetings" is hereby repealed and replaced in its entirety as follows:

"**Sec. 2-281. Organization and meetings.**

The board shall hold regular meetings at such time and place within the city, as it may from time to time determine. The board shall adopt by-laws providing for its own administration, quorum requirements, officers, and other matters not inconsistent with this article."

Section 4. That Chapter 2, Article VI, Section 2-284 entitled "Funding" is hereby repealed and replaced in its entirety as follows:

> **"Sec. 2-284. Funding.**
>
> Members are encouraged to procure funding through fundraisers and the solicitations of donations and grants made to the city, which the city will disburse specifically for projects that are approved by the board. The city council may make an annual appropriation to the board in the amount that they deem fit."

Section 5. That each section of this Ordinance is hereby declared to be an independent provision and that if any court of competent jurisdiction declares any word, clause, phrase, sentence, paragraph, or provision of this Ordinance hereof to be void and invalid for any reason, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 6. That this Ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this _____ day of September 2026.

_____

Maura Wroblewski,
Council President
City of Madison, Alabama

ATTEST:

_____

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-347-R

A RESOLUTION AUTHORIZING THE CITY OF MADISON TO PARTICIPATE IN THE MULTI-DISTRICT FIRE APPARATUS MANUFACTURER ANTITRUST LITIGATION

WHEREAS, the City Council of the City of Madison has been advised of potential claims arising from alleged anticompetitive conduct involving certain manufacturers of fire apparatus and industry associations; and

WHEREAS, the City Council finds that it is in the best interest of the City to investigate such potential claims and, if appropriate, pursue recovery on behalf of the City; and

WHEREAS, the City Council finds that it would serve the public interest to retain Riley & Jackson, P.C., together with affiliated co-counsel, to provide such legal services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City Attorney is authorized to execute, on behalf of the City, a Legal Services Agreement with Riley & Jackson, P.C. and affiliated co-counsel for the investigation and, if warranted, prosecution of claims relating to the Fire Apparatus Manufacturer Antitrust Litigation, including claims against certain manufacturers of fire apparatus and industry associations.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski,
City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-272

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO *ALA. CODE §§* 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.

WHEREAS, on May 29, 2026, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

158 Forrest Drive
(Parcel No: 15 08 28 1 002 059.000)
LOT 4 BLOCK 2 RAINBOW SUBDIVISION 2ND PLAT BOOK 6 PAGE 75

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District** 5 to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

(a) final publication of this ordinance as required by law; and
(b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 14th day of September 2026.

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

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

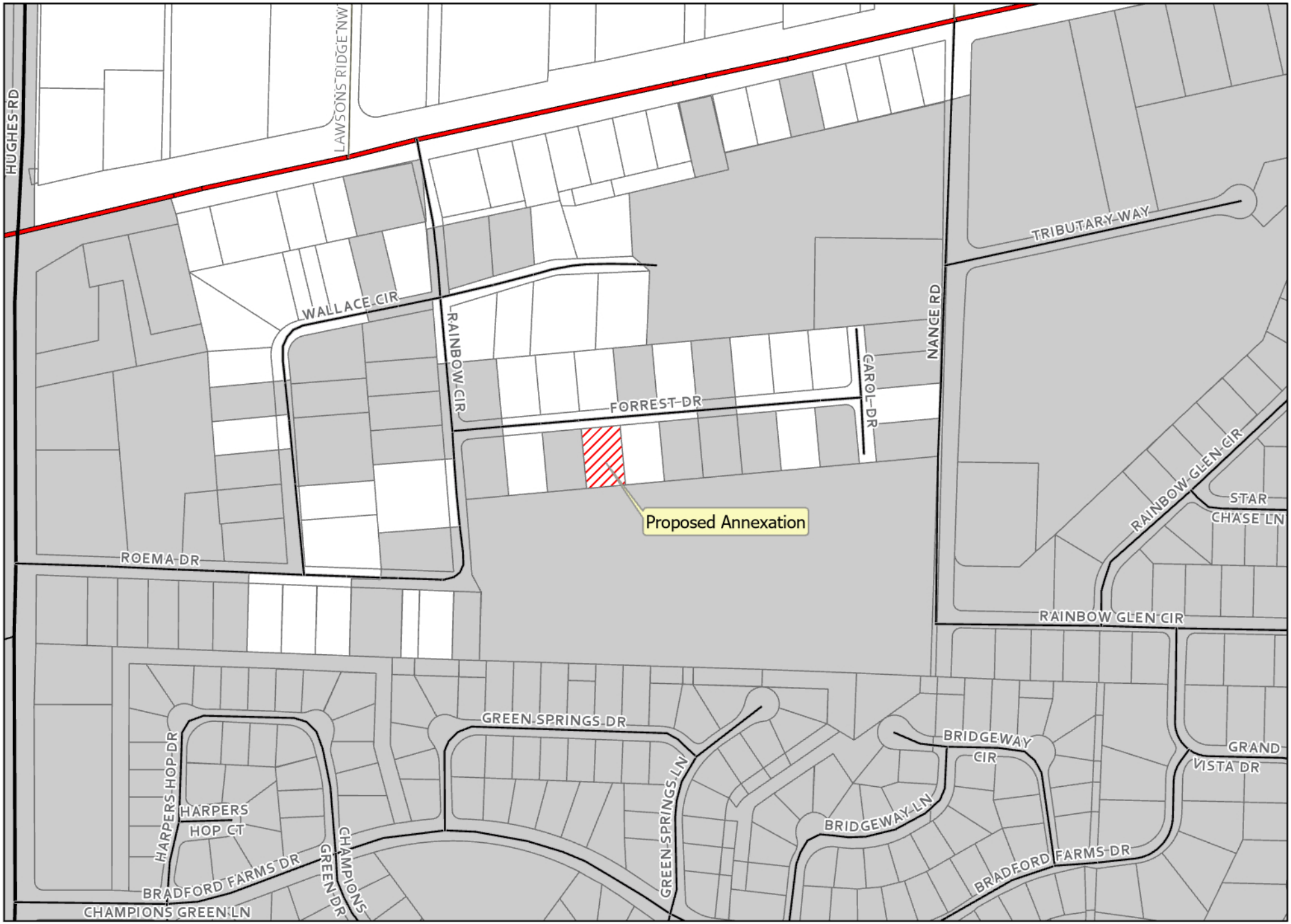
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



0 250 500 1,000 Feet

Proposed Annex - 158 Forrest Drive

N

THE CITY OF MADISON ALABAMA plant your roots

ORDINANCE NO. 2026-298

AN ORDINANCE FOR THE VACATION OF A PEDESTRIAN EASEMENT LOCATED WITHIN 107 CABOT CIRCLE, LOT 7 OF BILTMORE BEND OF HERITAGE PLANTATION SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Judy P. Rawls and Michael W. Rawls** for the vacation of a portion of a pedestrian easement located within 107 Cabot Circle, Lot 7, of Biltmore Bend of Heritage Plantation Subdivision and further described as follows:

> ALL THAT AREA IDENTIFIED AS A 25 FOOT PEDESTRIAN EASEMENT ON LOT 7, ACCORDING TO THE FINAL PLAT OF BILTMORE BEND OF HERITAGE PLANTATION, A RESUBDIVISION OF TRACT ONE AND A PORTION OF TRACT TWO OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 34, PAGE 37, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	**QUITCLAIM DEED**
	§	**(VACATION OF EASEMENT)**
COUNTY OF MADISON	§	***No title search requested and none prepared.***

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

ALL THAT AREA IDENTIFIED AS A 25 FOOT PEDESTRIAN EASEMENT ON LOT 7, ACCORDING TO THE FINAL PLAT OF BILTMORE BEND OF HERITAGE PLANTATION, A RESUBDIVISION OF TRACT ONE AND A PORTION OF TRACT TWO OF HERITAGE PLANTATION, AS RECORDED IN PLAT BOOK 34, PAGE 37, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of September, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

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

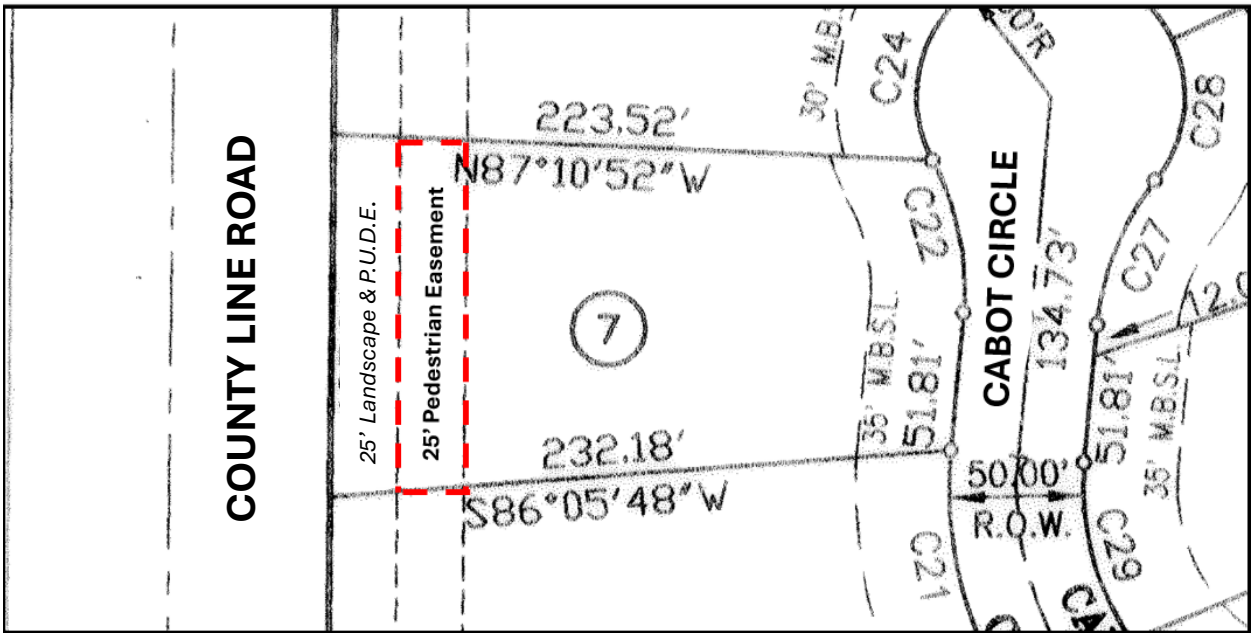
_____
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of September 2026.

