



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**August 28, 2023**

**AGENDA NO. 2023-16-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](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor Cody Edger, Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-08-WS, dated August 14, 2023

B. Minutes No. 2023-15-RG, dated August 14, 2023

7. PRESENTATIONS AND AWARDS

8. PUBLIC COMMENTS

Public comments pertaining to agenda-related items 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](mailto: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](mailto:citycouncil@madisonal.gov)

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. **Resolution No. 2023-254-R:** Acceptance of AMIC Settlement Claim No. 059920AH in the amount of \$8,905.01, with a deductible of \$500.00, for damages caused while pursuing a suspect

- C. **Resolution No. 2023-290-R:** Providing for the disposal of personal property of negligible value (2 lots of desktop and laptop computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- D. **Resolution No. 2023-291-R:** Providing for the disposal of personal property of negligible value (2001 Jaguar S-Type 4D VIN# 3592) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- E. Approval of Purchase Order for an evaporative cooler in the amount of \$4,749.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- F. Approval of Purchase Order for closed mesh windscreen in the amount of \$1,511.10 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- G. Approval of Purchase Order for installation of fenced area for MLB storage in the amount of \$1,670.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- H. Approval of Purchase Order for batting cage lighting in the amount of \$6,751.15 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- I. Approval of payment to CDG Engineers & Associates in the amount of \$3,000.00 for professional services through July 25, 2023 on Project No. 23-008 | County Line Road and Royal Drive Extension (Invoice No. 4) (to be paid from Fund 38)
- J. Authorization to solicit bids for repairs to Main Street Café as a result of the fire that occurred on June 29, 2023
- K. Approval to accept donations from M.C. Flurer in the amount of \$25.00, and L. Tucker in the amount of \$30.00 (to be deposited into Senior Center Donation account)
- L. Approval to accept anonymous donation paid directly to Safe Haven for the installment of an infant safe box at Fire Station No. 1 (estimated cost of between \$11,000 and \$16,000)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

- A. **Resolution No. 2023-238-R:** Reappointing Presiding Municipal Judge Thomas Parker, Jr. and Associate Municipal Judge Aaron Ryan

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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](mailto: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](mailto:citycouncil@madisonal.gov).

- A. Resolution No. 2023-259-R: Ascertaining, fixing, and determining the amount of assessment to be charged as a weed lien for 180 Dusty Trail (\$669.70 to be assessed)

## 13. DEPARTMENT REPORTS

### **COURT**

- A. Proposed Ordinance No. 2023-261: Amending the Municipal Court's Schedule of Fines to include new offenses enacted by the Alabama Legislature (First Reading 08/14/2023)

### **ENGINEERING**

- A. Resolution No. 2023-260-R: Authorizing a Professional Services Agreement with Mullins, LLC in an amount not to exceed \$2,800.00 for legal descriptions and exhibits for temporary construction easement on Project No. 23-021 | Kyser Greenway (to be paid from Engineering Department budget)
- B. Resolution No. 2023-267-R: Designating a Transportation Plan for gas tax funds to be used for the construction of a new bridge located on Wall Triana Highway (\$360,000 estimated for 2024 Fiscal Year)
- C. Resolution No. 2023-273-R: Authorizing a Professional Services Agreement with S&ME, Inc in an amount not to exceed \$34,180 for environmental consulting services related to outfall inspections (to be paid from Engineering stormwater budget)
- D. Resolution No. 2023-276-R: Acceptance of Barnett's Crossing Phase 1 into the City of Madison Maintenance Program
- E. Resolution No. 2023-278-R: Authorizing an agreement for the owner of property located at 102 Castleberry Court to indemnify the City for any damages and/or changes to a retaining wall placed in the City's easement.
- F. Resolution No. 2023-281-R: Authorizing a Professional Services Agreement with TTL, Inc. in an amount not to exceed \$22,250.00 for development of construction plans for floodway fill removal at 180 Rainbow Glen Circle (to be paid from Engineering Department budget)

### **FIRE & RESCUE**

- A. Resolution No. 2023-284-R: Authorizing a contract with Safe Haven for the installation of an Infant Safe Box to be installed at Fire Station No. 1 (\$300 a year after installation to perform at no cost to the City)

### **LEGAL**

- A. Resolution No. 2023-282-R: Authorizing a quitclaim deed to Vardan, LLC in property located at 8721 Madison Boulevard for the purpose of clearing question to title for Wyndam Garden Inn sale.

### **PLANNING**

- A. Proposed Ordinance No. 2023-180: Vacation of floodplain easement located within Common Area 4 and Lots 27, 65-82, and 91-96 of the Acadia at Arlington Park Subdivision (First Reading 08/14/2023)

- B. **Proposed Ordinance No. 2023-246:** Vacation of utility and drainage easement located within Lot 3 of Heritage Hills, Phase 1, Subdivision (First Reading 08/14/2023)
- C. **Resolution No. 2023-274-R:** Authorizing a Permissive Use Agreement for the placement of a sign for Town Madison and BJ's Wholesale Club, Inc. in the City's right-of-way along Graphics Drive
- D. **Resolution No. 2023-275-R:** Setting a public hearing for the vacation of undeveloped right-of-way on Griggs Road and Concord Drive (First Publication 9/6/2023, Second Publication 9/13/2023, Third Publication 9/20/2023, Fourth Publication 9/27/2023, Public Hearing 10/9/2023)

#### **PUBLIC WORKS**

- A. **Proposed Ordinance No. 2023-164:** Amending the Grounds Regulations for cleaning, restoring headstones in the City of Madison Municipal Cemeteries (First Reading)

#### 14. ADDITIONAL 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](mailto: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](mailto:citycouncil@madisonal.gov)

#### 15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

#### 16. ADJOURNMENT

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

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



**MINUTES NO. 2023-08-WS  
PUBLIC WORK SESSION OF THE CITY COUNCIL  
OF THE CITY OF MADISON, ALABAMA  
August 14, 2023**

The Madison City Council met for a public work session on Wednesday, August 14, 2023, at 4:00 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 4:00 p.m. by Council President Ranae Bartlett.

**The following Council Members were in attendance:**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Fire Chief David Bailey, Police Chief Johnny Gandy, Director of Development Services Mary Beth Broeren, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, and City Engineer Michael Johnson

**REDISTRICTNG PRESENTATION**

Slaughter and Associates Urban Planning Consultant Mike Slaughter and Planner Richard Donovan presented the information regarding the upcoming changes with the redistricting. The first plan presented was the benchmark plan which has the current council districts that were developed based on the 2010 decennial census, and the 2020 census block which shows to be out of balance from the one person one vote principal. The next chart shared was Plan 1 which shows an equal balance with the one person one vote principal. Mr. Slaughter explained that since the last meeting, input has been received from council regarding some changes.

Mr. Donovan shared the changes geographically between Plan 1 and 2. He expressed the biggest changes made were taking District 6 back to what it was and adding population to the west which caused part of District 5 to go into District 7, and into a part that was District 1. He expressed that part of District 1, 2 and 4 moved into Limestone County. Mr. Donovan explains that the overall outcome that took place was things shifted to the west to account for the new population growth.

Council Member Seifert asked Mr. Slaughter why he revised the plan. Mr. Slaughter responded that the Director of Development Services Mary Beth Broeren emailed him with some changes based on input from council members and citizens. Council Member Seifert reiterated his question as to why the changes and shared that he liked the original plan. He also shared that at the end of the day it's up to what the citizens want. Council Member Seifert pointed out that Council Member Spears had a valid point at the last council meeting relating to the districts and under sizing the districts with the most potential for growth. He stated that those are the districts that need headroom to grow.

The Preliminary Redistricting Plan Two presentation was shared and some of the highlights included:

- Overall population
- Voting age population
- Ideal population
- Graph of balanced districts

Council President Bartlett shared that the citizens have also echoed exactly what the council is pointing out pertaining to the growth areas being reduced in number from the first plan. She pointed out that's the changes between the first and second plan. Council President Bartlett opened the floor for the council members to ask Slaughter and Associates questions or suggestions about the projected plans to consider if the plan needs to be changed. Some of the implemented suggestions discussed were:

- Keeping neighborhoods together
- Council district in Limestone County
- Comparison of plans
- Districts with potential growth
- Many preliminary plans

Council President Bartlett suggested the public share if there were any observations or suggestions, they would like to be taken into consideration that had not been considered with the Plan 2 map: The public suggestions included:

- Plan two, ideal
- Professionals select the appropriate redistricting
- Having a district that encompasses Limestone County

Mr. Slaughter pointed out that Plan 2 transforms the current two Limestone County representatives into three which he believes is a positive. He also shared that if the new plan that has been tweaked and highlighted is desired, it could be updated, and a hard copy could be sent over to review for plan three. City Attorney Brian Kilgore reiterates that after looking at the code section the code states that the new plan would not take effect until the next election in 2025.

## **ADJOURNMENT**

Having no further business to discuss, the work session adjourned at 5:17 p.m.

Minutes No. 2023-08-WS, dated August 14, 2023, read, approved and adopted this 28th day of August 2023.

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Council Member Maura Wroblewski  
District One

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Council Member Connie Spears  
District Two

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Council Member Teddy Powell  
District Three

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Council Member Greg Shaw  
District Four

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Council Member Ranae Bartlett  
District Five

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Council Member Karen Denzine  
District Six

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Council Member John Seifert  
District Seven

Concur:

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Paul Finley, Mayor  
Attest:

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Lisa D. Thomas  
City Clerk-Treasurer

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Kerri Sulyma  
Recording Secretary



**MINUTES NO. 2023-15-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
August 14, 2023**

*The meeting was broadcast live on Wow! Channel 42 and online streaming at [www.madisonal.gov/viewmeetings](http://www.madisonal.gov/viewmeetings). Anyone who did not want to attend the meeting in person, but wanted to participate in Public Comments or Hearings were encouraged to contact the City Clerk or Mayor's Office via telephone or email to submit comments or questions, or text the word "Comment" to 938-200-8560*

The Madison City Council met in regular session on Monday, August 14, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor J.C. Hopkins from Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, Director of Parks & Recreation Kory Alfred, Director of Development Services Mary Beth Broeren, Director of Human Resources Megan Zingarelli and Building Director Dustin Riddle

Public Attendance registered: Margi Daly, Mark Lambert, Bebe Oetjen, Bernadette Mayer, Jocelyn Broer, Greg Fields, Dee Voelkel, Mary Lynn Wright, Joe Taylor, Stefani Williams, Amy George, Sarah Savage Jones

**AMENDMENTS TO AGENDA**

None

## **APPROVAL OF MINUTES**

### **MINUTES NO. 2023-07-WS, DATED JULY 19, 2023**

Council Member Spears moved to approve Minutes No. 2023-07-WS. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

### **MINUTES NO. 2023-14-RG DATED JULY 24, 2023**

Council Member Wroblewski moved to approve Minutes No. 2023-14-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

## **PRESENTATIONS AND AWARDS**

### **HUNTSVILLE-MADISON FOUNDATION-CANINES FOR COPING PROGRAM NEW DOG**

Spokesperson for the Huntsville-Madison Canine Coping Program thanked Mayor Finley and Council for their support. Joe Taylor was introduced as the dog's handler and Stephanie Williams was introduced as manager of the Canines for Coping program for the Huntsville Hospital system. The dog named Apple was introduced. Apple has brought joy and has made a tremendous difference with patients, family members, and employees at Madison Hospital. Council Member Wroblewski stated the program is a huge blessing for the community. Council President Bartlett asked the spokesperson how the community could support the program. The spokesperson shared the Canines for Coping website as well as the Huntsville Foundation website. Council Member Spears shared her personal experience with Apple and a family member in Madison Hospital and what a positive difference it made.

## **PUBLIC COMMENTS-AGENDA RELATED**

*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](mailto: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](mailto:citycouncil@madisonal.gov).*

#### **BEBE OETJEN (DISTRICT 7)**

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

- Resolution No. 2023-252-R: Concern on the cost of the weather notification system
- Resolution No. 2023-245-R: Approving appropriations.