_____
Notary Public


COUNTY LINE ROAD
25' Landscape & P.U.D.E.
25' Pedestrian Easement
223.52'
N87°10'52"W
7
232.18'
S86°05'48"W
30' M.B.S.L.
C24
C22
35' M.B.S.L.
51.81'
C21
CABOT CIRCLE
50.00'
R.O.W.
134.73'
51.81'
35' M.B.S.L.
C29
C27
C28

ORDINANCE NO. 2026-300

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 117 KENSINGTON DRIVE, LOT 50 OF BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Jerry D. Wright & Bonnie L. Wright** for the vacation of a portion of a public utility and drainage easement located within 117 Kensington Drive, Lot 50 of Block 3 of Woodfield Subdivision, First Addition and further described as follows:

ALL THAT PART OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 50.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 50, NORTH 44 DEGREES 09 MINUTES 57 SECONDS EAST A DISTANCE OF 8.77 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, NORTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 12.48 FEET TO A POINT ON THE EASTERLY MARGIN OF A 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, TO A POINT OF INTERSECTION BETWEEN SAID 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE NORTHERLY MARGIN OF A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 45 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 21.39 FEET TO A POINT; THENCE LEAVING SAID MARGIN, SOUTH 44 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 50; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 45 DEGREES 55 MINUTES 19 SECONDS WEST A DISTANCE OF 28.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JULY 30, 2026.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	**QUITCLAIM DEED**
	§	**(VACATION OF EASEMENT)**
COUNTY OF MADISON	§	***No title search requested and none prepared.***

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

ALL THAT PART OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A ½" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 50.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 50, NORTH 44 DEGREES 09 MINUTES 57 SECONDS EAST A DISTANCE OF 8.77 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, NORTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 12.48 FEET TO A POINT ON THE EASTERLY MARGIN OF A 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, TO A POINT OF INTERSECTION BETWEEN SAID 7.5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE NORTHERLY MARGIN OF A 5' WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 45 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 21.39 FEET TO A POINT; THENCE LEAVING SAID MARGIN, SOUTH 44 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 50; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 45 DEGREES 55 MINUTES 19 SEOCNDS WEST A DISTANCE OF 28.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JULY 30, 2026.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of September, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

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

_____
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of September 2026.

_____
Notary Public

SURVEY FOR: JERRY D. WRIGHT	DATE FIELD: 05-28-2026
REQUESTED BY: MR. JAKE ROTH	DATE OFFICE: 07-30-2026
TYPE OF SURVEY: BOUNDARY	FILE: WOODFIELD FIRST ADDITION

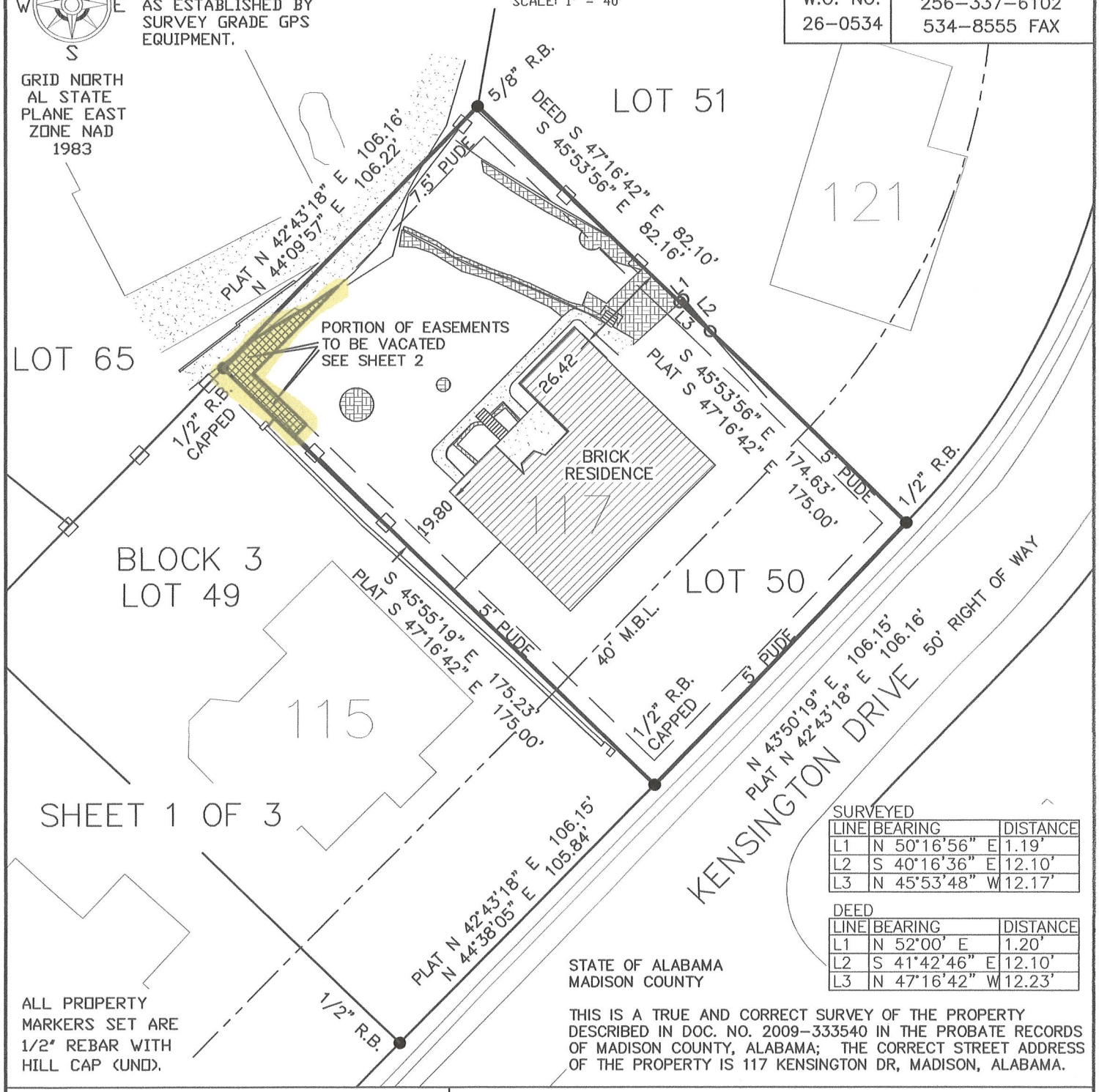
HILL LAND SURVEYING INC.
WILLIAM T. HILL, JR.
133 FEATHERSTONE LANE
OWENS CROSS ROADS, AL 35763

W.O. NO. 26-0534
256-337-6102
534-8555 FAX

NOTE: THE REFERENCE BEARING IS GRID NORTH AS ESTABLISHED BY SURVEY GRADE GPS EQUIPMENT.

GRID NORTH AL STATE PLANE EAST ZONE NAD 1983

SCALE: 1" = 40'



SURVEYED

LINE	BEARING	DISTANCE
L1	N 50°16'56" E	1.19'
L2	S 40°16'36" E	12.10'
L3	N 45°53'48" W	12.17'

DEED

LINE	BEARING	DISTANCE
L1	N 52°00' E	1.20'
L2	S 41°42'46" E	12.10'
L3	N 47°16'42" W	12.23'

STATE OF ALABAMA
MADISON COUNTY

THIS IS A TRUE AND CORRECT SURVEY OF THE PROPERTY DESCRIBED IN DOC. NO. 2009-333540 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA; THE CORRECT STREET ADDRESS OF THE PROPERTY IS 117 KENSINGTON DR, MADISON, ALABAMA.

ALL PROPERTY MARKERS SET ARE 1/2" REBAR WITH HILL CAP (UND).

LEGEND

PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT
C.T. CRIMPED IRON PIPE
R.B. REBAR
FENCELINE
CONCRETE MONUMENT
CAPPED 1/2" REBAR SET
IRON MONUMENT

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

STATE OF ALABAMA LICENSED NO. 16164 PROFESSIONAL LAND SURVEYOR WILLIAM TAYLOR HILL JR.

07-30-2026
DATE

WILLIAM T HILL, JR.
AL REG. NO. 16164

SURVEY FOR: JERRY D. WRIGHT	DATE FIELD: 05-28-2026
REQUESTED BY: MR. JAKE ROTH	DATE OFFICE: 07-30-2026
TYPE OF SURVEY: SPECIAL TOPO	FILE: WOODFIELD FIRST ADDITION

HILL LAND SURVEYING INC.
WILLIAM T. HILL, JR.
133 FEATHERSTONE LANE
OWENS CROSS ROADS, AL 35763

W.O. NO. 26-0534

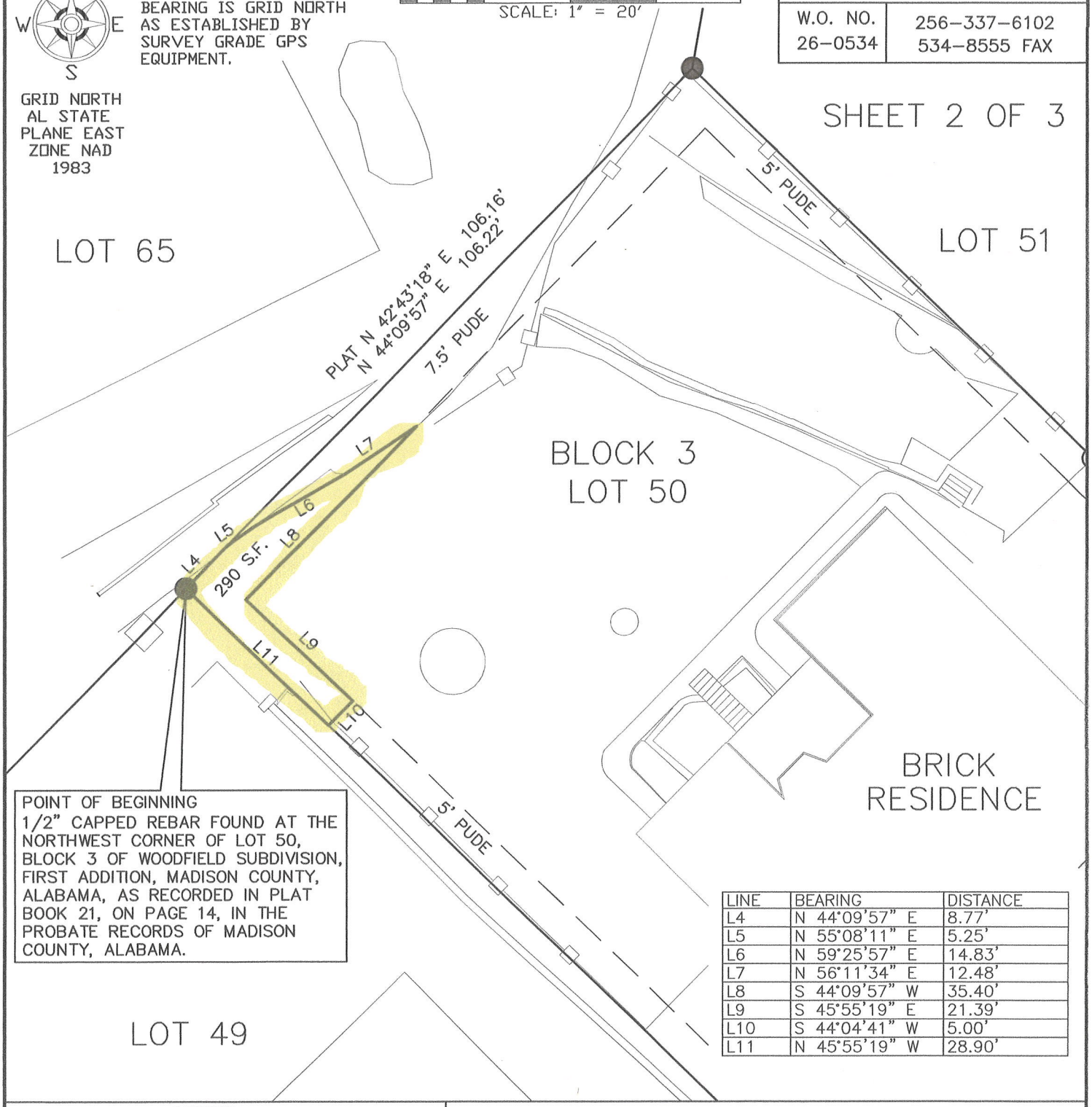
256-337-6102
534-8555 FAX

SHEET 2 OF 3

NOTE: THE REFERENCE BEARING IS GRID NORTH AS ESTABLISHED BY SURVEY GRADE GPS EQUIPMENT.