#### **BERNADETTE MAYER (DISTRICT 5)**

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

- Invoice to Barge Design Solutions, wants clarity of Engineering project
- Draw #1 to Enfinger Development of Madison Branch Boulevard roundabout; concern of costs on cable and street lighting
- Resolution No. 2023-245-R: disagree with policy change
- Resolution No. 2023-266-R: confused on need for software upgrade
- Building Resolution No. 2023-248-R: disagrees to CMS renewal
- Recreation Resolution No. 2023-252-R: Concerns of weather notification system

#### **MARGI DALY (DISTRICT 6)**

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

- Payments to S&ME and Barge Design
- Denied of public records requests she submitted
- Payment to Enfinger Development on Madison Branch roundabout, questioning what Draw #1 entails
- Resolution No. 2023-245-R: disagrees with change policy
- Costs for Resolution No. 2023-258-R; Resolution No. 2023-264-R; and Resolution No. 2023-271-R than fixing street lighting
- Resolution No. 2023-266-R: opposed to additional costs for software upgrade
- Resolution No. 2023-248-R: opposed to renewal agreement
- Proposed Ordinance No. 2023-180: concerned of flooding in neighborhoods
- Resolution No. 2023-252-R: Recreation weather system not needed

#### **JEFFREY JOHNSON (DISTRICT 4)**

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



- Resolution No. 2023-252-R: concerned of cost and liability for recreation weather notification system

### **CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council Member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order. Council Member Denzine asked who will maintain the sod installed at the Gillespie roundabout. Council Members advised it will be maintained by the city. Council Member Seifert clarified a question about Draw #1 to Enfinger Development, LLC for construction at Madison Boulevard roundabout which is them receiving their first payment. Council Member Spears explained Resolution No. 2023-245-R is basically the same process but would no longer require excess documents that are not necessary to decide for approval.

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

General Operating account	\$2,244,204.36
1/2 Cent Capital Replacement	\$202,755.39
1/2 Cent Infrastructure	\$1,780.03
Gasoline Tax & Petroleum Inspection fees	\$15,911.61
TVA Tax	\$2,888.91
Street Repair and Maintenance	\$5,106.02
Library Building Fund	\$7,298.54
Water Distribution and Storage	\$7,120.15
1/2 Cent Reserve	\$3,560.10

Regular and periodic bills to be paid

Approval of payment to S&ME, Inc. in the amount of \$26,096.17 for civil engineering design services completed to date on CIP No. 15-021 Balch Road Improvements (Invoice No. 1190198 Payment No. 13, Res. 2017-217-R, Res. 2018-307-R, Res. 2019-345-R, and Res. 2020-302-R) (to be paid from 2015-A Bond)

Authorization of partial payment to Barge Design Solutions, Inc. in the amount of \$20,147.29 on Project No. 19-047 | Wall Triana and I-565 Improvements (Invoice No. 212661, PO No. 2023-1093, May 27, 2023 - June 30, 2023) (to be paid from 2015-A Bond account)

Authorize reimbursement payment (Draw #1) to Enfinger Development, LLC in the amount of \$282,906.55 for construction of the Madison Branch Boulevard/Hardiman Road roundabout (to be paid from Fund 38)

**Resolution No. 2023-245-R:** Adopting a revised policy for appropriations to outside agencies

**Resolution No. 2023-251-R:** Accepting a settlement in the amount of \$35,000.00, minus \$1,000 deductible, from Alabama Municipal Insurance Corporation for Claim No. 059721CG (damage that occurred on March 20, 2023, to traffic signal/pre-emption system at Zierdt Road and Madison Boulevard)

**Resolution No. 2023-264-R:** Authorizing expenditures for placement of sod at the Gillespie Roundabout (\$1,500 to be paid from Council Special Projects Fund)

**Resolution No. 2023-258-R:** Appropriating funds to the Madison Police Advisory Committee for brochures to be distributed at the Madison Street Festival in the amount of \$1,153.08 (to be paid from the Council Special Projects Fund)

**Resolution No. 2023-266-R:** Authorizing contract with Red Sage for software upgrade in an amount not to exceed \$6,000 (to be paid from Planning & Economic Development budget)

**Resolution No. 2023-271-R:** Authorizing purchase of winter holiday decorations not to exceed \$27,000 (to be paid from Council Special Projects Fund)

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

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

Motion carried.

## **PRESENTATION OF REPORTS**

### **MAYOR PAUL FINLEY:**

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

- The redistricting meeting was held today at 4pm; Slaughter and Associates received input from Council and the community. Hopefully to have a public hearing October 9
- Looking at October 23 for Council vote of approval on the new districts to become effective in 30 days. City Attorney Brian Kilgore advised after review of the statute it specifically states that it does not become effective until the next election. Mayor Finley responded that Districts would stay the same until 2025 and we'll know what the new districts will be Oct 23
- "Celebrate Madison" is this Thursday night at Toyota Field at 6 pm concluding with a fireworks

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Shared her condolences for the loss of Council Member Spears mother and Council Member Denzine's husband
- Last concert in the park this Friday at 7pm, performance by Kelly Joiner

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Thanked Council Member Wroblewski for pointing out the Senior Life magazine which is available at Kroger and the Library. It has an article from TARCOG (Top of Alabama Regional Council of Governments) regarding back-to-school tips for grandparents
- Just recently TARCOG donated one of their retired vehicles to Madison City Schools to assist students at James Clemens High School to utilize for appointments.
- The city has a great partnership with TARCOG and their commitment to the North Alabama District

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

Absent

**COUNCIL DISTRICT NO. 4 GREG SHAW**

Absent

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT****RESOLUTION NO. 2023-256-R: AUTHORIZING THE ARCHIVING AND STREAMING OF THE AUGUST 14, 2023 WORK SESSION MEETING**

Council Member Wroblewski moved to approve Resolution No. 2023-256-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Attended a regional collaboration meeting at the Cook Museum with Launch 23-5 on July 26<sup>th</sup>. Director of Developmental Services Mary Beth Broeren was recognized from the presenters for her work with developers on the 'Singing River Trail' project.
- July 27 attended a Korean War Veterans Luncheon. July 27 was the 70th anniversary of the Korean Armistice signing
- Expressed condolences for Council Member Spears and Council Member Denzine for the loss of their family member and will continue to lift them up in prayer
- August 16 at 10am will be a ribbon cutting for the reopening of Main Street Café

#### **COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Madison Police Advisory Committee meeting at the Library on August 22 at 6pm with a presentation about School Resource Officers and to answer questions
- Expressed her appreciation for all the compassion and care offered and received to her family for the loss of her husband

#### **COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Recreation Department currently having registration for the basketball program
- Interested in hearing more about the weather alert notification from Recreation Department

#### **BOARD/COMMITTEE APPOINTMENTS**

None

#### **PUBLIC HEARINGS**

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

#### **RESOLUTION NO. 2023-265-R: REQUEST FOR AN ON-PREMISES BEER AND WINE LICENSE FROM MISO HAPPY LLC., DOING BUSINESS AS MISO HAPPY, FOR THEIR LOCATION AT 104 INTERCOM DRIVE**

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

owner is not here in attendance. Council President Bartlett opened the floor for public comments regarding this request. City resident Margi Daly requesting mapping of all new and existing liquor licenses and not having them near a school. With no other questions or comments Council President Bartlett closed public comments

Council President Bartlett asked if there were any other questions from Council. With none, Council Member Wroblewski moved to approve Resolution No. 2023-265-R. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

## **DEPARTMENTAL REPORTS**

### **BUILDING**

#### **RESOLUTION NO. 2023-248-R: AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH CENTER FOR MUNICIPAL SOLUTIONS (CMS) FOR TECHNICAL REVIEW OF CELL TOWER PERMITTING.**

Council Member Wroblewski moved to approve Resolution No. 2023-248-R. Council Member Spears seconded. Council Member Seifert asked what all goes into the technical review. Building Director Dustin Riddle replied they do load and structure analysis of new and existing towers to make sure out of the fall zone of any structure and if any new and existing antennas is added it can handle the load. The vote was taken and recorded as follows:

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

Motion carried.

### **COURT**

#### **PROPOSED ORDINANCE NO. 2023-261: AMENDING THE MUNICIPAL COURT'S SCHEDULE OF FINES TO INCLUDE NEW OFFENSES CREATED BY THE ALABAMA LEGISLATURE (FIRST READING)**

This is a first reading only

**ENGINEERING****RESOLUTION NO. 2023-236-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GTEC, LLC IN AN AMOUNT NOT TO EXCEED \$17,550.00 FOR A GEOTECHNICAL ENGINEERING STUDY ON PROJECT NO. 23-019 | SPENCER GREEN – SUBGRADE EVALUATION (TO BE PAID FROM ENGINEERING BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-236-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-247-R: AUTHORIZING THE PURCHASE OF PROPERTY FOR BROWNS FERRY ROAD CULVERT PROJECT IN THE AMOUNT OF \$4,500 (TO BE PAID TO THE HERITAGE STATION HOA)**

Council Member Spears moved to approve Resolution No. 2023-247-R. Council Member Seiferft seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-255-R: AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, FOR CONSTRUCTION, ENGINEERING AND INSPECTION SERVICES ON PROJECT 19-047 | WALL TRIANA HIGHWAY FROM GRAPHICS DRIVE TO I-565 (ATRIP ATRIP2-45-2020-327) IN AN AMOUNT NOT TO EXCEED \$117,244.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-255-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Absent

Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**RESOLUTION NO. 2023-270-R: AWARD BID FOR PROJECT 2023-006-ITB, DOWNTOWN DITCH DRAINAGE IMPROVEMENT, TO GRAYSON CARTER & SON CONTRACTING, INC., IN THE AMOUNT OF \$114,253.13 (TO BE PAID FROM 10-150-000-2951-00 - ENGINEERING DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-270-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

**HUMAN RESOURCES**

**RESOLUTION NO. 2023-262-R: AUTHORIZING CHANGES TO THE CITY'S JOB CLASSIFICATION PLAN**

Council Member Wroblewski moved to approve Resolution No. 2023-262-R. Council Member Spears seconded. Council Member Wroblewski thanked Director of Human Resources Megan Zingarelli and her staff considering these positions that are very hard to fill. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-263-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH EVERGREEN SOLUTIONS, LLC, TO CONDUCT A CLASSIFICATION AND COMPENSATION STUDY IN THE AMOUNT OF \$42,500 (TO BE PAID FROM H.R. DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2023-263-R. Council Member Spears seconded. Council Member Denzine expressed appreciation for this study and

believes it will help the retention and finding new employees. The vote was taken and recorded as follows:

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

Motion carried.

## **LEGAL**

### **PROPOSED ORDINANCE NO. 2023-240: AUTHORIZING MADISON UTILITY'S REQUEST TO DISPOSE OF .0007-ACRE PROPERTY ON WALL-TRIANA HIGHWAY NO LONGER BEING UTILIZED (FIRST READING 07/24/2023)**

Council Member Spears moved to approve Ordinance No. 2023-240. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

## **PLANNING**

### **PROPOSED ORDINANCE NO. 2023-241: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY BRIAN AND KELLEY HAYES LOCATED AT 29396 TRIBBLE ROAD (FIRST READING)**

This is a first reading only

### **RESOLUTION NO. 2023-242-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2023-243; ZONING CERTAIN PROPERTY OWNED BY BRIAN AND KELLEY HAYES LOCATED AT 29396 TRIBBLE ROAD TO R-1A (LOW DENSITY RESIDENTIAL DISTRICT) UPON ANNEXATION (FIRST PUBLICATION 8/23/2023, SYNOPSIS 8/30/2023, PUBLIC HEARING 9/25/2023)**

Council Member Wroblewski moved to approve Resolution No. 2023-242-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye



Council Member Teddy Powell	Absent
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

**PROPOSED ORDINANCE NO. 2023-180: VACATION OF FLOODPLAIN EASEMENT LOCATED WITHIN COMMON AREA 4 AND LOTS 27, 65-82, AND 91-96 OF THE ACADIA AT ARLINGTON PARK SUBDIVISION (FIRST READING)**

This is a first reading only

**PROPOSED ORDINANCE NO. 2023-246: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 3 OF HERITAGE HILLS-PHASE 1 SUBDIVISION (FIRST READING)**

This is a first reading only

**POLICE**

**RESOLUTION NO. 2023-244-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH STERICYCLE, INC. FOR MONTHLY SHREDDING SERVICES IN THE AMOUNT OF \$130 PER MONTH (TO BE PAID FROM POLICE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2023-244-R. Council Member Denzine seconded. Mayor Finley asked if this can be coordinated with the City Clerk-Treasurer if they need shredding done also. City Clerk-Treasurer Lisa D. Thomas stated we currently have a company we have been using. Mayor Finley asked what the costs were. City Clerk-Treasurer Lisa D. Thomas replied the cost is \$250 for (6) large full bins along with a smaller bin in our office, they are only called after completion of annual destruction schedule. Council Member Wroblewski commented it would be one time for the majority of their destruction. Mayor Finley stated we'll coordinate with both. The vote was taken and recorded as follows:

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

Motion carried.