GRID NORTH
AL STATE PLANE EAST ZONE NAD 1983

SCALE: 1" = 20'



POINT OF BEGINNING
1/2" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA, AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA.

LINE	BEARING	DISTANCE
L4	N 44°09'57" E	8.77'
L5	N 55°08'11" E	5.25'
L6	N 59°25'57" E	14.83'
L7	N 56°11'34" E	12.48'
L8	S 44°09'57" W	35.40'
L9	S 45°55'19" E	21.39'
L10	S 44°04'41" W	5.00'
L11	N 45°55'19" W	28.90'

LEGEND

PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT
C.T. CRIMPED IRON PIPE
R.B. REBAR
FENCELINE
CONCRETE MONUMENT
CAPPED 1/2" REBAR SET
IRON MONUMENT

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WILLIAM T HILL, JR.
AL REG. NO. 16164

07-30-2026
DATE

SURVEY FOR: JERRY D. WRIGHT	DATE FIELD: 05-28-2026	HILL LAND SURVEYING INC.
REQUESTED BY: MR. JAKE ROTH	DATE OFFICE: 07-30-2026	WILLIAM T. HILL, JR. 133 FEATHERSTONE LANE OWENS CROSS ROADS, AL 35763
TYPE OF SURVEY: SPECIAL TOPO FILE: WOODFIELD FIRST ADDITION		W.O. NO. 26-0534 / 256-337-6102 534-8555 FAX

SHEET 3 OF 3

STATE OF ALABAMA
MADISON COUNTY

VACATION OF EASEMENT
0.007 ACRES

ALL THAT PART OF LOT 50, BLOCK 3 OF WOODFIELD SUBDIVISION, FIRST ADDITION, MADISON COUNTY, ALABAMA, AS RECORDED IN PLAT BOOK 21, ON PAGE 14, IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A 1/2" CAPPED REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 50.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE NORTHWESTERLY BOUNDARY OF SAID LOT 50, NORTH 44 DEGREES 09 MINUTES 57 SECONDS EAST A DISTANCE OF 8.77 FEET TO A POINT; THENCE LEAVING SAID BOUNDARY, NORTH 55 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 5.25 FEET TO A POINT; THENCE NORTH 59 DEGREES 25 MINUTES 57 SECONDS EAST A DISTANCE OF 14.83 FEET TO A POINT; THENCE NORTH 56 DEGREES 11 MINUTES 34 SECONDS EAST A DISTANCE OF 12.48 FEET TO A POINT ON THE EASTERNLY MARGIN OF A 7.5'WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG SAID MARGIN, SOUTH 44 DEGREES 09 MINUTES 57 SECONDS WEST A DISTANCE OF 35.40 FEET TO A POINT OF INTERSECTION BETWEEN SAID 7.5'WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT AND THE NORTHERLY MARGIN OF A 5'WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE NORTHERLY MARGIN OF A 5'WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, SOUTH 45 DEGREES 55 MINUTES 19 SECONDS EAST A DISTANCE OF 21.39 FEET TO A POINT; THENCE LEAVING SAID MARGIN, SOUTH 44 DEGREES 04 MINUTES 41 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 50; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY, NORTH 45 DEGREES 55 MINUTES 19 SECONDS WEST A DISTANCE OF 28.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.007 ACRES, MORE OR LESS, ACCORDING TO A SURVEY DATED JULY 30, 2026.

LEGEND

PUDE	PUBLIC UTILITY AND DRAINAGE EASEMENT
C.T.	CRIMPED IRON PIPE
R.B.	REBAR
———	FENCELINE
⊕	CONCRETE MONUMENT
○	CAPPED 1/2" REBAR SET
●	IRON MONUMENT

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

LICENSED NO. 16164 PROFESSIONAL LAND SURVEYOR WILLIAM TAYLOR HILL JR.

WILLIAM T HILL, JR.
AL REG. NO. 16164

07-30-2026
DATE

ORDINANCE NO. 2026-336

AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 130 STONEWAY TRAIL, LOT 18 BLOCK 9 OF STONE RIDGE II SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **James D. Walcott & wife, Susan L. Wolcott,** for the vacation of a portion of a utility and drainage easement located within 130 Stoneway Trail, Lot 18 of Block 9 of Stone Ridge II Subdivision and further described as follows :

> BEING A UTILITY AND DRAINAGE EASEMENT WHICH LIES ON THE EASTERLY LINE OF LOT 18 IN BLOCK 9, STONE RIDGE II SUBDIVISION, ON RECORD IN PLAT BOOK 11, PAGES 48 – 49 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID LOT AS SHOWN ON SAID PLAT, AND SAID EASEMENT EXISTING BY VIRTUE OF EASEMENTS NOTE AS SHOWN AND RECORDED ON PAGE 48 OF SAID PLAT. THE SAID EASEMENT TO BE VACATED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18 AND FROM WHICH A HALF-INCH IRON ROD FOUND BEARS S69°58’17”E, A DISTANCE OF 1.05 FEET; THENCE S20°34’09”E (RECORDED BEARING S21°10’40”E), A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S20°34’09”E (RECORDED BEARING S21°10’40”E), A DISTANCE OF 533.56 FEET; THENCE S61°57’16”W, A DISTANCE OF 5.04 FEET; THENCE N20°34’09”W, A DISTANCE OF 534.22 FEET; THENCE N69°25’51”E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID PORTION TO BE VACATED CONTAINS 0.06 ACRES (2,670 SQUARE FEET), MORE OR LESS.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of September 2026.

_____

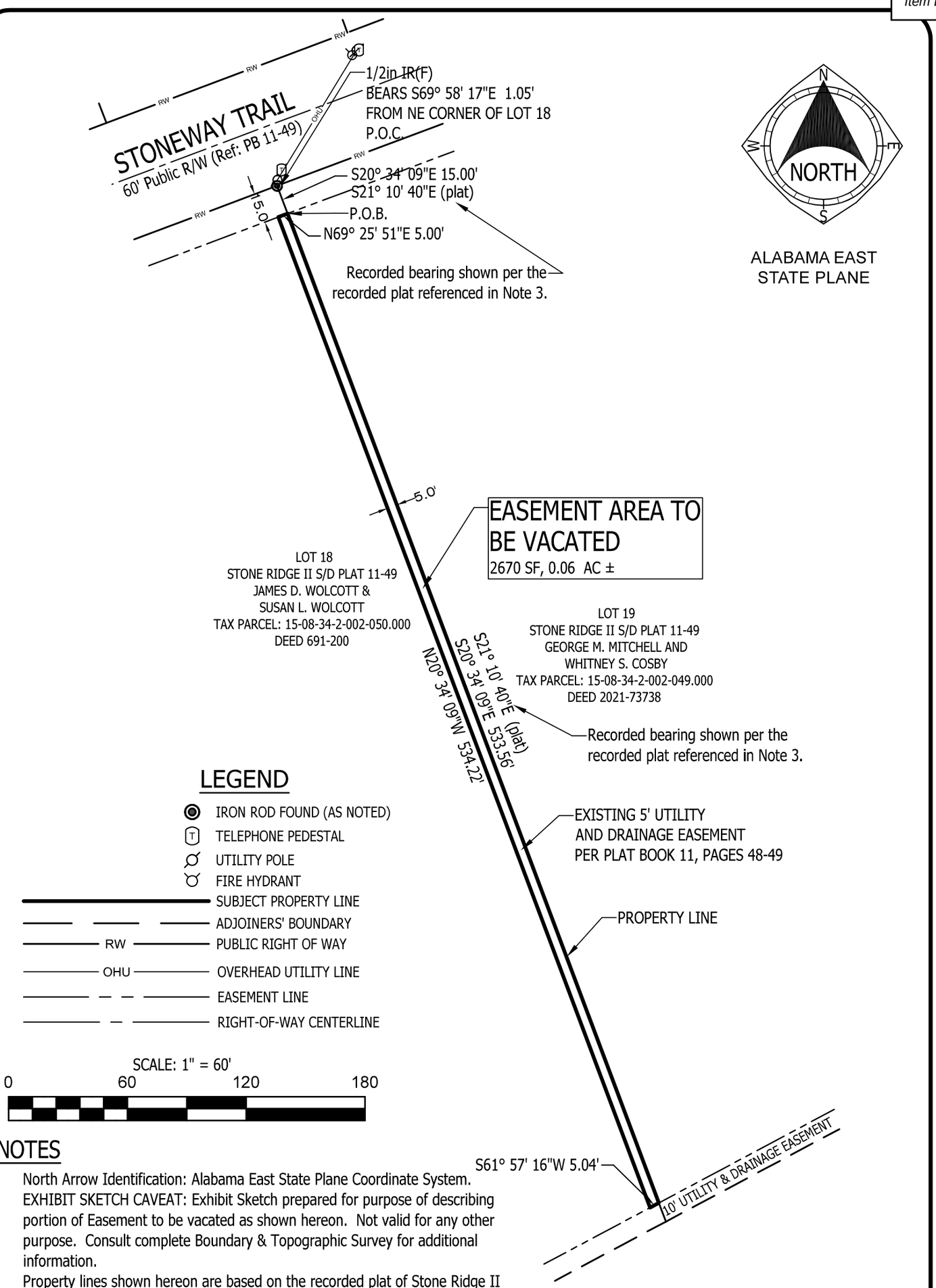
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



LEGEND

- IRON ROD FOUND (AS NOTED)
- TELEPHONE PEDESTAL
- UTILITY POLE
- FIRE HYDRANT
- SUBJECT PROPERTY LINE
- ADJOINERS' BOUNDARY
- RW — PUBLIC RIGHT OF WAY
- OHU — OVERHEAD UTILITY LINE
- EASEMENT LINE
- RIGHT-OF-WAY CENTERLINE

SCALE: 1" = 60'

0 60 120 180

NOTES

1. North Arrow Identification: Alabama East State Plane Coordinate System.
2. EXHIBIT SKETCH CAVEAT: Exhibit Sketch prepared for purpose of describing portion of Easement to be vacated as shown hereon. Not valid for any other purpose. Consult complete Boundary & Topographic Survey for additional information.
3. Property lines shown hereon are based on the recorded plat of Stone Ridge II Subdivision (Plat Book 11, Pages 48-49).
4. All utilities shown are approximate locations only. Actual locations to be verified by contractor on site. The property owner is responsible for correcting any damage/conflicts with utilties discovered during construction.

UTILITY & DRAINAGE EASEMENT TO BE VACATED

Lot 18, Block 9, STONE RIDGE II SUBDIVISION
Plat Book 11, Page 48-49
130 Stoneway Tr Madison Al 35758
SECTION 34,TOWNSHIP 3 SOUTH, RANGE 2 WEST
MADISON COUNTY, ALABAMA

THE LAND CONSULTANTS LLC
5449 US Hwy 41
Jasper, TN 37347
423·304·6722

EXHIBIT SKETCH

DWG#: : 26291
ISSUE #: 0
ISSUE DATE: 08-10-2026
SEE SHEET #1

SHEET 1 OF 1

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

STATE OF ALABAMA	§	**QUITCLAIM DEED**
	§	**(VACATION OF EASEMENT)**
COUNTY OF MADISON	§	***No title search requested and none prepared.***

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as "Grantor"), hereby extinguishes any and all interest that it has in the portion of the public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **James D. Walcott & wife, Susan L. Walcott,** (hereinafter referred to as "Grantees") any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement.

BEING A UTILITY AND DRAINAGE EASEMENT WHICH LIES ON THE EASTERLY LINE OF LOT 18 IN BLOCK 9, STONE RIDGE II SUBDIVISION, OF RECORD ON PLAT BOOK 11, PAGE 48 – 49 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SAID LOT AS SHOWN ON SAID PLAT, AND SAID EASEMENT EXISTING BY VIRTUE OF EASEMENTS NOTE AS SHOWN AND RECORDED ON PAGE 48 OF SAID PLAT. THE SAID EASEMENT TO BE VACATED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 18 AND FROM WHICH A HALF-INCH IRON ROD FOUND BEARS S69°58'17"E, A DISTANCE OF 1.05 FEET; THENCE S20°34'09"E (RECORDED BEARING S21°10'40"E), A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING S20°34'09"E (RECORDED BEARING S21°10'40"E), A DISTANCE OF 533.56 FEET; THENCE S61°57'16"W, A DISTANCE OF 5.04 FEET; THENCE N20°34'09"W, A DISTANCE OF 534.22 FEET; THENCE N69°25'51"E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID PORTION TO BE VACATED CONTAINS 0.06 ACRES (2,670 SQUARE FEET), MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of September, 2026.

City of Madison, Alabama,
a municipal corporation

Attest:

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

_____
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of September 2026.

_____
Notary Public

ORDINANCE NO. 2026-314

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO *ALA. CODE §§* 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.

WHEREAS, on August 26, 2026, the owner of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

Parcel Number 09 07 35 0 000 001.005

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58 minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

Parcel Number 09 07 35 0 000 001.005

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58

minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 2** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

(a) final publication of this ordinance as required by law; and
(b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 26th day of October 2026.

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

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

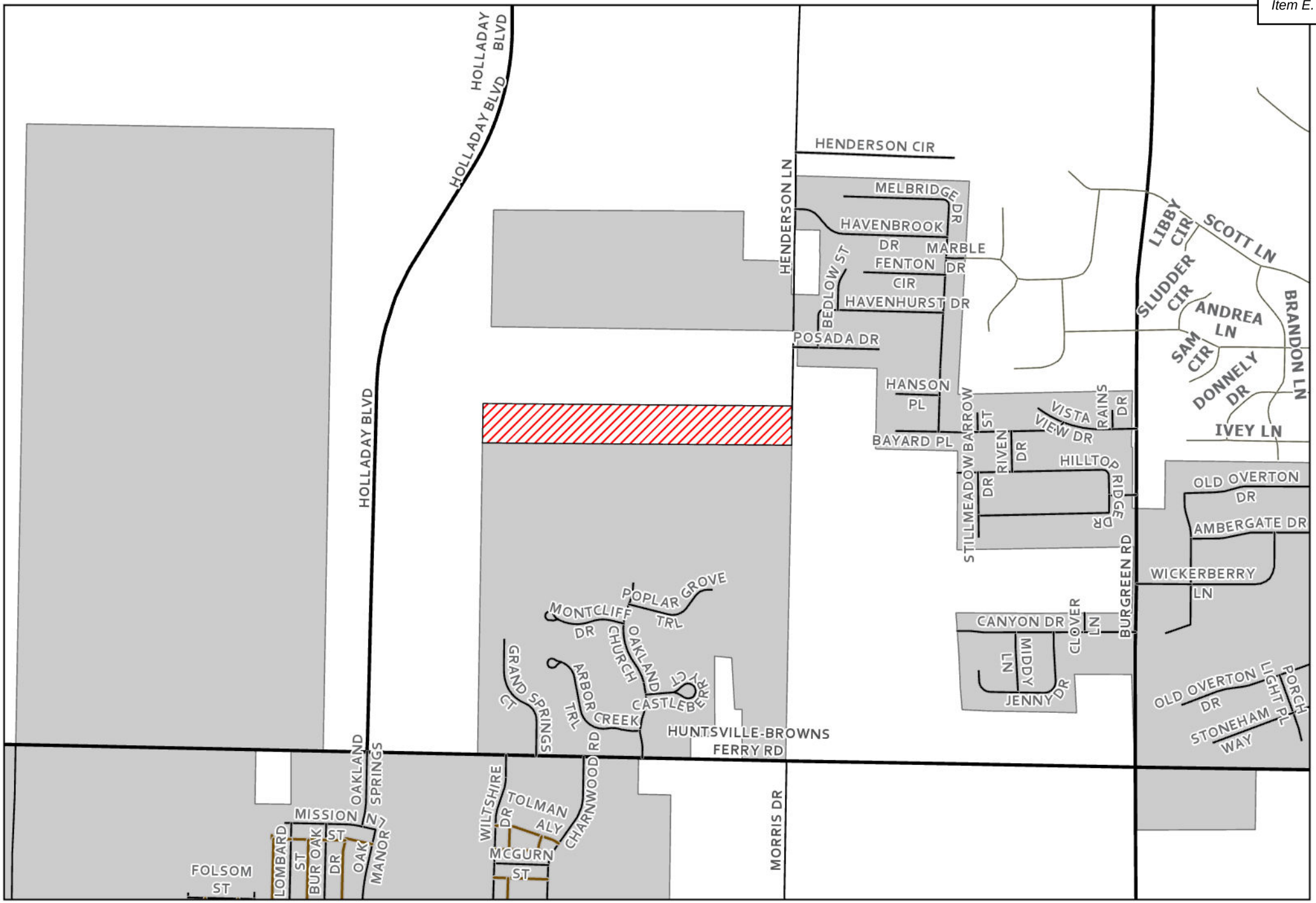
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



Proposed Annex

RESOLUTION NO. 2026-315-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

Diltina Development Corporation's request to zone property located north of Huntsville-Browns Ferry Road and east of Holladay Boulevard to RC-2 (Residential Cluster District) upon annexation

WHEREAS, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the zoning map of the City in accordance with said zoning request;

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

SECTION 1. A public hearing will be held by the City Council on October 26, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 14th day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on September 23, 2026

Attachment A

PROPOSED ORDINANCE NO. 2026-316

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS RC-2 (RESIDENTIAL CLUSTER DISTRICT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as RC-2 (Residential Cluster District):

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58 minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be RC-2 (Residential Cluster District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 26th day of October 2026.

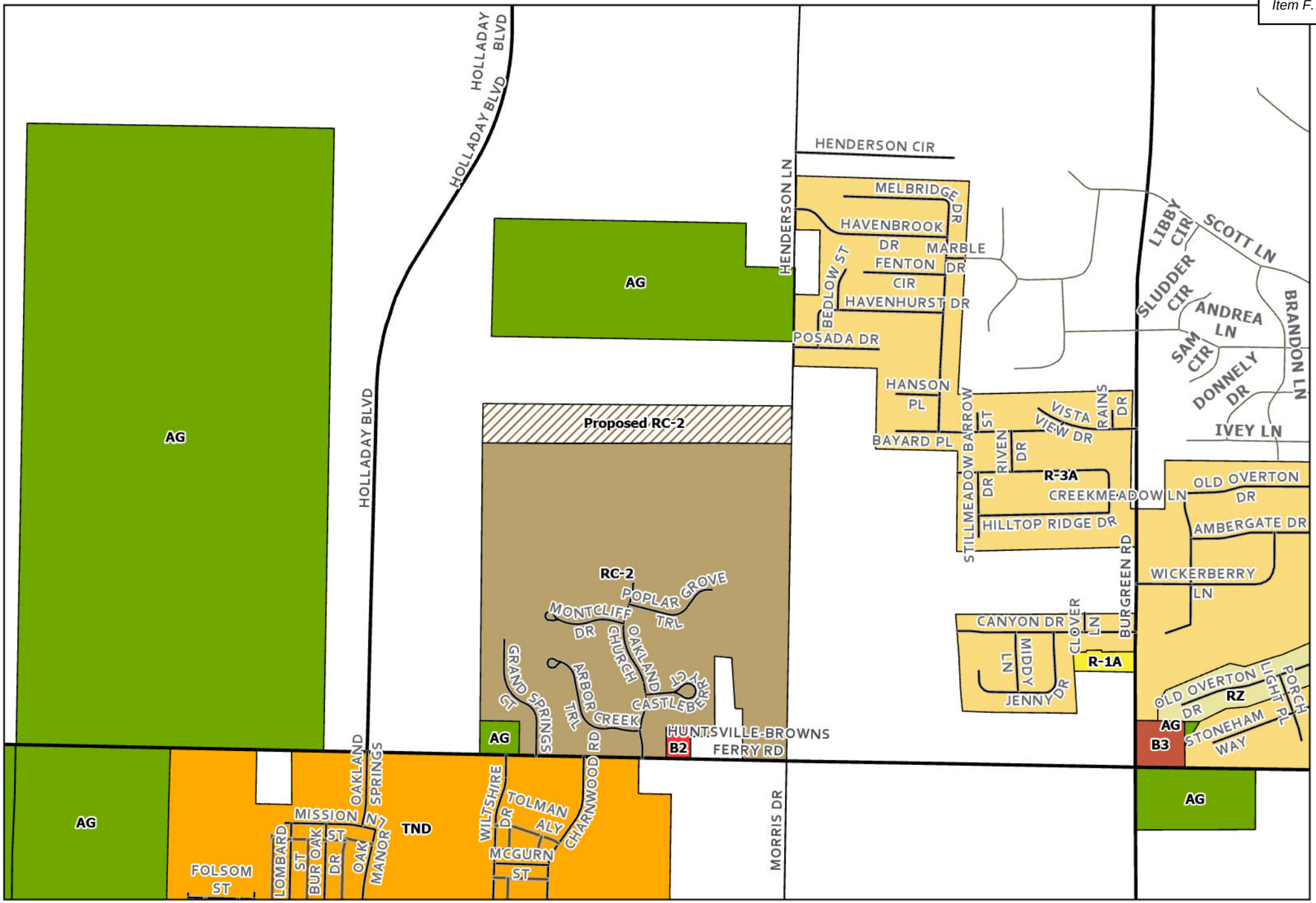
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



0 500 1,000 2,000 Feet

Proposed RC-2 Zoning

N

SYNOPSIS AND NOTICE OF PUBLIC HEARING WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE OF THE CITY OF MADISON

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS RC-2 (RESIDENTIAL CLUSTER DISTRICT).