**RECREATION**

**RESOLUTION NO. 2023-252-R: APPROVING THOR GUARD WEATHER NOTIFICATION SYSTEM FOR DUBLIN AND PALMER PARKS IN THE AMOUNT OF \$86,470 (TO BE PAID FROM RECREATION DEPARTMENT BUDGET)**

Director of Parks & Recreation Kory Alfred explained the difficulty of notifying citizens to clear or close parks, pools and other events when severe weather is approaching. The weather notification is site specific and beneficial with all the features.

Council Member Wroblewski moved to approve Resolution No. 2023-252-R. Council Member Spears seconded. Mayor Finley asked how citizens will be alerted. Director of Parks & Recreation Kory Alfred stated a speaker is in the park and a siren will be triggered automatically, also an App will be on staff's phone eliminating decision making. President Renae Bartlett inquired staff will be trained when a siren goes off to clear the fields. Mayor Finley commented that this process would be explained at coaches and parent meetings of what to expect and follow for safety reasons. Council Member Seifert with the multiple fields at both parks is essential to clear. Council Member Wroblewski asked how many sirens are there. Director of Parks & Recreation Kory Alfred stated Palmer Park would have two and Dublin one and the sirens would be set during park hours. Council Member Denzine asked why this weather system was picked. Director of Parks & Recreation Kory Alfred replied that this system is predictive instead of reactive. Council Member Denzine asked if this was a yearly cost or one-time fee. Director of Parks & Recreation Kory Alfred advised a one-time fee, the only additional expense would be the battery every 7 years after. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2023-253-R: AUTHORIZING THE PURCHASE OF MATERIALS FOR AIR SUPPORTED STRUCTURE FROM ARIZON BUILDING SYSTEMS IN THE AMOUNT OF \$15,250 (TO BE PAID FROM RECREATION DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2023-253-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

## **PUBLIC COMMENTS**

### **BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION**

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

- Appreciates explanation on weather system from Recreation Department
- Involve Police to assist clearing citizens from fields rather than park staff
- Concerned with city development, flooding and drainage easements
- Mapping for liquor licenses

### **GREG FIELDS (UNKNOWN DISTRICT)**

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

- Upset about a book his son brought home from Madison Elementary School and read some excerpts from the book to Council.

Council Member Spears asked Mr. Fields if he had spoken with the School Board and Superintendent. Inaudible response from Mr. Fields. Council Member Wroblewski asked Mr. Fields for the name of the book. Mr. Fields replied (Inaudible - goes to Birmingham) commented wanted the book out of the school and it portrays bullying.

### **BEBE OETJEN (DISTRICT 7)**

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

- Concern of shredding expense
- Opposed of agenda approval for Enfinger Development, LLC
- Upset about the cost of sod at roundabout when city denied her sod at cemetery lot where husband was buried, then eventually installed sod
- Opposed of cost for winter decorations for Downtown Madison and not enough parking spaces
- No fence causing trash blown into cemetery
- Questioned how far lighting is detected from weather system
- Excessive recreation expenses

### **MARGI DALY (DISTRICT 6)**

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

- Opposed to Recreation weather system
- Thanked Council Member Seifert and Mayor Finley for answering her questions
- Inquisitive about change over and first draw to Enfinger
- Upset regarding her rights under the 1st and 14th Amendments of the Constitution

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

Council Member Wroblewski asked about the next work session meeting. President Ranae Bartlett advised there will be one next week and send out an agenda.

**ADJOURNMENT**

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

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

Motion carried.

The meeting was adjourned at 7:15 p.m.

Minutes No. 2023-15-RG, dated August 14, 2023, read, approved and adopted this 28<sup>th</sup> day of August 2023.

---

Council Member Maura Wroblewski  
District One

---

Council Member Connie Spears  
District Two

---

Council Member Teddy Powell  
District Three

---

Council Member Greg Shaw  
District Four

---

Council Member Ranae Bartlett  
District Five

---

Council Member Karen Denzine  
District Six

---

Council Member John Seifert  
District Seven

Concur:

---

Paul Finley, Mayor

Attest:

---

Lisa D. Thomas  
City Clerk-Treasurer

---

Lisa Ritz  
Recording Secretary

**RESOLUTION NO. 2023-254-R**

**WHEREAS**, on May 25, 2023, at 1:01 p.m. which loss upon the best knowledge and belief of insured was caused by pursuing a suspect. Officer drove through the hedge row, causing vehicle damage.

**WHEREAS** the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$8,905.01, with a deductible of \$500.00, the full and final settlement of \$8,405.01.

**NOW, THEREFORE, BE IT RESOLVED** that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$8,905.01, with a deductible of \$500.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$8,405.01. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

**READ, PASSED, AND ADOPTED** this 28<sup>th</sup> day of August, 2023

---

***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of August, 2023

---

***Paul Finley, Mayor***  
**City of Madison, Alabama**

**RESOLUTION NO. 2023-290-R**

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

<b>QUANTITY</b>	<b>DESCRIPTION</b>
1	Lot of Laptop Computers
1	Lot of Desktop Computers

;and

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

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

**READ, APPROVED, and ADOPTED** this 28<sup>th</sup> day of August 2023.

\_\_\_\_\_  
*Ranae Bartlett, City Council President*  
 City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this 28<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
 City of Madison, Alabama



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 04675

(Existing Assets Number)

#### Section 2

Date: 7/13/2023Department: ITItem Description: Gateway M350WVNSerial/Model #: BDDW 35271232New: ☐Used: ☒Location: IT Storage 2014

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) CL/CLDate: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

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. none

(Existing Assets Number)

#### Section 2

 Date: 10/27/23

 Department: IT

 Item Description: Dell Latitude D620

 Serial/Model #: 7C86TB1

 New: ☐

 Used: ☒

 Location: IT Storage 2010

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

 Signature: (Department Head or Designee) Chris White

 Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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 Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

05111

(Existing Assets Number)

#### Section 2

Date: 6/27/23

Department: IT

Item Description: Dell Latitude D820

Serial/Model #: 2755KCL

New: ☐Used: ☒

Location: IT Storage 2016

Vendor Name: Dell

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee)

Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer

Date

COMMENTS: \_\_\_\_\_

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Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. none

(Existing Assets Number)

### Section 2

Date: 6/27/23Department: ITItem Description: Dell VostroSerial/Model #: G7PV7N1New: ☐Used: ☒Location: IT Storage 200

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

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. none

(Existing Assets Number)

#### Section 2

 Date: 6/27/23

 Department: IT

 Item Description: Dell Latitude D620

 Serial/Model #: 6H7R4C1

 New: ☐ Used: ☒

 Location: IT Storage 206

 Vendor Name: Dell

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

 Signature: (Department Head or Designee) [Signature]

 Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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 Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 05043  
(Existing Assets Number)

### Section 2

Date: 6/27/23 Department: IT  
Item Description: Dell Latitude D820  
Serial/Model #: 13CK2B1 New: ☐ Used: ☒  
Location: IT Storage 206 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ 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.

Chris White  
Signature: (Department Head or Designee)

7/27/23  
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. 05227  
(Existing Assets Number)

#### Section 2

Date: 6/27/23 Department: IT  
 Item Description: Dell Latitude D820  
 Serial/Model #: D51DCD1 New: ☐ Used: ☒  
 Location: IT Storage 2000 Vendor Name: Dell  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ 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.

Chris White  
Signature: (Department Head or Designee)

7/27/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

000342

(Existing Assets Number)

#### Section 2

Date:

6/20/23

Department:

IT

Item Description:

Dell Latitude E6500

Serial/Model #:

L2XKZHM1

New:

Used:

☒

Location:

IT Storage 206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Chris White

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

 Capital Assets Tag No. None

(Existing Assets Number)

#### Section 2

 Date: 10/28/23

 Department: I.T.

 Item Description: Dell Latitude D620

 Serial/Model #: 31QNNC1

 New: ☐

 Used: ☒

 Location: IT 2010

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

 Signature: Chris White  
 (Department Head or Designee)

 Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. none  
(Existing Assets Number)

#### Section 2

Date: 6/27/23 Department: IT  
Item Description: Dell Latitude D620  
Serial/Model #: BYSPY131 New: ☐ Used: ☒  
Location: IT Storage 200 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ 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.

Chris White  
Signature: (Department Head or Designee)

7/27/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 05240  
(Existing Assets Number)

#### Section 2

Date: 6/27/23 Department: IT  
Item Description: Dell Latitude D820  
Serial/Model #: DG22FD1 New: ☐ Used: ☒  
Location: IT Storage 200 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Ch. W. H.

Date: 7/27/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

04933

(Existing Assets Number)

#### Section 2

Date:

6/27/23

Department:

IT

Item Description:

Dell Latitude D820

Serial/Model #:

J2D2031

New: ☐Used: ☒

Location:

IT Storage 286

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM0631

(Existing Assets Number)

#### Section 2

Date:

7/20/2023

Department:

IT

Item Description:

Lenovo ThinkCentre

Serial/Model #:

MT85DQP

New:

Used:

☒

Location:

IT 206

Vendor Name:

Lenovo

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

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(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 05233  
(Existing Assets Number)

### Section 2

Date: 6/27/23

Department: IT

Item Description: Dell Latitude D. 820

Serial/Model #: 8G72FD1

New: ☐ Used: ☒

Location: IT Storage 206

Vendor Name: Dell

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

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 06715  
(Existing Assets Number)

#### Section 2

Date: 7/6/2023 Department: IT  
Item Description: Dell Optiplex 9010  
Serial/Model #: 2HQ26V1 New: ☐ Used: ☒  
Location: IT Storage 206 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 7/27/23

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(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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

1983

(Existing Assets Number)

#### Section 2

Date:

7/6/2023

Department:

IT

Item Description:

Lenovo Think Centre M 73

Serial/Model #:

MTQ3QLLZ

New:

Used:

☒

Location:

IT Storage 206

Vendor Name:

Lenovo

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/22/23

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(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

 Capital Assets Tag No. CM0272

(Existing Assets Number)

#### Section 2

 Date: 7/10/2

 Department: IT

 Item Description: Dell Vostro 3550

 Serial/Model #: 51X2SP1

 New: ☐ Used: ☒

 Location: IT Storage 206

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

 Signature: (Department Head or Designee) [Signature]

 Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

05245

(Existing Assets Number)

#### Section 2

Date:

7/10/2023

Department:

IT

Item Description:

Dell Latitude D820

Serial/Model #:

CH122FD1

New:

☐

Used:

☒

Location:

IT Storage 201

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM0341

(Existing Assets Number)

#### Section 2

Date:

7/6/2023

Department:

IT

Item Description:

Dell Latitude E6520

Serial/Model #:

FHC85R1

New:

☐

Used:

☒

Location:

IT Storage 2010

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM243

(Existing Assets Number)

#### Section 2

Date:

7/10/2023

Department:

IT

Item Description:

Dell Latitude E6520

Serial/Model #:

JFC85R1
New: ☐Used: ☒

Location:

IT Storage 206

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM0337

(Existing Assets Number)

#### Section 2

Date:

7/10/2023

Department:

IT

Item Description:

Dell Latitude

E6520

Serial/Model #:

4HC85R1

New:

Used:



Location:

IT Storage 206

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

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(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM0269

(Existing Assets Number)

#### Section 2

Date:

7/10/2023

Department:

IT

Item Description:

Dell Vostro 3550

Serial/Model #:

DXXZSP1

New: ☐Used: ☒

Location:

IT Storage 2016

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

05711

(Existing Assets Number)

#### Section 2

Date:

7/10/2023

Department:

IT

Item Description:

Dell Latitude D830

Serial/Model #:

4N1GKH1

New: ☐Used: ☒

Location:

IT Storage 206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 05552  
(Existing Assets Number)

### Section 2

Date: 7/10/2023 Department: IT  
Item Description: Dell Latitude D830  
Serial/Model #: 5K5TWF1 New: ☐ Used: ☒  
Location: IT Storage 200 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

03070

(Existing Assets Number)

#### Section 2

Date:

7/13/2023

Department:

IT

Item Description:

Gateway Solo 2500

Serial/Model #:

BC1099262319

New: ☐Used: ☒

Location:

IT Storage 206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Chris H. H.

Date:

7/21/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

Date: 7/13/2023Department: ITItem Description: Parasonic Toughbook CF-27Serial/Model #: 9LKSA09911New: ☐Used: ☒Location: IT Storage 200

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

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.

Chris H. H.  
 Signature: (Department Head or Designee)
Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. none  
(Existing Assets Number)

#### Section 2

Date: 7/13/2023 Department: IT  
Item Description: Panasonic Toughbook CF-30  
Serial/Model #: 7FKSA4301V New: ☐ Used: ☒  
Location: IT Storage 206 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ 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.

Chi White  
Signature: (Department Head or Designee)

7/27/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. none

(Existing Assets Number)

#### Section 2

Date: 7/13/2023Department: ITItem Description: Panasonic Toughbook CF-27Serial/Model #: 9LKSA 10204New: ☐Used: ☒Location: IT Storage 200

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

  
 Signature: (Department Head or Designee)
Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. none  
(Existing Assets Number)

#### Section 2

Date: 7/13/2023 Department: IT  
Item Description: HP Probook 4530s  
Serial/Model #: CNU1405NY9 New: ☐ Used: ☒  
Location: IT Storage 206 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 00412  
(Existing Assets Number)

#### Section 2

Date: 7/13/2023 Department: IT  
Item Description: Fujitsu Lifecycle T902  
Serial/Model #: (3101044) New: ☐ Used: ☒  
Location: IT Storage 204 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

DL387

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

Date: 7/12/2023Department: ITItem Description: Fujitsu Lifecycle T901Serial/Model #: Q2805304New: ☐ Used: ☒Location: IT Storage 2006

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_


Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

  
 Signature: (Department Head or Designee)
Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

(Existing Assets Number)

#### Section 2

Date:

Department:

Item Description:

Serial/Model #:

New:

Used:

Location:

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. none  
(Existing Assets Number)

### Section 2

Date: 7/12/2023 Department: IT  
Item Description: Fujitsu Xerox T5010  
Serial/Model #: CP432180 New: ☐ Used: ☒  
Location: IT Storage 204 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Ch. U. L.

Date: 7/27/23

### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

none

(Existing Assets Number)

#### Section 2

Date:

7/12/2023

Department:

IT

Item Description:

Fujitsu Lifecycle T5010

Serial/Model #:

R9X1842170

New: ☐Used: ☒

Location:

IT Storage 2016

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

(Existing Assets Number)

#### Section 2

Date:

Department:

Item Description:

Serial/Model #:

Location:

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

06401

(Existing Assets Number)

#### Section 2

Date:

7/12/2023

Department:

IT

Item Description:

Fujitsu Lifebook T901

Serial/Model #:

Q204303

New:

Used:



Location:

IT Storage 206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. none  
(Existing Assets Number)

### Section 2

Date: 7/12/2023 Department: IT  
Item Description: Fujitsu Lijobak T901  
Serial/Model #: Q2302698 New: ☐ Used: ☒  
Location: IT Storage 206 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Ch. Lh

Date: 7/27/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

00788

(Existing Assets Number)

#### Section 2

Date:

7/12/2023

Department:

IT

Item Description:

Fujitsu Liebhak T902

Serial/Model #:

Q41Q 2622

New:

Used:



Location:

IT Storage 206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

None (MPD) 2697

(Existing Assets Number)

#### Section 2

Date:

7/12/2023

Department:

IT

Item Description:

Fujitsu Liebook 7902

Serial/Model #:

Q34030910

New: ☐Used: ☒

Location:

IT Storage 2006

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

 Capital Assets Tag No. none

(Existing Assets Number)

#### Section 2

 Date: 7/27/2023

 Department: IT

 Item Description: Fujitsu Lifebook T902

 Serial/Model #: Q3X103009

 New: ☐ Used: ☒

 Location: IT Storage

 Vendor Name: 1

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

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

 Signature: (Department Head or Designee) Ch Wh

 Date: 7/27/23

\*\*\*\*\* 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:

 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

06402  
(Existing Assets Number)

#### Section 2

Date:

7/11/2023

Department:

IT

Item Description:

Fujitsu Lifecycle T901

Serial/Model #:

Q2302099

New:

☐

Used:

☒

Location:

IT Storage 200

Vendor Name:

IT

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/27/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 00452  
(Existing Assets Number)

#### Section 2

Date: 6/11/2023

Department: \_\_\_\_\_

Item Description: Fujitsu Lifebook T902

Serial/Model #: Q3201055

New: ☐ Used: ☒

Location: IT Storage 2006

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

 Capital Assets Tag No. (MRD) 2607

(Existing Assets Number)

#### Section 2

 Date: 7/12/2023

 Department: IT

 Item Description: Fujitsu Lifebook T901

 Serial/Model #: Q2004361

 New: ☐ Used: ☒

 Location: IT Storage 200

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

 Signature: (Department Head or Designee) [Signature]

 Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

06717

(Existing Assets Number)

#### Section 2

Date:

7/20/2023

Department:

IT

Item Description:

Dell 9010

Serial/Model #:

2HR4641

Location:

IT Storage 2010

Vendor Name:

Dell

New:

☐

Used:

☒

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

7/21/23

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. none  
(Existing Assets Number)

#### Section 2

Date: 7/21/23 Department: IT  
Item Description: Xenovo ThinkCentre  
Serial/Model #: P3011 EEF New: ☐ Used: ☒  
Location: IT Storage 206 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 7/27/23

#### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. CON0643  
(Existing Assets Number)

### Section 2

Date: 4/28/23 Department: IT  
Item Description: Lenovo Think Centre M83  
Serial/Model #: MG70010TW New: ☐ Used: ☒  
Location: IT Storage #200 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 6/26/23

### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CM0650  
(Existing Assets Number)

#### Section 2

Date: 4-28-23

Department: I.T.

Item Description: Lenovo MT-M 10AS -

Serial/Model #: PB011C95 / M 10AS

New: ☐ Used: ☒

Location: I.T. Storage #306

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 4-28-23

#### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

None

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

Date: 6/28/23Department: ITItem Description: Hp Pavilion 1457cSerial/Model #: MXXD3DD29WNew: ☐Used: ☒Location: IT Storage #260

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 6/26/23

### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. none

(Existing Assets Number)

### Section 2

Date: 4/28/23Department: ITItem Description: Dell OptiPlex 990; Service tag: 3817XR1

Serial/Model #:

New: ☐Used: ☒Location: IT Storage #200

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: [Signature] (Department Head or Designee)Date: 6/26/23

### \*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*

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### 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

None

(Existing Assets Number)

#### Section 2

Date:

4/20/23

Department:

IT

Item Description:

Lenovo ThinkCentre

Serial/Model #:

MT03WKG1

New:

Used:



Location:

IT Storage #206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 001978  
(Existing Assets Number)

### Section 2

Date: 6/28/23 Department: IT  
Item Description: Lenovo ThinkCentre M73  
Serial/Model #: M73 3WL QL New: ☐ Used: ☒  
Location: IT Storage #280 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 6/26/23

### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

Date: 4/28/23Department: ITItem Description: Dell G4140 790Serial/Model #: B2B PV Q1New: ☐Used: ☒Location: IT Storage #200

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: [Signature] (Department Head or Designee)Date: 6/26/23

\*\*\*\*\*

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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 05375  
(Existing Assets Number)

#### Section 2

Date: 4/28/23

Department: IT

Item Description: Dell OptiPlex 755

Serial/Model #: DHVNKD1

New: ☐ Used: ☒

Location: IT Storage #206

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: [Signature]  
(Department Head or Designee)

Date: 6/26/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

now

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

Date:

4/28/23

Department:

IT

Item Description:

Dell OptiPlex 780, Service tag - DP2NT L1

Serial/Model #:

New: ☐Used: ☒

Location:

IT Storage #200

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee)

Date:

6/26/23

#### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 00096  
(Existing Assets Number)

### Section 2

Date: 4/28/23

Department: IT

Item Description: Dell OptiPlex 780

Serial/Model #: Service tag: 1KVFHNL / 780

New: ☐ Used: ☒

Location: IT Storage #201e

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 6/26/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

(Existing Assets Number)

#### Section 2

Date:

Department:

Item Description:

Serial/Model #:

Location:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

\*\*\*\*\*

TO BE COMPLETED BY CITY CLERK

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(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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM0383

(Existing Assets Number)

#### Section 2

Date:

4/28/23

Department:

IT

Item Description:

Dell Optiplex 990; Service Tag: 3844XR1

Serial/Model #:

New:

Used:



Location:

IT Storage #200

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\*

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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

05930

(Existing Assets Number)

#### Section 2

Date:

4/28/23

Department:

IT

Item Description:

Dell Precision T3500

Serial/Model #:

7QPNLL1

New:

☐

Used:

☒

Location:

IT Storage #206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

#### \*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

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

### Section 2

Date: 5/5/23 Department: IT  
Item Description: HP Compaq d530 Cmt  
Serial/Model #: USW41508 PRO New: ☐ Used: ☒  
Location: IT Storage #206 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Ch. [Signature]

Date: 6/26/23

### \*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 05845  
(Existing Assets Number)

### Section 2

Date: 5/5/23 Department: IT  
Item Description: Dell Precision T3500  
Serial/Model #: 2CNFTJ1 New: ☐ Used: ☒  
Location: IT Storage #200 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 6/26/23

### \*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*

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### 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

00815

(Existing Assets Number)

#### Section 2

Date:

5/5/23

Department:

IT

Item Description:

Lehavo ThinkCentre E73

Serial/Model #:

PCDILEAQ

New: ☐Used: ☒

Location:

IT Storage #200

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

Cm0623  
 (Existing Assets Number)

#### Section 2

Date:

5/5/23

Department:

IT

Item Description:

Lenovo Think Centre M92p

Serial/Model #:

MT8500K
New: ☐Used: ☒

Location:

IT Storage #204

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

001834

#### Section 1

Capital Assets Tag No.

(Existing Assets Number)

#### Section 2

Date:

5/5/23

Department:

IT

Item Description:

Lenore Think Centre E73

Serial/Model #:

PB01K9L

New:

☐

Used:

☒

Location:

IT Storage #2006

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

05239

(Existing Assets Number)

#### Section 2

Date:

6/27/23

Department:

IT

Item Description:

Dell Latitude D820

Serial/Model #:

9HZZFD1

New:

☐

Used:

☒

Location:

IT Storage 206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

\*\*\*\*\* 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:

Address:

Proceeds:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

10944

#### Section 1

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

#### Section 2

Date: 5/5/23

Department: IT

Item Description: Lenovo Think Centre, SN: PC054DZF

Serial/Model #: \_\_\_\_\_

New: ☐

Used: ☒

Location: IT Storage #206

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 6/26/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

001981

(Existing Assets Number)

#### Section 2

Date:

5/5/23

Department:

IT

Item Description:

Lenovo Think Centre M: MJD3WK00

Serial/Model #:

New:

Used:



Location:

IT Storage #2010

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. no tag

(Existing Assets Number)

#### Section 2

Date: 5/5/23Department: ITItem Description: Dell Optiplex 990Serial/Model #: 3824XK1New: ☐Used: ☒Location: IT Storage #206

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]Date: 6/26/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CM 0607

(Existing Assets Number)

#### Section 2

Date:

5/5/23

Department:

IT

Item Description:

Lenovo ThinkCentre

Serial/Model #:

PB011EGV

New:

☐

Used:

☒

Location:

IT Storage #200

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. no tag

(Existing Assets Number)

#### Section 2

Date: 5/5/23Department: ITItem Description: Dell OptiPlex 990Serial/Model #: 3818XK1New: ☐ Used: ☒Location: IT Storage #206

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Ch. h. h.Date: 6/26/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

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

#### Section 2

Date: 5/5/23 Department: IT  
Item Description: Lenovo Think Centre  
Serial/Model #: PC0679DHS New: ☐ Used: ☒  
Location: IT Storage #206 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee)

Date: 6/06/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. none found  
(Existing Assets Number)

#### Section 2

Date: 6/13/23 Department: Fire  
Item Description: Lenovo ThinkCentre E73  
Serial/Model #: PB04LHM Q New: ☐ Used: ☒  
Location: IT 206 Vendor Name: Lenovo  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Ch. H. H.