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Diltina Development Corporation, the City Council of the City of Madison, Alabama, will hold a public hearing on the 26th day of October, 2026, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

A tract of land lying in the Northeast Quarter of Section 35, Township 3 South, Range 3 West, and being more particularly described as follows:

Commence at an existing railroad spike at the Northeast corner of Section 35, Township 3 South, Range 3 West, said railroad spike being 5.45 feet East of the center line of Henderson Lane, thence South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 2374.46 feet to a set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being the point of true beginning of the tract herein described; thence from the point of true beginning South 01 degrees 11 minutes 23 seconds East along the East boundary of said Section 35 a distance of 339.21 feet to an existing 3/4" rebar at the Southeast corner of the Northeast Quarter of said Section 35, thence South 88 degrees 57 minutes 04 seconds West along the South boundary of the Northeast Quarter of said Section 35 a distance of 2673.30 feet to an existing 5/8" rebar with the cap stamped "W.A. Dunivant RLS 9089" at the Southwest corner of the Northeast Quarter of said Section 35, thence North 00 degrees 35 minutes 53 seconds West along the West boundary of the Northeast Quarter of said Section 35 a distance of 340.36 feet to set 5/8" rebar with cap stamped "Dunivant Engr. Co., Inc. CA-0044-LS" said 5/8" rebar also being South 00 degrees 35 minutes 53 seconds East a distance of 2382.54 feet from an existing concrete monument at the Northwest corner of the Northeast Quarter of Section 35, thence North 88 degrees 58 minutes 33 seconds East a distance of 2669.79 feet to the point of true beginning and containing 20.838 acres, more or less.

SUBJECT TO AND INCLUDES:

A 60.00 foot easement for ingress and egress, drainage and utilities, lying 60.00 feet West of and adjoining the East boundary of the Northeast Quarter of Section 35, Township 3 South, Range 3 West, Less and Except all of that part of the right-of-way for Henderson Lane which extends Westerly to a line 30.00 feet from and parallel to its centerline and is partially within the above 60.00 foot easement. The above described easement is being reserved for the use and benefit of all the property owners that purchased from the Grantors at auction on October 10th, 1992. By the acceptance of the conveyance the Grantees agree that the above described easement will be deeded to the appropriate county should any owner of the real estate service by the easement desires to build a road to county specifications over and along said easement.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23th day of September 2026.

DATED at Madison, Alabama, this 30th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ORDINANCE NO. 2026-317

ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTIES OR TERRITORIES INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO *ALA. CODE §§* 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.

WHEREAS, on August 24, 2026, the owner of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

139 Lewter Drive
(Parcel No: 16 01 02 0 002 043.001)

ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET TO THE POINT OF BEGINNING.

WHEREAS, said petition was executed by the owners of said properties or territories, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

WHEREAS, said properties are contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

WHEREAS, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that it has met all of the legal requirements of *Ala. Code* §§ 11-42-20 through -24, inclusive, as supplemented and amended, and has also endeavored to determine if the subject properties form a homogenous part of the City of Madison and if it would be in the public interest for said properties or territories to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said lands or territories form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to bring the properties or territories described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said properties or territories into the City of Madison, Alabama.

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real properties or territories more particularly described as follows:

139 Lewter Drive

(Parcel No: 16 01 02 0 002 043.001)

ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET TO THE POINT OF BEGINNING.

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the properties or territories herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting District 5** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the properties or territories described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

(a) final publication of this ordinance as required by law; and
(b) application for rezoning being properly made by the lawful owners.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama on this the 26th day of October 2026.

_____

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

ATTEST:

_____

Lisa Thomas, City Clerk-Treasurer

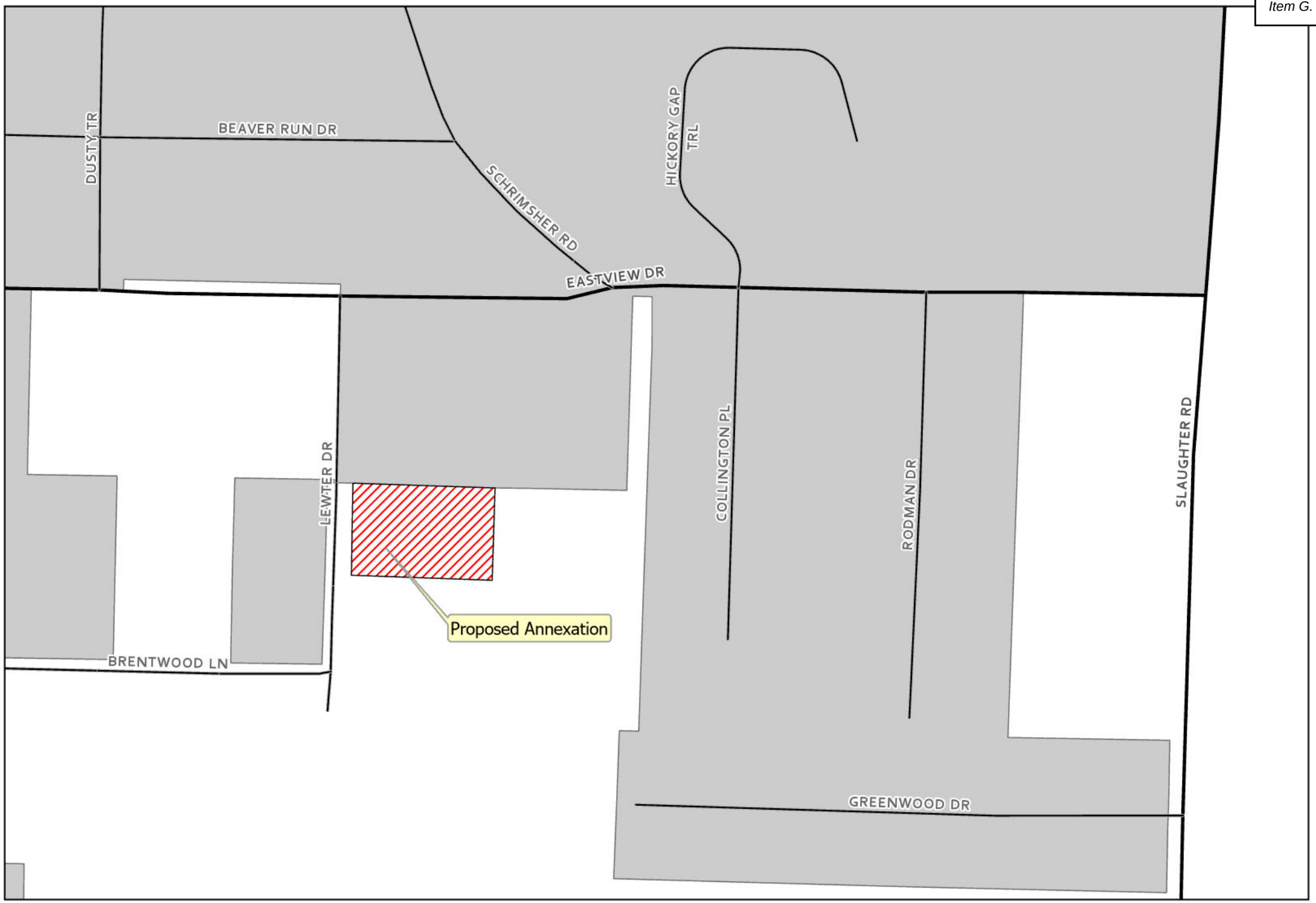
City of Madison, Alabama

APPROVED this _____ day of _____, 2026.

_____

Ranae Bartlett, Mayor

City of Madison, Alabama



0 150 300 600 Feet

139 Lewter Dr - Annex

N

RESOLUTION NO. 2026-318-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City's Official Zoning Map, and has made a report of its recommendation concerning the following requested action(s), to-wit:

Glenn Ray McPherson and Deena McPherson's request to rezone property located north of Brentwood Lane and east of Lewter Drive to R-1A (Single-Family Suburban District) upon annexation

WHEREAS, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the zoning map of the City in accordance with said zoning request;

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

SECTION 1. A public hearing will be held by the City Council on October 26, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Map of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 14th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

Approved this 14th day of September 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance and map, one (1) time in the ***Madison County Record*** on September 23, 2026

Attachment A

PROPOSED ORDINANCE NO. 2026-319

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A (SINGLE-FAMILY SUBURBAN DISTRICT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1A (Single-Family Suburban District):

139 Lewter Drive
(Parcel No: 16 01 02 0 002 043.001)
ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1A (Single-Family Suburban District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, 26th day of October 2026.

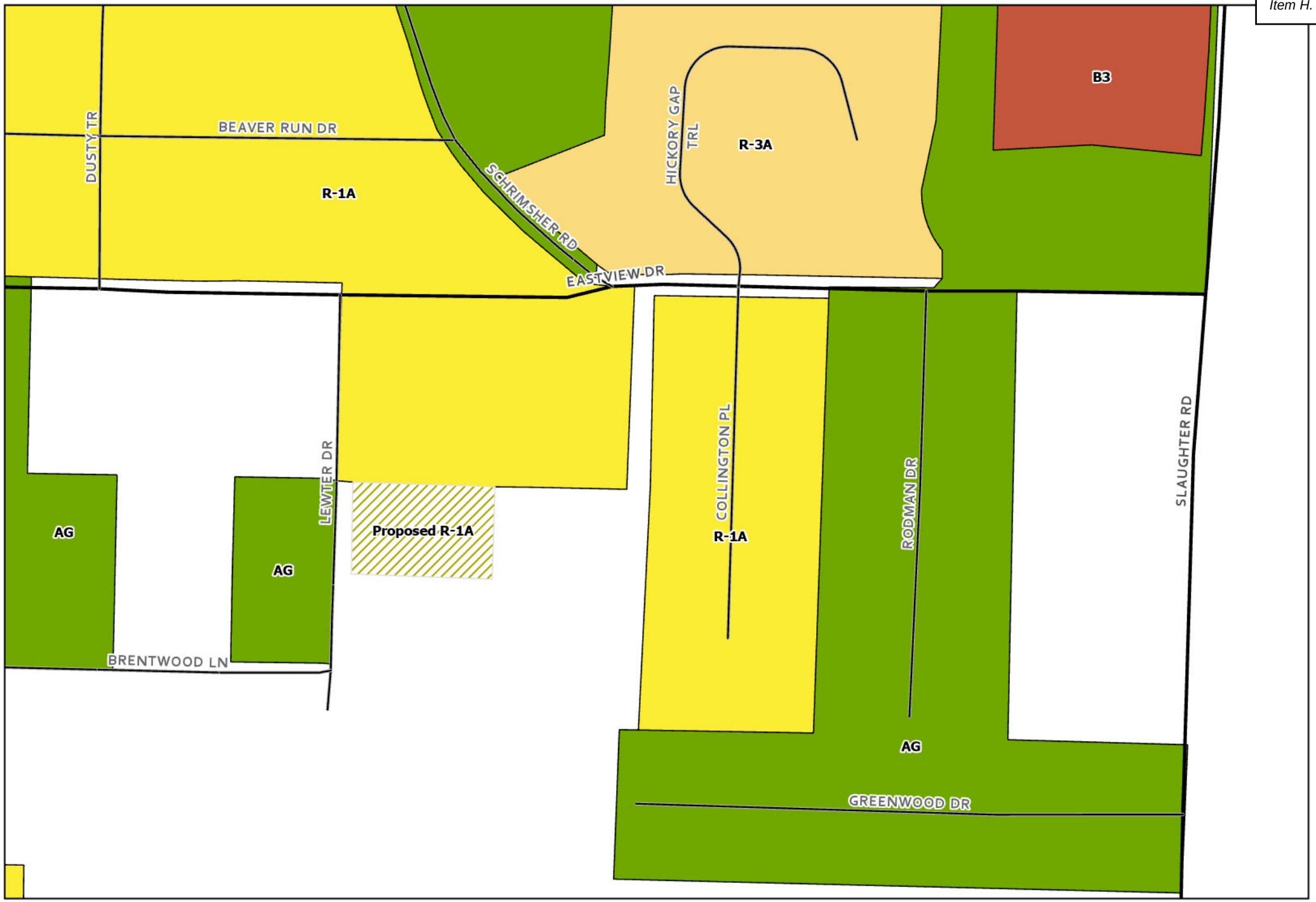
_____
Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of _____, 2026.