Date: 6/26/23

\*\*\*\*\* 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 05544  
(Existing Assets Number)

#### Section 2

Date: 6/13/23 Department: IT  
Item Description: Dell Latitude D830  
Serial/Model #: B5N0 SF1 New: ☐ Used: ☒  
Location: IT Storage #202 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: 6/13/23 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.

Chris White  
Signature: (Department Head or Designee)

6/26/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CM0342  
(Existing Assets Number)

#### Section 2

Date: 6/13/23 Department: IT  
 Item Description: Dell Latitude E6520  
 Serial/Model #: UBF85R1 New: ☐ Used: ☒  
 Location: IT Storage #200 Vendor Name: Dell  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ 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.

Ch. Webb  
Signature: (Department Head or Designee)

6/26/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CM0270  
(Existing Assets Number)

#### Section 2

Date: 6/13/23 Department: 3550  
Item Description: Dell Vostro laptop  
Serial/Model #: J0X2SP1 New: ☐ Used: ☒  
Location: IT Storage 2060 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

[Signature]  
Signature: (Department Head or Designee)

6/26/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

(Existing Assets Number)

#### Section 2

Date:

Department:

Item Description:

Serial/Model #:

New: ☐Used: ☒

Location:

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

\*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CM0340  
(Existing Assets Number)

#### Section 2

Date: 6/13/23 Department: EDT  
 Item Description: Dell Latitude E6520  
 Serial/Model #: 39m8521 New: ☐ Used: ☒  
 Location: \_\_\_\_\_ Vendor Name: Dell  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ 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.

Ch. L. L.  
Signature: (Department Head or Designee)

6/26/23  
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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 06160  
(Existing Assets Number)

#### Section 2

Date: 6/21/23 Department: IT  
Item Description: Dell Optiplex 780  
Serial/Model #: DZG2KN1 New: ☐ Used: ☒  
Location: IT Storage 204 Vendor Name: QU  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 6/26/23

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

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#### 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: \_\_\_\_\_

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

CMX357

(Existing Assets Number)

#### Section 2

Date:

4/28/23

Department:

JST

Item Description:

Dell Optiplex 990

Serial/Model #:

Service Tag

3838XR1

New:

☐

Used:

☒

Location:

IT Storage #200

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

#### \*\*\*\*\* 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:

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

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

#### Section 2

Date: 5/5/23

Department: I.T.

Item Description: Lenovo Think Centre

Serial/Model #: PB01LF30

New: ☐ Used: ☒

Location: I.T. Storage # 206

Vendor Name: Lenovo

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

Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 6/26/23

\*\*\*\*\* 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. none  
(Existing Assets Number)

#### Section 2

Date: 6/26/23 Department: IT  
Item Description: Lenovo ThinkCentre  
Serial/Model #: PB01LHUR New: ☐ Used: ☒  
Location: IT Storage 200 Vendor Name: \_\_\_\_\_  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_ Proceeds: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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. CM2040  
(Existing Assets Number)

### Section 2

Date: 6/22/23 Department: IT  
Item Description: Lenovo ThinkPad S431  
Serial/Model #: MP-04 BXEE New: ☐ Used: ☒  
Location: IT Storage 2010 Vendor Name: Lenovo  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 6/26/23

\*\*\*\*\* 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. (none)

(Existing Assets Number)

#### Section 2

Date: 6/22/23Department: ITItem Description: Lenovo Thinkpad T480Serial/Model #: PF-220 ET2New: ☐Used: ☒Location: IT StorageVendor Name: Lenovo

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]Date: 6/26/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

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. CM0402  
(Existing Assets Number)

### Section 2

Date: 6/27/23 Department: IT  
Item Description: Dell Inspiron Duo mini 1090  
Serial/Model #: 52405R1 New: ☐ Used: ☒  
Location: IT Storage 200 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]

Date: 6/26/23

\*\*\*\*\* 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.

CM0619

(Existing Assets Number)

#### Section 2

Date:

6/22/23

Department:

IT

Item Description:

Samsung Notebook (model #:

XE303C12)

Serial/Model #:

HV3A91TD311023N

New:

Used:



Location:

IT 2006 Storage

Vendor Name:

Samsung

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\*

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:

Address:

Proceeds:

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. none  
(Existing Assets Number)

### Section 2

Date: 6/22/23 Department: IT  
Item Description: Lenovo Thinkpad  
Serial/Model #: 1LRW115W New: ☐ Used: ☒  
Location: IT Storage 2010 Vendor Name: Lenovo  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) Chris White

Date: 6/26/23

### \*\*\*\*\* 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.

CM0602

(Existing Assets Number)

#### Section 2

Date:

4/28/23

Department:

IT

Item Description:

Lenovo Think Centre E73

Serial/Model #:

P3Q11EFH

New: ☐Used: ☒

Location:

IT Storage #206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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.

80/247

(Existing Assets Number)

#### Section 2

Date:

4/20/23

Department:

IT

Item Description:

Lenovo ThinkStation P300

Serial/Model #:

MJD1EJHC

New: ☐Used: ☒

Location:

IT Storage #206

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

6/26/23

\*\*\*\*\* 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. none  
(Existing Assets Number)

#### Section 2

Date: 6/26/23 Department: IT  
 Item Description: Lenovo ThinkCentre  
 Serial/Model #: PB01LHX2 New: ☐ Used: ☒  
 Location: IT Storage 200 Vendor Name: Lenovo  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
 Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

\*\*\*\*\* 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. none  
(Existing Assets Number)

#### Section 2

Date: 6/20/23 Department: IT  
 Item Description: Lenovo Think Centre  
 Serial/Model #: PB01LHMU New: ☐ Used: ☒  
 Location: IT Storage 200 Vendor Name: \_\_\_\_\_  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
 Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/21/23

#### \*\*\*\*\* 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. nine

(Existing Assets Number)

#### Section 2

Date: 6/26/23Department: ITItem Description: Lenovo Think CentreSerial/Model #: PB01LHUTNew: ☐Used: ☒Location: IT Storage 2016

Vendor Name: \_\_\_\_\_

Asset Class: \_\_\_\_\_

Activity Code: \_\_\_\_\_

Fund: \_\_\_\_\_

Acct. No.: \_\_\_\_\_

Date Item Acquired: \_\_\_\_\_

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) [Signature]Date: 7/27/23

\*\*\*\*\* 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:

Address: \_\_\_\_\_

Proceeds: \_\_\_\_\_

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. None  
(Existing Assets Number)

#### Section 2

Date: 6/26/23 Department: IT  
 Item Description: Lenovo ThinkCentre  
 Serial/Model #: PB01LT0D New: ☐ Used: ☒  
 Location: IT Storage 2006 Vendor Name: \_\_\_\_\_  
 Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
 Enhancements: \_\_\_\_\_

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

Signature: (Department Head or Designee) \_\_\_\_\_

Date: 7/27/23

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

(Below this line)

#### Section 3

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: \_\_\_\_\_

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, City Clerk-Treasurer \_\_\_\_\_

Date \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

**RESOLUTION NO. 2023-291-R**

**WHEREAS**, the City of Madison owns personal property for which the City has no continuing need, such property consisting of the follows:

QUANTITY	DESCRIPTION	MILEAGE
1	2002 Jaguar S-Type 4D (VIN# SAJDA01N32FM43592)	unknown

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

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

**READ, APPROVED, and ADOPTED** this 28<sup>th</sup> day of August 2023.

\_\_\_\_\_  
*Ranae Bartlett, City Council President*  
 City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this 28<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
 City of Madison, Alabama



# City of Madison, Alabama

## Capital Assets

### Disposal Form

Capital Assets Tag No. \_\_\_\_\_

(Existing Assets Number)

Date: 8/21/2023

Department: Police

Item Description: 2002 Jaguar S-Type 4D

Serial/Model #: VIN# SAJDA01N32FM43592

New: ☐ Used: ☒

Location: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

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

Date Item Acquired: 4/11/2023

Cost or Donated Value: \_\_\_\_\_

Enhancements: \_\_\_\_\_

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

  
Signature: (Department Head or Designee)

8/22/2023  
Date:

#### \*\*\*\*\* TO BE COMPLETED BY CITY CLERK \*\*\*\*\*

(Below this line)

DISPOSITION METHOD: Surplus Sale: \_\_\_\_\_ Other: \_\_\_\_\_

#### APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: \_\_\_\_\_ Date: 8/21/2023

Minutes #: \_\_\_\_\_

SOLD TO: \_\_\_\_\_ Proceeds: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 8/21/2023

Signature, City Clerk-Treasurer

8/21/2023

Date

COMMENTS: \_\_\_\_\_

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

Ship To

Planning Department  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Bill To

Accounts Payable  
City of Madison  
100 Hughes Road  
Madison, AL 35758

## Purchase Order

No. 2023-00001196

DATE 08/11/2023

Item E.

## Changed Purchase Order

VENDOR 3807 - Big Ass Fans\*



Contact

Big Ass Fans  
PO Box 638767  
Cincinnati, OH 45263-8767

This purchase is tax exempt for the City of Madison  
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

DELIVER BY  
SHIP VIA  
FREIGHT TERMS  
PAGE 1 of 1

REFERENCE #2023-52-R

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	<div><div>*Item - Evaporative Cooler, Cool-Space 500, 50", 110V/1PH 73-010-000-2215-90 - Repairs - Stadium 4,749.00</div><div><div>Total Cost\$4,749.00</div><div>Amount Voided\$0.00</div><div>Amount Expensed\$0.00</div><div>Amount Encumbered\$4,749.00</div><div>Amount Discounted\$0.00</div><div>Amount Remaining\$4,749.00</div></div></div>	Item Changed	4,749.0000	\$4,749.00
TOTAL DUE					\$4,749.00

Purchasing Agent Signature

Special Instructions

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above



# PROPOSAL

City of Madison AL

**QUOTE NUMBER:** 00905233

## THE ULTIMATE AIRFLOW SOLUTION

For more than 20 years, Big Ass Fans has set the standard for safer, more comfortable work conditions with airflow products purpose-built to excel in demanding environments. Our fans provide year-round relief from extreme temperatures, making people feel up to 10 °F (6 °C) cooler in summer and effectively circulating heated air in winter.

Engineered for efficient, maintenance-free operation and backed by unbeatable warranties, Big Ass fans deliver powerful airflow that keeps workers refreshed and productive. With a custom solution from Big Ass Fans, your business will reap the rewards of comfort and cost-savings for years.

Contact: **Matt Ransdell**

Email: [matt.ransdell@bigassfans.com](mailto:matt.ransdell@bigassfans.com)

Phone: **(859) 899-5340**

(877) 244-3267 | [BIGASSFANS.COM](http://BIGASSFANS.COM)

An ISO 9001:2015 compliant company | ©2020 Delta T, LLC dba Big Ass Fans. All rights reserved.



**EXCEPTIONALLY  
ENGINEERED**



00905233

**Quote Information**

Quote Number	00905233	Created Date	8/10/2023
		Expiration Date	
Bill To Name	City of Madison AL	Ship To Name	City of Madison AL
Bill To:	100 Hughes Road	Ship To:	500 Trash Panda Way
	Madison, AL 35758		Madison, AL 35758
	US		US
SFDC ID	11019209		

**General Information**

Sales Rep	Matt Ransdell	Contact Name	Alicia Walden
E-mail	matt.ransdell@bigassfans.com	Contact Phone	256-772-5630
Phone	(859) 899-5340		
Fax	859-233-0139		

**Comments****Sales Tax**

Sales Tax is strictly an estimate and may change based on the shipping address of the order; sales tax is also subject to the tax provisions of the "STANDARD TERMS."

Code	Product	Description	Qty	Sales Price	Total Price
F-EV1-5001	Evaporative Cooler, Cool-Space		1	\$4,499.00	\$4,499.00
	500, 50", 110V/1Ph				

Subtotal: \$4,499.00

Tax: \$ 0.00

Estimated Shipping: \$ 250.00

**Grand Total: \$4,749.00**

00905233

\$4,749.00

## STANDARD TERMS - NET 30 DAYS UPON APPROVAL

Shipping and handling is an estimate.

Our proposals include an estimate of applicable itemized sales taxes which Big Ass Fans is legally obligated to collect and remit. The final, actual amount of such taxes would only be known at the time the customer is actually invoiced for the order.