_____
Ranae Bartlett, Mayor
City of Madison, Alabama



0 150 300 600 Feet

139 Lewter Dr - Proposed R-1A Zoning

N

SYNOPSIS AND NOTICE OF PUBLIC HEARING

WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE

OF THE CITY OF MADISON

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1A (SINGLE-FAMILY SUBURBAN DISTRICT).

NOTICE IS HEREBY GIVEN that, pursuant to a request duly submitted to the City of Madison by Glenn Ray McPherson and Deena McPherson, the City Council of the City of Madison, Alabama, will hold a public hearing on the 26th day of October, 2026, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning of the City of Madison, as follows:

139 Lewter Drive
(Parcel No: 16 01 02 0 002 043.001)
ALL THAT PART OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS LOCATED SOUTH 06 DEGREES 17 MINUTES EAST 883.39 FEET, NORTH 83 DEGREES 26 MINUTES 30 SECONDS EAST 2016.20 FEET AND NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 230.40 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 2 WEST. SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT OF WAY OF LEWTER DRIVE; THENCE FROM THE POINT OF BEGINNING AND ALONG SAID LEWTER DRIVE NORTH 06 DEGREES 17 MINUTES 00 SECONDS WEST 208.97 FEET; THENCE LEAVING SAID LEWTER DRIVE NORTH 83 DEGREES 36 MINUTES 07 SECONDS EAST 314.48 FEET; THENCE SOUTH 06 DEGREES 10 MINUTES 45 SECONDS EAST 209.60; THENCE SOUTH 83 DEGREES 43 MINUTES 00 SECONDS WEST 314.10 FEET TO THE POINT OF BEGINNING.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 23th day of September 2026.

DATED at Madison, Alabama, this 30th day of September 2026.

_____
Maura Wroblewski, Council President
City of Madison, Alabama

RESOLUTION NO. 2026-320-R

A RESOLUTION AUTHORIZING AN AGREEMENT FOR MAINTENANCE AND SUPPORT WITH APPLIED DIGITAL SOLUTIONS (ADS)

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 maintenance and support agreement with Applied Digital Solutions, to provide maintenance and support for the recording system utilized by the Madison Police Department, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Maintenance and Support Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

MAINTENANCE & SUPPORT AGREEMENT

Introduction
This agreement describes the levels of maintenance, support and warranty service that the Madison Police Department ("client") will receive from Applied Digital Solutions ("ADS").

Purpose
The client depends on hardware, software and services (together: "the Recording System") that are provided, maintained and supported by ADS. Some of these items are of critical importance to the business. This agreement sets out what levels of availability and support the client is to receive from ADS for the Recording System. This agreement forms an important part of the relationship between the client and the ADS. It aims to enable the two parties to work together effectively.

Initial Term of Agreement: Service Period 9/1/2026 thru 8/31/2027

Service Level: Enhanced

Amount of Initial Term: $3,500.00

Equipment Covered: See Exhibit A

Payment

Payment for the Initial Term of Agreement is due to ADS on or before the Start Date. Payment for each year thereafter is due to ADS on or before the first day of the subsequent 12-month period of the Term. No refunds shall be given if Customer cancels or terminates this Agreement during the Term. This Agreement shall automatically renew for a one year Term after each prior Term unless either party provides the other party with written notice at least 60 days prior to the end of the current Term. The fee for a one year renewal of this Agreement will be invoiced upon the automatic renewal of this Agreement for the upcoming successive contract year at ADS's then current annual rates.

Scope of Services

This agreement covers only the hardware, software and services in the attached Exhibit A. This list may be updated at any time, with agreement from both the client and ADS.

ADS will support, maintain and repair covered components of the Recording System on a best efforts basis according to the service level selected. Additional support services include,

- Annual on-site preventive maintenance check;
- Access to 8x5 help desk support for end-users;
- No additional cost for covered parts, travel, or labor; and
- End-user training.

Service Levels:

	Standard	**Enhanced**
Cost of Service	Annual Fee	Annual Fee
Remote Support Coverage	8:00am-5:00pm, Monday-Friday (excl. major U.S. holidays)	24/7, 365 days
On-Site Support	8:00am-5:00pm, Monday-Friday (excl. major U.S. holidays)	24x7, 365 after remote efforts are unsuccessful. For recorder down service only.
Software Updates (within version) & Bug Fixes	Included	Included
Covered Parts, Travel & Labor	Included	Included

Response Times:

	Severity 1: Critical	Severity 2: High	Severity 3: Medium	Severity 4: Low
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On-Site Response Time	24 hours from time remote troubleshooting capabilities are exhausted	48 hours from time remote troubleshooting capabilities are exhausted	5 business days from time remote troubleshooting capabilities are exhausted	By schedule

Definitions:

Severity 1: Critical - In a 100% recording environment, any failure of equipment, vendor software, or communications to the products which results in loss of recording channels or data, or if allowed to persist would result in such recording loss.

Severity 2: High – Any problem resulting in loss of the ability to retrieve audio or the loss of replay functionality for two or more workstations.

Severity 3: Medium – Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished product response or performance.

Severity 4: Low – Planned intervention or request for information.

Services to be performed by ADS do not include, and ADS shall have no obligation to perform, any of the following:

- Installation or maintenance of wiring, circuits, electrical conduits or devices external to the covered products;
- Relocation or removal of the system;

- Configuration changes, upgrades or damage repair due to external hardware changes, e.g. new phone system, new radio system, additional peripherals
- Data recovery or other services related to virus infection;
- Provision of new equipment or upgrades to existing equipment or operating systems, software or other tools or utilities that may be required in connection with a manufacturer's major software upgrade;
- Support in resolving network, workstation, database, or other errors not directly related to the hardware and software listed in this agreement;
- Repair or replace any hardware, software, or other parts not included in Exhibit A, parts damaged by force majeure events or other causes external to the Covered Products; parts damaged from failure to provide and continually maintain industry accepted/acceptable electrical power, air conditioning and humidity controls in accordance with the product specifications; and
- Service required to repair or restore Covered Products due to alterations or modifications performed by persons other than authorized ADS service representatives.

Staffing and Availability

ADS will be staffed by personnel who: (a) have technical expertise, training, and experience working with the products and protocols; (b) provide prompt and professional technical support, regardless of the severity of the problem; and (c) resolve technical problems in a timely manner. Customer acknowledges that services (including but not limited to collection of necessary technical information, troubleshooting and error analysis) will be performed primarily by remote access. In the event that remote access is not available or remote troubleshooting capabilities are exhausted, ADS may choose to dispatch qualified technical resources to help facilitate the troubleshooting efforts. This may result in a charge to Customer for such resources if the problems are determined not to have been caused by Covered Products. These rates will be quoted prior to deployment of ADS resources.

Signatures:

Applied Digital Solutions, Inc.	Madison Police Department
Martyn Gallus	
PRINTED NAME	PRINTED NAME
Martyn Gallus	
SIGNATURE	SIGNATURE
7/23/2026	
DATE	DATE

EXHIBIT A

Serial Number	Product Name	Quantity
	Virtual VM Application	1
	VALT Perpetual License (LE & CAC; per device)	5
B8A44F455E4B, B8A44FEB33B6, B8A44F5FE96B	Dome Camera, 1080, 2MP Video Surveillance Network Camera	3
B8A44F61B05F & B8A44F7E0E90	Axis FA54 Camera, Main Unit	2
	Axis FA1105 Sensor Unit for FA54 Main Unit	2
	Mounting Bracket for FA1105 Sensor Camera	2
	In-Wall mount kit for F1015 Varifocal Camera Sensor, Almond Plate, Gray Lens	2
	30W PoE Splitter 12/24 V DC	2
	Covert Light Switch Microphone (Omnidirectional, PZM, Zone)	3
	12VDC 500ma Regulated Power Supply for Crown Microphone	3
	Red Start/Stop Recording Button & Mount Kit	2
	LED Recording Sign & Mount Kit	2
	16-Port Gigabit Ethernet Unmanaged PoE Switch with 16 x PoE+ @ 183W, Desktop, Wall Mount or Rackmount	1
	CyberPower LCD UPS System, 1000VA/600W, 9 Outlets, AVR, Mini-Tower	1

RESOLUTION NO. 2026-330-R

AUTHORIZING PURCHASE OF BULLET-RESISTANT VESTS FROM THE BUYBOARD NATIONAL PURCHASING COOPERATIVE

WHEREAS, the Alabama Department of Examiners of Public Accounts has authorized purchasing through BuyBoard, which is a national, intergovernmental purchasing cooperative, through December 31, 2026; and

WHEREAS, the Police Department has requested the purchase of Safariland Summit bullet-resistant vests, as well as vest carriers, from GT Distributors of Georgia, Inc., ("GT Distributors"), to which BuyBoard has awarded a contract for public safety and firehouse supplies and equipment (Proposal No. 798-26); and

WHEREAS, the Police Department has verified that the bullet-resistant vests are not available for purchase on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Police Department has verified that GT Distributors is an authorized dealer for said equipment and is a participating vendor with BuyBoard holding a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase bullet-resistant vests and vest carriers from GT Distributors via contract number 798-26 through the BuyBoard cooperative, subject to compliance with all rules and regulations set forth by the State of Alabama Department of Examiners of Public Accounts regarding cooperative purchasing opportunities and with all applicable City policies and regulations.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this _____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Electronic Delivery

DAVID CURTIS
G T DISTRIBUTORS, INC.
1124 NEW MEISTER LANE, STE 100
PFLUGERVILLE, TX 78660

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Electronic Delivery

DAVID CURTIS
G T DISTRIBUTORS, INC.
1124 NEW MEISTER LANE, STE 100
PFLUGERVILLE, TX 78660

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 798-26, Public Safety and Firehouse Supplies and Equipment

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2026, through March 31, 2027, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 798-26 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

A list of National Cooperative members is available on the buyboard.com website. In addition, the BuyBoard Administrator's vendor relations staff is available to assist you in locating available BuyBoard informational resources and answering questions you may have as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at bids@buyboard.com.