All products are subject to Big Ass Fans return policy. For full details visit [bigassfans.com/returns](http://bigassfans.com/returns)

The Buyer must insure that product specifications are consistent with actual field installation requirements. Big Ass Fans product recommendations are based on product specifications as transmitted to the company. As such, Big Ass Fans is not responsible for inaccuracies between the communicated product specifications and actual field installation requirements. The Buyer of the specified products assumes responsibility for the cost of returning or exchanging specified product where specified product does not meet field requirements.

Any variations to product types or quantities (or omissions of existing light fixtures during the survey process – and now not represented in project) will be considered "add-on" and an additional material requirement. These add-on materials will be priced separately.

Big Ass Fans customers who have been approved for term credit and are invoiced for their orders may pay their invoice through one of our customary term credit payment methods of: Check, money order, wire transfer or ACH payment. Any such term credit approved customers who subsequently elect to pay their term invoice by credit card will also be charged a convenience fee for doing so. The exact amount of the convenience fee will be communicated to the customer before the transaction is processed and the card is charged. The Fee is calculated by multiplying the amount sought to be charged to the credit card by .03. (Fee = .03 x Total Amount Paid). If the customer elects not to pay the convenience fee, the customer may use one of the other payment channels alluded to above, free of charge.

Customer is responsible for paying all applicable state and local transactional taxes resulting from the sale. As a manufacturer of tangible personal property registered to do business in all 50 US States, Big Ass Fans is obligated to collect and remit applicable sales taxes and the transaction will be treated and reported as the sale of tangible personal property sold by a manufacturer.

To the extent that the Buyer takes any contrary position with any taxing authority subsequent to this transaction which results in additional and/or different transaction-based taxes for which Big Ass Fans is responsible, Big Ass Fans reserves the right to apply any sales tax collected to any such additional taxes due and/or invoice the Buyer for any other additional amounts due. Additionally, to the extent that applicable transactional taxes were not collected at the time of sale in reliance upon an Exemption Certificate or other exemption later found to be inapplicable by Big Ass Fans, in the exercise of its sole and absolute discretion, Big Ass Fans will invoice Buyer for any applicable sales or other transactional taxes.

Buyer covenants and agrees to promptly pay any such amounts to Big Ass Fans on the same terms and conditions as any other amounts owed to Big Ass Fans on the applicable Order.

The transaction and contract that is the subject of this Proposal shall be governed by the internal laws of the Commonwealth of Kentucky. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Upon sales agreement being signed and submitted, order shipment date changes may not be submitted or changed by the purchasing party within 10 business days of scheduled shipment. Scheduled shipment dates may not be changed within the final 10 business days of a given month. Should a customer require that a shipment date be changed within 10 business days or scheduled shipment or within the final 10 business days of a given month, Big Ass Fans reserves the right to decline the customer's request. Secondly, Big Ass Fans reserves the right to charge a monetary fee for any shipment date change request that falls within the representative windows described above.

Evaporative Cooler (Cool Space) orders are not able to be canceled outside of the same business day in which purchase has been confirmed. Customer assumes responsibility for all necessary reconsignment fees related to shipping &/or freight charges as a result of canceled orders completed outside of the hours of 8:00AM to 5:00PM EST on the same business day purchase occurs.

This Proposal and its Associated Terms may not be modified or added to, except by a subsequent writing executed by Big Ass Fans.

**PURCHASING OR USING ANY OF OUR PRODUCTS & SERVICES INDICATES YOU AGREE WITH OUR [TERMS OF SERVICE](#) AND [PRIVACY POLICY](#). (FOR FULL WARRANTY, TERMS, AND CONDITIONS FOR ALL BIG ASS PRODUCTS, VISIT [BIGASSFANS.COM](http://BIGASSFANS.COM).)**

Notwithstanding any provision to the contrary, neither party shall be liable to the other party (or any third party) for indirect, consequential, special, incidental, or punitive damages arising from the sale of the products or this agreement. In addition, seller's total aggregate liability under this agreement shall never exceed the value of the purchase order or the previous twelve (12) months of sales hereunder, whichever is less. This provision shall survive the expiration of termination of this agreement.

## INTELLECTUAL PROPERTY

Big Ass Fans retains exclusive ownership of all intellectual property rights embodied by and/or associated with the products sold.

(877) 244-3267 | [BIGASSFANS.COM](http://BIGASSFANS.COM)

An ISO 9001:2015 compliant company | ©2021 Delta T, LLC dba Big Ass Fans. All rights reserved.



**EXCEPTIONALLY  
ENGINEERED**



00905233

\$4,749.00

## CUSTOMER CONTACT INFORMATION

PLEASE CONFIRM AND COMPLETE ALL BILLING AND SHIPPING INFORMATION FOR YOUR ORDER.

**ACCOUNTS PAYABLE (BILLING) ADDRESS:**

100 Hughes Road, Madison, AL, 35758, US

**IS THE BILLING ADDRESS ABOVE CORRECT? Y / N**

If this address is incorrect, please provide correct information below:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ DUNS #: \_\_\_\_\_

**SHIPPING ADDRESS:**

500 Trash Panda Way, Madison, AL, 35758, US

**IS THE SHIPPING ADDRESS ABOVE CORRECT? Y / N**

If this address is incorrect, please provide correct information below:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

If your organization requires a purchase order, please provide the PO number here:  
Please provide any available PO documentation to your BAF sales representative.

If this purchase is tax exempt (e.g., 501(c)(3), 509(a), Section 527, registered resellers), you must provide a valid tax exemption certificate to your BAF sales representative.

### CLIENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Date

### BIG ASS FANS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Date

(877) 244-3267 | BIGASSFANS.COM

An ISO 9001:2015 compliant company | ©2021 Delta T, LLC dba Big Ass Fans. All rights reserved.



**EXCEPTIONALLY  
ENGINEERED**



# COOL-SPACE® 500

When you need maximum cooling coverage, trust the powerful performance of Cool-Space 500. Durable engineered with a portable design, quiet and efficient motor, and advanced controls for convenient, hands-free use, Cool-Space 500 delivers lasting comfort to large spaces both indoors and out. Backed by the industry's best warranty, it's the ultimate solution in evaporative cooling.



## KEY FEATURES

- ▶ Quickly cool indoor and outdoor spaces by up to 33 °F (18 °C)
- ▶ Ideal for large warehouses, service bays, and stadiums
- ▶ 8-inch (20-centimeter) resin-treated cooling media
- ▶ 50-inch (127-centimeter) fan diameter
- ▶ 64-gallon (242-liter) reservoir lasts up to 10 hours without hose connection
- ▶ Onboard LED control panel with occupancy sensor

### COVERAGE AREA

**UP TO 6,500 SQUARE FEET**  
(600 SQUARE METERS)

### AIRFLOW

**UP TO 24,000 CFM**

### CONTROL

**VARIABLE SPEED**

### VOLTAGE

**110 VAC  
OR  
230 VAC**



**BIG ASS FANS**

**EXCEPTIONALLY  
ENGINEERED**

## DISCOVER MORE ABOUT COOL-SPACE

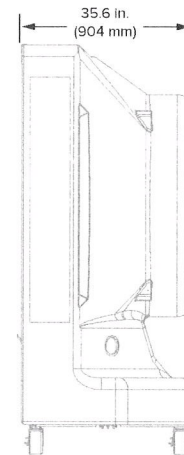
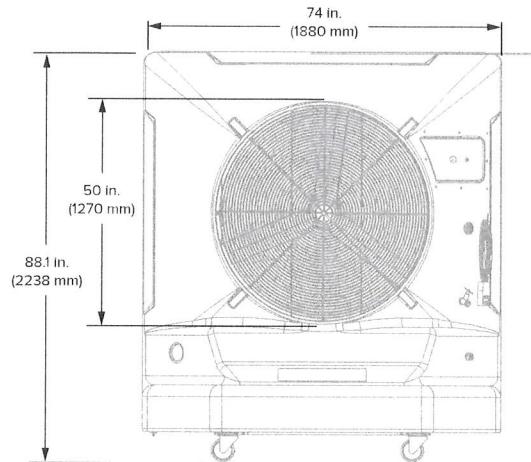
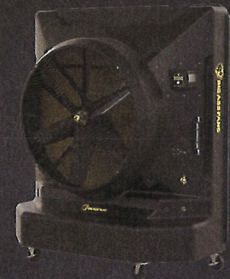
Learn more at [bigassfans.com/evaporative-coolers](https://bigassfans.com/evaporative-coolers)  
or call **877.BIG.FANS** for a free custom quote.



## TECHNICAL SPECIFICATIONS

## COOL-SPACE® 500

DELIVER COOLER CONDITIONS AT A MOMENT'S NOTICE



## Technical Specifications

Model	Ordering Information	Weight	Water Capacity	Inlet Water Supply Pressure	Input power and required breaker	Environment <sup>1</sup>	Amperage <sup>2</sup>	Airflow and Coverage	Sound Level <sup>3</sup>	Operating Temperature
Cool-Space 500	F-EV1-5001 F-EV1-5002	370 lb (167.8 kg)	64 gal (242 L)	120 PSI maximum	120 VAC, 60 Hz, 1Φ, 25 A 220/230 VAC, 50/60 Hz, 1Φ, 15 A	Well-ventilated Indoor or outdoor space	16.5 A 8.6 A	16,500–24,000 cfm 6,500 sq ft	60 dBA	0 to 104 °F (-18 to 40 °C)

## Construction

Housing	Motor	Controls	Power Supply	Water Supply	Cooling Media	Maintenance
UV-resistant roto-molded polyethylene housing Four locking swivel casters	Variable speed, high-efficiency, totally enclosed 1.5 hp (1.1 kW)	Remote control Onboard control panel Occupancy sensor	10 ft (3 m) power cord plugs into standard electrical outlet Cord wrap for easy storage	Accepts standard garden hose or portable supply tank Water level regulated by float valve Low-water shutoff for pump longevity	Made from 8 in. (203 mm) thick cross-corrugated formulated cellulose Treated with thermosetting resin for strength and prevention of algae	Accessible reservoir cap for convenient water treatment Drain plug and flush valve for water removal

## Control Options

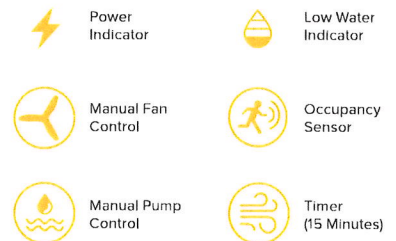


Remote Control



Onboard Control Panel

## Onboard Control Indicators

<sup>1</sup> Not suitable for salt air environments.<sup>2</sup> Maximum amperage includes both the fan and pump ratings.<sup>3</sup> Fans are sound tested in a laboratory environment. Actual results in field conditions may vary due to sound reflecting surfaces and environmental conditions.

Lead times may vary.

See full warranty for coverage information.



USA  
BIGASSFANS.COM  
877-244-3267

CANADA  
BIGASSFANS.COM  
844-924-4277

AUSTRALIA  
BIGASSFANS.COM/AU  
1300 244 277

SINGAPORE  
BIGASSFANS.COM/SG  
65 6709 8500

MALAYSIA  
BIGASSFANS.COM/SG  
603 5565 0888



5000 Paschall Avenue  
Philadelphia, PA 19143  
*A Division of Humphrys*

**QUOTE# Q46581**

OPP-28630

**CREATED:** 08/08/2023

**EXPIRES:** 10/25/2023

**CUSTOMER ID:** CN 11538

**SALES REP:** CHRISTINE

**TO: TRASH PANDAS**

500 Trash Panda Way  
Madison , AL 35758  
Attn: Ken Clary

**TERMS: PREPAID PLUS FREIGHT**

**Thank you for the opportunity to quote your job!**

LN#	PRODUCT	DESCRIPTION	QTY	PRICE	TOTAL
1	WINDSCREEN	Size: 12' 9.00" H x 18' 0" L GM90 Polypropylene Closed Mesh, 7.7oz, 5 year warranty, 90% shade, Black 18" Grommet Spacing  Base Price (270 Billable SQFT @ 0.73)	1	\$197.10	\$197.10
3	WINDSCREEN	Size: 12' 9.00" H x 20' 0" L GM90 Polypropylene Closed Mesh, 7.7oz, 5 year warranty, 90% shade, Black 18" Grommet Spacing  Base Price (300 Billable SQFT @ 0.73)	6	\$219.00	\$1,314.00

**TOTAL: \$1,511.10**

Any and all claims, disputes, and/or controversies of any nature whatsoever relating to, in connection with and/or arising out of this invoice for your purchase order and/or the alleged or actual breach thereof, shall be solely and exclusively decided by, and subject to, arbitration pursuant to the rules of the American Arbitration Association; and it is further agreed that the sole and exclusive venue for any such arbitration shall be in Philadelphia, Pennsylvania, USA.