Sincerely,

Kristin Gardner, Bid Analyst
Texas Association of School Boards, Inc.,
Administrator for the National Purchasing Cooperative

v.01.03.2025

P.O. Box 400, Austin, Texas 78767
800.695.2919 • bids@buyboard.com • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Public Safety and Firehouse Supplies and Equipment	**Proposal Due Date/Opening Date and Time** November 13, 2025, at 4:00 PM
Proposal Invitation Number 798-26	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term April 1, 2026, through March 31, 2027, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** February 2026

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

G T DISTRIBUTORS, INC.
Name of Proposing Company

11/11/2025
Date

1124 NEW MEISTER LANE, STE 100
Street Address

Signature of Authorized Company Official

PFLUGERVILLE, TX. 78660
City, State, Zip

DAVID CURTIS
Printed Name of Authorized Company Official

512-451-8298
Telephone Number of Authorized Company Official

BIDS MANAGER
Position or Title of Authorized Company Official

800-480-5845
Fax Number of Authorized Company Official

74-2339528
Federal ID Number

The Local Government Purchasing Cooperative

For the Period 04/01/2026 to 03/31/2027

Final Catalog Award Report for Public Safety and Firehouse Supplies and Equipment, No. 798-26

4. Discount (%) off Catalog/price price list for **Riot Equipment/Body Armor.**

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AARDVARK	Paulson Manufacturing price list	19.4%	Yes
Federal Eastern International, LLC	Paulson price list	25%	Yes
Primary Arms, LLC	PavaShot price list	8%	Yes
Federal Eastern International, LLC	Point Blank price list	42%	Yes
M-Pak, Inc.	Point Blank price list	40%	No
TEECO SAFETY, INC	POINT BLANK price list	40%	No
Nardis, Inc. dba Nardis Public Safety	Point Blank price list	20%	No
AARDVARK	PROJECT7 price list	19.4%	Yes
Federal Eastern International, LLC	Ready Line Gear price list	20%	Yes
Rules of Engagement Tactical LLC dba ROETAC	ROETAC Armor Catalog	46%	Yes
Rules of Engagement Tactical LLC dba ROETAC	ROETAC BodyArmor 2 price list	10%	Yes
LE1R Distribution, LLC.	RTS price list	10%	Yes
Ambitec INC dba RTS Tactical	RTS TACTICAL price list	15%	Yes
G T DISTRIBUTORS, INC.	Safariland Body Armor price list	40%	Yes
Proforce Marketing, Inc. dba Proforce Law Enforcement	Safariland price list (12%-60%)	12%	Yes
ENTERPRISES KING, LLC	Safeware Inc./Damascus Gear price list	5%	No
Shellback Tactical LLC	SBT Commercial price list	15%	Yes
Primary Arms, LLC	Shellback Tactical price list (20% - 36%)	20%	Yes
G T DISTRIBUTORS, INC.	Sirchie price list	0%	Yes
North America Fire Equipment Co., Inc. dba NAFECO	Slate price list	14%	No
Con10gency Consulting LLC	Slate Solutions price list	20%	Yes
M-Pak, Inc.	Stop Stick price list	10%	No
Southwest Public Safety	Streamlight price list	35%	Yes
Primary Arms, LLC	Survival Armor price list (8% - 62%)	8%	Yes
Tri-County Communications, LLC	TCC Catalog	10%	No

ORDINANCE NO. 2026-333

AN ORDINANCE REPEALING AND REPLACING CHAPTER 11, ARTICLE I OF THE MADISON CITY CODE

WHEREAS upon the recommendation of the Police Chief, Johnny Gandy, the City Council seeks to **REPEAL** and **REPLACE** provisions of the City Code regarding Security Alarm Systems;

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPEAL**, in its entirety, City Code Chapter 11, Article 1, Section 11-1 through Section 11-9.

BE IT FURTHER ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to **REPLACE** and insert the following for City Code Chapter 11, Article 1, Section 11-1 through Section 11-11:

Section 1.

"**Sec. 11-1. – Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alarm business means the business, by an individual, partnership, corporation, company or other entity licensed by the city, of installing, maintaining, servicing, repairing, altering, replacing, moving, or monitoring an alarm system at an alarm site. This does not include individuals performing work without compensation.

Alarm notification or dispatch request means a notification intended to summon the police either manually or automatically to a particular alarm site. At the discretion of the Systems Security Coordinator (SSC), multiple false alarm notifications in a 24-hour period of time may be counted as one false alarm.

Alarm site means a single fixed premises or location served by an alarm system. Multi-unit buildings or complexes with multiple physical addresses, are considered separate alarm sites, even if served by only one alarm system:

(1) *Small commercial* includes a non-residential business with the largest building being less than 10,000 square feet.

(2) *Large commercial* includes a non-residential business with the largest building being 10,000 square feet or more.

(3) *Residential site* means any single-family premises having a separate street address.

Alarm system means a device or series of devices, including, but not limited to, hard-wired and wireless systems, and systems interconnected with cellular or private radio signals, that emit, transmit or relay a local audible, visual or electronic signal intended to indicate an alarm condition and summon a police emergency response, or that would reasonably be expected to summon police services, including but not limited to self-monitoring alarms. Alarm system does not include:

(1) An alarm installed on a vehicle or boat unless the vehicle is permanently located at an alarm site;
(2) An environmental alarm designed to alert only the inhabitants of a location that does not have an external local alarm or contact the owner or service personnel of a location;
(3) A personal medical alert device unless it communicates directly through an alarm system;
(4) An alarm that is portable or a temporary self-contained unit, is not permanently affixed or electrically connected to the property, does not have a sound or sight signal that can be heard or seen from the exterior, and is designed only to alert the inhabitants within; or
(5) An alarm designed and classified as a department of defense system, provided each system has been excluded, in writing, by the SSC.

Alarm user means any person who uses an alarm system to protect his premises or has responsibility for the primary control of an alarm site.

ANSI/SIA Control Panel Standard CP-01 means the American National Standard Institute (ANSI) approved Security Industry Association — SIA CP-01 Control Panel Standard, as may be updated from time to time, that details recommended design features for alarm system control panels and their associated arming and disarming devices to reduce the incidence of false alarms. Control panels built and tested to this standard by Underwriters Laboratories (UL), or other nationally recognized testing organizations, shall be marked to state: "Design evaluated in accordance with SIA CP-01 Control Panel Standard Features for False Alarm Reduction".

Automatic voice dialer means any electrical, electronic, mechanical, or other device capable of being programmed to send a prerecorded voice message, when activated, over a

telephone line, radio or other communication system, to a public safety or emergency services agency requesting dispatch.

Cancellation means the process where an alarm dispatch request is terminated by the monitoring company for an alarm site prior to police arrival at the alarm site.

False alarm means an alarm notification or dispatch request summoning the police department to the location of the alarm activation where the responding officer finds no evidence of any criminal offense, or attempted criminal offense, after having completed an inspection of the interior or exterior of the alarm site. False alarm specifically excludes the following:

(1) Alarm activation signal caused by extreme weather conditions which cause damage to the premises or alarm system. Such damage must be clearly established and must be verified by the SSC;

(2) Cancellation of an alarm dispatch request by an alarm business performing the monitoring service prior to the dispatch of police;

(3) Alarms caused by failure of the alarm equipment, provided that written proof of repair of the alarm equipment is provided to the SSC; or

(4) Other reasonable, extenuating circumstances as determined by the SSC.

Holdup alarm means an alarm signal generated by the manual activation of a device intended to signal a crime in progress.

Inactive status means a permit has been placed in an inactive status after the alarm site exceeded six false alarms within a 12-month period. Alarm permits designated inactive are subject to increased administrative fees, fines and other penalties.

Keypad means a device that allows control of an alarm system by the manual manipulation of pushbuttons, locks, knobs, etc. A keypad may also be designated as an arming station or a command station.

Keyholder means an individual capable of reaching and accessing the alarm site, possessing the code to the alarm system, and/or the authority to approve repairs to the alarm system.

Monitoring means the process by which an alarm business receives signals from alarm systems and relays alarm notification to a public safety dispatcher for the purpose of summoning police response to the alarm site.

One plus duress alarm means a manual activation of a silent alarm signal by entering a code at an arming station that adds one to the last digit of the normal arm/disarm code (e.g. normal code = 1234, one plus duress code 1235).

Panic alarm means an audible and/or visible alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring emergency response.

Security Systems Coordinator (SSC) means a person or persons designated by the chief of police to issue alarm permits, review false alarm notifications, assist with registration of security cameras, and/or otherwise administer this ordinance.

Public safety dispatcher means police department dispatcher.

Unregistered alarm site means a site that has not complied with registration requirements set forth in this article.

Verify means an attempt by the alarm business or its representative to determine the validity of an alarm signal by contacting the alarm site or alarm user by at least two different designated telephone numbers or other electronic means before requesting a police dispatch, whether or not actual contact with a person is made, in an attempt to avoid an unnecessary alarm dispatch.

Zones means the capability of an alarm system to separate and report incidents or alarms by area at the alarm site (Example: Zone 1—Front Door Contact; Zone 2—Front Entry Motion Detector).

Sec. 11-2. – Fines and Penalties

(a) An alarm user shall be subject to warnings, fines, and other penalties depending on the number of false alarm notifications (FAN) emitted from an alarm system within a 12-month period based upon the following schedule:

(1) First and second FAN for registered active sites, no fine, warning only.
(2) Third and fourth FAN, $50.00 fine.
(3) Fifth FAN, $75.00 fine.
(4) Sixth or more FAN, $100.00 fine per occurrence, and the alarm permit shall be placed in inactive status.

(b) Any alarm user or person operating a nonpermitted or unregistered alarm system shall be subject to a citation and assessment of a $100.00 fine, in addition to the penalty for the designated FAN occurrence as set forth in subsection (a) of this section.

(c) Any alarm user of a registered site placed in inactive status shall be subject to penalties as set forth in subsection (a) of this section, plus an additional penalty of $50.00 for each FAN occurrence.

(d) A false alarm awareness class may be offered by the SSC. Upon successful completion of the class, an alarm user's first fine may be waived.

(e) After four unexcused FANS, as evidenced by written or electronic notification from the SSC, an alarm user, apartment owner or property manager (or his representative) must respond to any subsequent alarm notification and make contact with the responding police officer at the alarm site. Failure to comply with the provisions of this subsection shall constitute a violation of this article.

(f) An alarm business, or any person performing services on behalf of an alarm business, may be subject to a fine of $50.00 for any FAN caused by such alarm business or person performing services on behalf of the alarm business.

(g) Failure to renew the alarm permit within 30 days of the anniversary date of the initial registration shall subject the alarm user to a fine, in addition to any administrative fee, in an amount equivalent to the initial registration fee.