**QUESTIONS?** Call 215.724.8181 or email [sales@coversports.com](mailto:sales@coversports.com)

Page 1 of 1

Ship To

Planning Department  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Bill To

Accounts Payable  
City of Madison  
100 Hughes Road  
Madison, AL 35758

**Purchase Order**  
**No.** 2023-00001199  
**DATE** 08/11/2023

**VENDOR** 3809 - Cover Sports

Contact

Cover Sports  
5000 Paschall Avenue  
PHILADELPHIA, PA 19143



This purchase is tax exempt for the City of Madison under State of Alabama law no.40-23-4(11)

**NON-NEGOTIABLE**

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

**REFERENCE #**2023-52-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Closed Mesh Windscreen 73-010-000-2215-90 - Repairs - Stadium 1,511.10	1,511.1000	\$1,511.10
			SUBTOTAL	\$1,511.10
			SALES TAX	\$0.00
			TOTAL DUE	\$1,511.10
Special Instructions				

*Rogio D. Bellomy*  
Purchasing Agent Signature

- 1. Purchase order numbers must appear on invoices and shipping labels
- 2. No consolidated statements will be paid
- 3. No Invoices will be processed without a purchase order number
- 4. All bills must be sent to Accounts Payable
- 5. Notify immediately if unable to ship by date specified
- 6. Substitutes must be approved
- 7. This is your authority as supplier to deliver the items listed above



Ship To

Planning Department  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Bill To

Accounts Payable  
City of Madison  
100 Hughes Road  
Madison, AL 35758

**Purchase Order**

No. 2023-00001231

DATE 08/21/2023

VENDOR 3817 - B&amp;B Fence



Contact

B&B Fence  
4108 17th St SW  
HUNTSVILLE, AL 35805

This purchase is tax exempt for the City of Madison  
under State of Alabama law no.40-23-4(11)

**NON-NEGOTIABLE**

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

REFERENCE #2023-52-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Installation of fenced area for MLB storage at Toyota Field 73-010-000-2215-90 - Repairs - Stadium 1,670.00	1,670.0000	\$1,670.00
			SUBTOTAL	\$1,670.00
			SALES TAX	\$0.00
			TOTAL DUE	\$1,670.00
Special Instructions				

*Rogw D. Bellomy*  
Purchasing Agent Signature

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4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

# B&B Fence

Phone 256-509-6790  
butlerb5150@gmail.com

# 4353

Sold To: JASON MARRIOTT Date: 8/16/23  
 Billing Address: 500 TRASH PANDA WAY Home Phone: \_\_\_\_\_  
 City / State MADISON Zip \_\_\_\_\_ Work \_\_\_\_\_  
 Jobsite Address / Directions \_\_\_\_\_ Cell (256) 975-7775  
 Email \_\_\_\_\_  
JMARRIOTT@TRASHPANDASBASEBALL.COM  
 Fax \_\_\_\_\_

## Specifications - All posts set in concrete

## Installation Plans

## CHAIN LINK FENCE

Fence Height 8 Top Rail 1 5/8 O.D.  
 Post Spacing \_\_\_\_\_ Line Post \_\_\_\_\_ O.D.  
 Gauge ☐ 11.5 ☒ 9 End Post \_\_\_\_\_ O.D.  
 Knuckled ☐ ^ ^ ^ ^ ^ Corner Post \_\_\_\_\_ O.D.  
 Safeguard ☐ X X X X X Gate Frames \_\_\_\_\_ O.D.  
 Drive Gate Post \_\_\_\_\_ O.D. Walk Gate Post \_\_\_\_\_ O.D.

## CONSTRUCTION

- ☐ Fence to be on ground - Buyer will fill in extreme low places. Top will follow contour of ground. Buyer initial \_\_\_\_\_  
☐ Top to be straight - Fence will be off ground in low places. Buyer will fill in if desired. Buyer initial \_\_\_\_\_

Fence Height \_\_\_\_\_ No of Feet 14'  
 Type Wood Alum Vinyl Style \_\_\_\_\_  
 If Wood: PTP Cedar Other Rails \_\_\_\_\_  
 Posts \_\_\_\_\_ Color GALV  
 Have you designated a side of fence boards are to be nailed? \_\_\_\_\_  
 Stain Yes No Stain Price \_\_\_\_\_

## MATERIAL LIST / ADDITIONAL NOTES

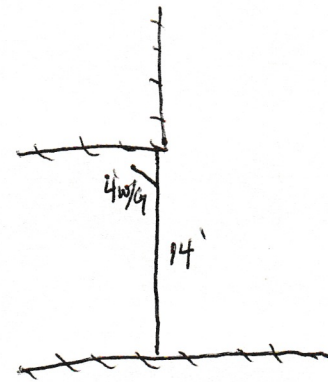
INSTALL 14' of 8' GALV CHAIN LINK  
1- 4' WALK GATE

\$1670\* ALL PLATED

We warranty for a full year and stand behind it.

Contract Price \_\_\_\_\_  
 45% Down \_\_\_\_\_  
 Fence Payment Due \_\_\_\_\_  
 Stain Payment Due \_\_\_\_\_

B&amp;B Fence reserves the right to subcontract the installation to another qualified party.



## PAYMENT TERMS

- \_\_\_\_\_ 45% Down Payment  
☒ Cash in Full Upon Completion  
☒ 3% Added to All Credit & Debit Card Charges  
 \_\_\_\_\_ The price of the fence and the price of staining the fence will be listed separately. The fence is to be paid for when it is finished. After the fence has been stained it is to be paid for. This will be 2 separate payments.

Sales Person: Brett Butler

Customer Acceptance Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

(Once signed, this quote becomes a contract between both parties. Buyer has a (3) three business day right of cancellation from acceptance date)



## STEWART ELECTRIC COMPANY, INC.

Commercial • Industrial • Design • Engineering

StewartElectricInc.com

1009 A Cleaner Way, SW, Huntsville, AL 35805-6713  
P.O. Box 14485, Huntsville, AL 35815-0485  
Telephone: (256) 536-4375  
Fax: (256) 536-6724

August 22, 2023

To: Jason

From: Ethan Stewart

Subject: Batting Cage Lighting Quote

### Lump Sum Price Includes:

- 12 new led round highbay fixtures
- Hook up and mounting of new fixtures

### EXCLUDES

- Moving of nets

### Clarifications:

- New highbays to be tied to existing lighting circuits
- New highbays to be tied to existing switch
- Whips to new highbays to be mc cable
- Use of ladders to install lights
- Fixtures to be chain hung from structure

**Lump Sum Price**

**\$6,751.15**



Ship To

Planning Department  
City of Madison  
100 Hughes Road  
Madison, AL 35758

Bill To

Accounts Payable  
City of Madison  
100 Hughes Road  
Madison, AL 35758

**Purchase Order**

No. 2023-00001244

DATE 08/23/2023

**VENDOR 2313 - STEWART ELECTRIC CO, INC\***

Contact

STEWART ELECTRIC CO, INC  
PO BOX 14485  
HUNTSVILLE, AL 35815

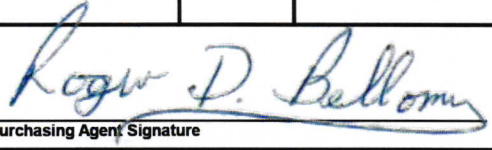


This purchase is tax exempt for the City of Madison  
under State of Alabama law no.40-23-4(11)

**NON-NEGOTIABLE**

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1

**REFERENCE # 2023-52-R**

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Batting Cage Lighting 73-010-000-2215-90 - Repairs - Stadium 6,751.15	6,751.1500	\$6,751.15
			SUBTOTAL	\$6,751.15
			SALES TAX	\$0.00
			TOTAL DUE	\$6,751.15
<div> <div>   Purchasing Agent Signature </div> <div> Special Instructions </div> </div>				

1. Purchase order numbers must appear on invoices and shipping labels
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4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

## Invoice



RECEIVED

AUG 4 2023

CITY OF MADISON  
ENGINEERING DEPARTMENTCity of Madison  
100 Hughes Road  
Madison, AL 35758

July 31, 2023

Project No:

R929122556

Invoice No:

4

Project R929122556 Madison - County Line Rd &amp; Royal Dr Ext

Professional Services through July 25, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Field Survey	4,600.00	100.00	4,600.00
Traffic Study	7,600.00	100.00	7,600.00
Roadway Plans	26,000.00	40.3846	10,500.00
Geotechnical Investigation	16,750.00	0.00	0.00
Letting Assistance Contract Procurement	3,300.00	0.00	0.00
Total Fee	58,250.00		22,700.00
	Previous Fee Billing		19,700.00
	Current Fee Billing		3,000.00
	<b>Total Fee</b>		<b>3,000.00</b>
	<b>Total this Invoice</b>		<b>\$3,000.00</b>

*E. Michelle Dunson*  
8/16/23

Fund 38

38-010-000-2941-07

Proj# 23-008

Council Consent Agenda - 8/28/23

TERMS: Net 10 Days. When submitting remittance, please include project number. Client shall pay all costs and fees, including, but not limited to, Attorney's fees, incurred by CDG in the collection of any sums due for services rendered and related service expenses.

Remit Payment to: Post Office Box 278, Andalusia, AL 36420

**RESOLUTION NO. 2023-238-R****A RESOLUTION REAPPOINTING PRESIDING MUNICIPAL JUDGE  
AND ASSOCIATE MUNICIPAL JUDGE**

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

**WHEREAS**, Thomas E. Parker, Jr., serves in the capacity of Presiding Municipal Judge for the City and has provided consistent and continuous leadership; and

**WHEREAS**, the City Council desires that Judge Thomas E. Parker, Jr., continue as Presiding Municipal Judge as an unclassified part-time official who is selected by Council and reports to the Mayor; and

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

**WHEREAS**, the City Council desires that Aaron Charles Ryan, Esq., be reappointed to serve in the capacity of Associate Municipal Judge as an unclassified part-time official who is selected by Council and reports to the Mayor;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that, pursuant to and subject to the provisions of Ala. Code §12-14-30, *at seq.* (1975), the Council hereby reappoints Thomas E. Parker Jr., as Presiding Municipal Judge and establishes his rate of compensation at One hundred eighty-seven dollars and sixty-four cents (\$187.64) per hour, and reappoints Aaron Charles Ryan as Associate Municipal Judge and establishes his rate of compensation at One hundred seventy-four dollars and twenty cents (\$174.20) per hour, each to receive a minimum of three (3) hours pay per court date; and

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

**BE IT FURTHER RESOLVED** that, pursuant to § 12-14-30(b), Code of Alabama 1975, as amended, each of these appointments shall be for a two-year period beginning September 13, 2023, and continuing under the terms set forth herein until a successor has been appointed and qualified.

**READ, PASSED, AND ADOPTED** this 28<sup>th</sup> day of August 2023.

---

***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_\_ day of August 2023.

---

***Paul Finley, Mayor***  
**City of Madison, Alabama**

## RESOLUTION NO. 2023-259-R

### A RESOLUTION ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN ON CERTAIN PROPERTIES IN THE CITY OF MADISON, ALABAMA, AS A RESULT OF THE CITY ABATING OVERGROWN GRASS AND WEEDS PURSUANT TO THE CITY'S LOCAL WEED ABATEMENT LAW

**WHEREAS**, the City of Madison, Alabama (the "City") received numerous and persistent complaints about overgrown grass and weeds on the following described property, which constituted a public nuisance and a violation of Section 2 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135):

<u>Property Address</u>	<u>Parcel ID No.</u>
180 DUSTY TRL MADISON AL 35758	41232

**WHEREAS**, the City abated the public nuisance at the City's expense in accordance with the City's Local Weed Abatement Act; and

**WHEREAS**, the Enforcing Official prepared the Itemized Statement of Expense attached hereto as "Exhibit A"; and

**WHEREAS**, the Enforcing Official gave notice of a public hearing to consider such Itemized Statement of Expense in accordance with the City's Local Weed Abatement Act; and

**WHEREAS**, said public hearing was held by the Council; and

**WHEREAS**, it is now the desire of the Council to fix the costs that it finds were reasonably incurred in connection with the abatement of the public nuisance and assess the costs against the subject property as a weed lien.