(h) Commercial alarm users and alarm businesses with unpaid fines and penalties are subject to being reported to the City Clerk-Treasurer's office for business license suspension.

Section 11-3 - Violations

(a) An alarm user, owner of an alarm business, and/or person commits an offense if he/she violates by commission or omission any provision of this article that imposes upon him/her a duty or responsibility, and is subject to the general penalty provisions of Section 1-9 of this Code. Unless otherwise provided, the minimum fine for any violation of this article shall be $50.00.

(b) In addition to the provisions of subsection (a) of this section, a person commits an offense if he/she operates an alarm business within the corporate limits of the city without having first obtained required city and state licenses.

(c) In addition to the provisions of subsection (a) of this section, a person commits an offense if he/she fails to pay any fines or other penalties assessed by the SSC within 30 days of written or electronic notification.

Section 11-4- Purpose

(a) The purpose of this article is to encourage security camera system users, security alarm users and alarm businesses to register alarm systems and security camera systems with the city, maintain operational reliability of alarms and security cameras, and limit unnecessary police emergency responses to false alarms.

(b) This article governs burglary, robbery, panic and holdup alarm systems, and security camera systems; requires permits; establishes fees; provides for penalties and violations; establishes a system of administration; and encourages their proper use.

(c) Alarm and/or security camera registration is not intended to, nor shall it, create a contract, duty or obligation, either expressed or implied, of response. Any liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration and/or security camera registration, the alarm user acknowledges that public safety response may be limited by uncontrollable factors including, but not limited to, the availability of police, priority of calls, weather, traffic, or other emergency conditions.

Section 11-5- Appeals

(a) If the SSC assesses a fine or denies the issuance, renewal, or reinstatement of an alarm permit, the SSC shall send written notice of the action and a statement of the right to appeal to the affected party.

(b) The user, keyholder, or installation, servicing, and/or alarm business may appeal an assessment of a fine or the activation to inactive status of an alarm registration to the SSC by submitting, in writing, the reasons for the appeal within five business days of the date of the notice.

Section 11-6 – Alarm Business

(a) An alarm business shall maintain all licenses as required by city, state and federal law.

(b) An alarm business shall not install, service or monitor automatic voice dialers; program alarm systems to send one plus duress alarm; or install a device to activate a holdup or panic alarm with a single action, non-recessed button.

(c) Upon request, an alarm business shall provide the SSC with a customer list in a format acceptable to the SSC.

(d) An alarm business shall notify the SSC prior to any routinely scheduled maintenance or testing of an alarm system. The SSC should be notified of any urgent situations resulting in maintenance or testing as soon as possible.

(e) Alarm installation or servicing companies shall also:

(1) Install alarm system detectors to report detailed zone and detector information to the monitoring company and prevent the occurrence of false alarms;

(2) Provide written and oral instructions to alarm user on proper use and operation of alarm system;

(3) Provide a summary of this ordinance to alarm user if completing initial registration for alarm user;

(4) Provide SSC a completed alarm registration for each new installation site if completing initial registration for alarm user; and

(5) Use only ANSI/SIA CP-01 listed alarm control panels on all new installations and panel replacements or upgrades.

(f) Monitoring companies shall also:

(1) Communicate dispatch requests to the public safety dispatcher. Said dispatch request shall include alarm site address and permit number; nature of alarm (i.e. burglary, robbery, holdup, panic, audible, silent etc.); specific location of alarm at alarm site (i.e. interior or perimeter, north, south, front, back, etc.); name and estimated time of arrival of alarm user or keyholder; monitoring company operator name, I.D. number, and call-back phone number;

(2) Verify alarm activation before requesting police response, except a panic or holdup alarm activation, or where a crime-in progress has been verified by real-time audio/video surveillance of an alarm site by the monitoring company;

(3) Communicate cancellations to the public safety dispatcher; and

(4) Maintain, and make available to SSC upon request, for a period of at least 24 months following a request for police dispatch to an alarm site, records relating to the dispatch. Records must include the name, address and phone number of the alarm user, the activated alarm system zones or locations, and the time of

the request for police dispatch. Failure to provide requested records within 30 days shall be deemed a violation of this article.

Section 11-7 – Alarm permit required; application; fee; transferability; false statements

(a) A person commits a violation of this article if he operates or causes to be operated an alarm system without a valid alarm registration and permit issued by the city for each alarm site. The permit required by this article is in addition to any permit which may be required by city for the installation of an alarm system.

(b) The non-refundable, non-transferable registration or renewal fee for a permit is $25.00 a year for a residential alarm site; $35.00 a year for a small commercial alarm site; and $50.00 a year for a large commercial alarm site. The permit fee shall be submitted to the SSC by the alarm user or the alarm company within 30 days of the alarm installation, activation, possession or anniversary date for annual renewal.

(c) Each permit application must include the following information:

(1) The name of the person who will be the permit holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees assessed under this article;

(2) The classification of the alarm site as residential, small commercial or large commercial; and

(3) All other information required by the SSC.

(d) Any false statement of a material matter made by an applicant or alarm business for the purpose of obtaining an alarm permit shall be sufficient cause for refusal to issue a permit and shall constitute a violation of this article.

(e) An alarm permit shall not be transferred to another person or location.

(f) An alarm user shall inform the SSC of any change that alters any information listed on the permit application.

(g) All fees owed by an applicant must be paid before a permit may be issued.

Section 11-8 – Multi-unit Alarm Systems

(a) If an alarm system is the responsibility of the individual tenant in a multi-unit complex, the tenant is the alarm user and shall be responsible for permit

registration and renewal, and the payment of any fines, fees and other penalties associated therewith.

(b) If the alarm system in a unit is provided by the multi-unit complex (i.e. an amenity), the complex owner or property manager is the alarm user and shall be responsible for permit registration and renewal, and the payment of any fines, fees and other penalties associated therewith, regardless as to whether the unit is occupied or not.

(c) The name of the multi-unit complex, building number, and unit number must be provided to register, renew and/or modify the status of alarm permits.

(d) The owner or property manager of a multi-unit complex shall obtain a separate commercial alarm permit for any alarm system operated in a non-residential area of the multi-unit complex, including but not limited to common tenant buildings and areas, offices, and storage and equipment areas and buildings.

(e) At the discretion of the SSC, a single alarm registration and permit may be allowed for a commercial non-residential multi-unit building or complex if all units or buildings are served by one alarm system and located at the same physical address.

(f) If commercial multi-unit buildings or complexes have separate physical addresses or are served by separate alarm systems, a permit shall be required for each alarm site.

Section 11-9 – Proper alarm system operation and maintenance

(a) An alarm user shall:

(1) Maintain the premises and the alarm system in good working order and in a manner that will minimize or eliminate false alarm notifications;

(2) Pay all administrative fees and penalties associated with the operation and maintenance of the alarm system;

(3) Respond or cause the keyholder to appear at the system's location within one hour, when notified by the city, to deactivate a malfunctioning alarm system, to provide access to the premises, and/or to provide alternative security for the premises;

(4) Not activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report;

(5) Provide the alarm installation and/or monitoring company with the alarm system permit number; and

(6) Notify the SSC within 30 days if the alarm system is disconnected or terminated; the permitted alarm user or business moves; or the alarm site is sold.

(b) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm audible or visible on the exterior of an alarm site will be actuated for no longer than ten minutes after being activated.

(c) An alarm user shall not contract to retain an alarm business that does not comply with the requirements of this article or is not licensed by the city or state.

(d) This section applies to all alarm sites, including alarm systems that are self-installed, self-monitored or proprietary.

Section 11-10 – Records

In the interest of public safety, all information submitted through the alarm registration process, records relating to alarm dispatch requests, applications for appeals, and all security camera video recordings and photographs shall be designated confidential, proprietary and safety sensitive and shall be maintained by the police department and not disseminated unless otherwise required by state or federal law.

Section 11-11 – Public Safety Office

(a) If there is a reason to believe that an alarm system is not being used or maintained in a manner that ensures proper operation and suppresses false alarms, the SSC may require a conference with an alarm user, keyholder and/or the alarm business responsible for maintenance, repair or monitoring of the alarm system to review the circumstances of each false alarm. Failure to attend the required conference shall constitute a violation of this article.

(b) Upon receipt of registration form and applicable registration fee, the SSC shall register the applicant unless assessed fines or administrative fees have not been paid; or an alarm site permit has been marked inactive and the violation causing such has not been corrected.

(c) The SSC shall notify the alarm user electronically or in writing of the date and time of the false alarm; the amount of the assessed fine; and the number of false alarms at the site to date.

(d) The SSC may require an alarm user to modify his alarm system or change how dispatches are requested to conform with this ordinance. Failure to make required modifications shall constitute a violation of this article.

Section 2. All remaining sections of Chapter 11, Article I shall be renumbered as needed to accommodate the repeal and replacement provided by this Ordinance.

Section 3. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this Ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 4. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 5. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this _____day of September 2026.

_____

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ____ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-331-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR BATON INSTRUCTION

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Kristen Bumpas, to train clients and/or teach classes in baton twirling that encompass stretching, dancing, and hand-eye coordination at the Madison Community Center, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or her designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, including the collection of any fees or other amounts due to the City pursuant to the Agreement.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 14th day of September 2026.

_____

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

_____

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

APPROVED this ___ day of September 2026.

_____

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Kristen Bumpas, doing business as Mark Time Majorette Club, located at 135 Bentridge Drive, Meridianville, Alabama 35759, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City owns and maintains a facility known as the Madison Community Center, located at 1329 Browns Ferry Road; and

WHEREAS, the City desires to obtain the services of a professional baton twirling instructor; and

WHEREAS, Contractor is a unique provider of the services.

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

SECTION ONE: <u>SERVICES TO BE PROVIDED</u>

A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:

1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.

2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.

3. Contractor may be allowed to store his or her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor's equipment.

4. Contractor shall have access to necessary equipment and a speaker provided by the City, if necessary.

5. Contractor shall maintain an accurate roll for all classes/training he or she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.

6. The Contractor shall not allow more than ten (10) participants in any one class.

7. The Contractor's classes shall be offered to participants aged five (5) and older.

B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.

C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.

E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: <u>FEE/EXPENSE STRUCTURE</u>

The City shall charge and collect course fees of $50 per paying participant per month, with a $40 registration fee (to include baton) for new students in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: <u>INSURANCE & INDEMNIFICATION</u>

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

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

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

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

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

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

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

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
8324 Old Madison Pike
Madison, Alabama 35758

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

All notices to Contractor shall be addressed to:
Kristen Bumpas
Mark Time Majorette Club
135 Bentridge Drive
Meridianville, Alabama 35759

SECTION ELEVEN: GOVERNING LAW

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

SECTION TWELVE: IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

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

B. The failure of either party to enforce any provision of this Agreement shall not be

construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

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

City of Madison, Alabama,
a municipal corporation

By: _____
Ranae Bartlett, Mayor

Date: _____

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 _____ day of September 2026.

_____
Notary Public

Kristen Bumpas

CONTRACTOR

_____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of September 2026.

_____
Notary Public