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

**Section 1.** That the Council hereby assesses the following sum to be the costs reasonably incurred by the City in connection with the abatement of the public nuisance located on the property below, which shall constitute a weed lien on the subject property:

<u>Property Address</u>	<u>Parcel ID No.</u>	<u>Amount of Weed Lien</u>
180 DUSTY TRL MADISON AL 35758	41232	\$669.70

**Section 2.** That the City Clerk is authorized to file a certified copy of this resolution in the office of the Revenue Commissioner for the appropriate county in which the property is located. Upon filing, the Revenue Commissioner shall add the amount of the weed lien to the ad valorem tax bill for the property and shall collect the amount as if it were a tax and remit the amount to the City.

**READ, PASSED, AND ADOPTED** this the 28<sup>th</sup> day of August 2023.

\_\_\_\_\_  
***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of August 2023.

\_\_\_\_\_  
***Paul Finley, Mayor***  
**City of Madison, Alabama**

**CERTIFICATION OF CITY CLERK**

STATE OF ALABAMA     )  
MADISON COUNTY     )

I, Lisa D. Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Madison, Alabama, on the 28<sup>th</sup> day of August 2023.

Witness my hand and seal of office this \_\_\_\_ day of August 2023.

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer





## Building Department – Code Enforcement Division

100 Hughes Rd

Madison, AL 35758

Michael Sprague 256-772-4379 Ulises Acuna 256-772-5671

Owner: Theysh, Dennis and Linda  
180 Dusty Trl  
Madison AL 35758

Letter Date: 6/13/23**Re: NOTICE TO ABATE - OVERGROWN GRASS AND/OR WEEDS**CASE #: 23-482PPIN/PARCEL NO#: 41232Property in Violation: 180 Dusty Trl Madison AL 35758**Dear Owner or Any Other Person Interested in the Above-Described Property:**

Be advised that as the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act"), I have determined that there are **overgrown grass and weeds** on the above-referenced property (the "Property") which constitute a public nuisance and a violation of Section 2 of the Act. In accordance with Section 3 of the Act, I am sending you this notice to order the immediate abatement of overgrown grass and weeds on the Property. (Should you wish to review the Act, a copy of it is available for your review in the City Clerk's office.)

You must abate the public nuisance within **14** days of this notice. **If you do not do so, then the City may enter upon the Property, abate the nuisance, and assess all associated costs as a lien against the Property and add those costs to the next regular tax bill for the Property.**

If you wish to appeal this determination, then you may request a hearing before the City's Administrative Official by delivering a written notice to me at the above address within 5 days after the date of this notice.

A hearing is currently scheduled for: June 28, 2023 at 1:00 p.m. in the Lower Level Conference Room at City Hall, which is located at 100 Hughes Rd in Madison, Alabama. Even if you do not request a hearing, if you appear at such time, one will be held for you. You will have the right to present evidence and testimony at the hearing. Please be advised that the hearing will be open to the public and a record of the hearing will be kept as a part of the City's public records.

Please be advised that the City also reserves any other rights that it may have at law or in equity, including a civil lawsuit to abate the public nuisance. Of course, our sincere preference is that you take action immediately to remedy the nuisance. If you have any questions, please give me a call at the number above or email [codeforce@madisonal.gov](mailto:codeforce@madisonal.gov)

Sincerely,

, Code Enforcement Officer

CC: Dustin Riddle, Enforcing Official

mail

## -Proof-

<b>Date:</b> 6/14/2023 <b>Account #:</b> AP276880 <b>Company Name:</b> CITY OF MADISON-CITY CL <b>Contact:</b> <b>Address:</b> 100 HUGHES RD <b>City:</b> MADISON <b>State:</b> AL <b>Telephone:</b> 256-772-5650 <b>Fax:</b>	<b>Publications:</b> Madison County Record, Madison Weekly Online
---	--

<b>Ad ID:</b> 548769 <b>Run Dates:</b> 06/21/2023 to 06/21/2023 <b>Ad Class:</b> 1 <b>Columns wide:</b> 1 <b>Total # of Lines:</b> 47 <b>Account Rep:</b> Susan Price <b>Phone #:</b> 256-382-7490 <b>Email:</b> SUSAN@TNVALLEYSTUFF.COM <b>Total Cost:</b> \$122.70 <b>Paid Amount:</b> \$0.00 <b>Total Due:</b> \$122.70
Error Responsibility Please check your ad on the first day and if you find a mistake, call our office so that we can correct it immediately.

### Daily Newspapers

Decatur Daily  
Times Daily

### Community Newspapers

Advertiser-Gleam  
TN Valley Stuff  
Courier Journal  
Hartselle Enquirer

### Online

Reach 256

Order any combination! Call today for details

Your ad

Enlarged

### PUBLIC NOTICE

**TAKE NOTICE** that the following properties in the City of Madison, Alabama have been determined by the Enforcing Official under the City of Madison's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135) (the "Act") to have **overgrown grass and weeds** that constitute a public nuisance in violation of Section 2 of the Act:

**Property:** 180 Dusty Trl, Madison AL 35758  
**PPIN:** 41232

The Enforcing Official has ordered that the overgrown grass and weeds on these properties must be cut within a specified time. If the public nuisance is not abated by such time, then the City may enter upon the property, abate the nuisance, and ultimately, charge the resulting costs back to the property, where they will be added to the property taxes. If you have an interest in one or more of these properties, please immediately contact the City of Madison AL Division of Code Enforcement at 256-464-8427 for more information.

06/21/23  
ADID 548769





# INVOICE 8527

DATE	TERMS
07/31/23	Net 30
PO#	
SALES REP	
Marina Rodriguez	

BILL TO
Code Enforcement 100 Hughes Rd Madison, AL 35758

PROPERTY INFORMATION
Code Enforcement 100 Hughes Rd Madison, AL 35758

DESCRIPTION	PRICE
#3119 - Bush Hog 180 Dusty Trail #1	\$300.00

Bush hog overgrown lot

Completed Date - 7/23/2023

Sales Tax	\$0.00
Invoice Total	\$300.00
Payment/Credit Applied	(\$0.00)
<b>INVOICE GRAND TOTAL</b>	<b>\$300.00</b>

*Thank you for the opportunity to be of service*

PLEASE MAKE ALL CHECKS PAYABLE TO:
Alabama Lawn Masters
PO Box 1648
Huntsville, AL 35807

If you have any questions, please call 256-536-2116, or email  
service@alabamalawnmasters.com



CITY OF MADISON - BUILDING DEPARTMENT  
CODE ENFORCEMENT DIVISION  
100 HUGHES RD  
MADISON, AL 35758  
WWW.MADISONAL.GOV

08/04/2023

THEUSH, DENNIS AND LINDA  
180 DUSTY TRL  
MADISON, AL 35758

Re: 180 DUSTY TRL  
Parcel No. 41232

Via First Class Mail and Certified Mail No. 9489 0090 0027 6559 9000 33

Ladies and Gentlemen:

Please find enclosed a copy of the Itemized Statement of Expense associated with the City of Madison, Alabama (the "City") abating overgrown grass and weeds on the above-referenced property (the "Property") in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135).

Please be advised that the City Council will hold a hearing on August 28, 2023 at 6:00 pm at the City Council meeting room at Madison Municipal Complex, which is located at 100 Hughes Rd in Madison, Alabama, to consider this Itemized Statement of Expense and the assessment of these costs against the Property. You will have the right to present objections thereto at the hearing.

If you have any questions, please give me a call at 256-464-8427

Sincerely,

Dustin Riddle  
Enforcing Official



CITY OF MADISON-BUILDING DEPARTMENT  
CODE ENFORCEMENT DIVISION  
100 HUGHES RD  
MADISON, AL 35758  
WWW.MADISONAL.GOV

### Itemized Statement of Expenses

08/04/2023

Re: **180 DUSTY TRL, MADISON, AL 35758**  
Parcel No. **41232**

The City of Madison, Alabama (the "City") abated overgrown grass and weeds on the above-referenced property in accordance with Section 4 of the City's Local Weed Abatement Act, Act No. 2016-205 (as adopted by the Madison City Council in Ordinance No. 2016-135). The City's expenses in connection therewith are as follows:

Cost of Labor	\$300
Value of Use of Equipment	N/A
Advertising Expenses	\$122.70
Postage	Included in Administrative Expenses
Administrative Expense	\$247.00
Legal Expense	N/A
Materials Purchased	N/A
Other	0
<b>Total</b>	<b>\$669.70</b>

**Dustin Riddle**  
Enforcing Official

**ORDINANCE NO. 2023-261****AN ORDINANCE TO AMEND THE MUNICIPAL SCHEDULE OF FINES**

**WHEREAS**, the State of Alabama has enacted two new statutes to the Code of Alabama which has thereby created two new criminal offenses, namely Smoking and/or Vaping in a Motor Vehicle when a Child under 14 is Present (Act 2023-93) and Individual under 21 in Possession of Psychoactive Cannabinoids (Act 2023-169); and

**WHEREAS**, prior to the adoption of this Ordinance, the Mayor and City Council have heard from a number of citizens complaining about these matters; and

**WHEREAS**, the City Council desires to adopt an ordinance that incorporates these new offenses set forth in the Code of Alabama; and

**WHEREAS**, the City is authorized by § 11-45-1 of the *Code of Alabama*, among other laws, to adopt ordinances to provide for the public health, prosperity, order, comfort, and convenience of the inhabitants of the City;

**THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, as follows:

**Section 1.** In addition to other remedies, authorized enforcement officers of the City may issue a Traffic offense citation for violations of this ordinance for Smoking and/or Vaping in a Motor Vehicle while a Child is Present. The City hereby amends the Schedule of Fines of the Madison City Code, Appendix B(a)(1) Traffic offenses, to add a new line for Smoking and/or Vaping in a Motor Vehicle When a Child is Present, with a fine not exceeding \$100.00 per offense. The City hereby adopts and incorporates by reference the definition of said offense as set forth in the Code of Alabama.

**Section 2.** In addition to other remedies, authorized enforcement officers of the City may issue a non-traffic offense citation for violations of this ordinance for Possession of Psychoactive Cannabinoids by an Individual under 21 years of age. The City hereby amends the Schedule of Fines of the Madison City Code, Appendix B(a)(4) Non-traffic offenses, to add a new line for the Possession of Psychoactive Cannabinoids by an Individual under 21 years of age, with a fine of no less than \$50 and no more than \$200 per offense and a fine of \$400 for a third or subsequent offense. The City hereby adopts and incorporates by reference the definition of said offense as set forth in the Code of Alabama.

**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.** That this ordinance shall become effective immediately upon its adoption and proper publication as required by law.

**READ, PASSED AND ADOPTED** this 28<sup>th</sup> day of August 2023.

---

***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of August 2023.

---

***Paul Finley, Mayor***  
**City of Madison, Alabama**

**RESOLUTION NO. 2023-260-R****A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH MULLINS, LLC**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Mullins, LLC, for professional legal descriptions of construction easements necessary for Project No. 23-021 for the Kyser Boulevard Greenway, 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 his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>nd</sup> day of August 2023.

---

*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

---

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

**APPROVED** this 28th day of August 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Mullins, LLC, located at 2101 West Clinton Avenue, Suite 503, Huntsville, Alabama 35805, hereinafter referred to as "Consultant."

### WITNESS TO:

**WHEREAS**, the City of Madison seeks professional engineering services for preparing the legal descriptions of temporary construction easements required for the Project 23-021 Kyser Blvd. Greenway; and

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

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

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

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

### SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: provide legal descriptions for necessary easements during the construction of the Kyser Boulevard Greenway, said services to be prepared according to the Consultant's proposal dated August 3, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State



of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

- C. Consultant shall ensure that all work created as a result of this agreement comply with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

## **SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **two thousand eight hundred dollars (\$2,800.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment B, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### **SECTION 3: INDEMNIFICATION & INSURANCE**

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

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

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation;

and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy 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 per project.

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

#### **SECTION 4: COMMENCEMENT; TERM**

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

#### **SECTION 5: TERMINATION**

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

#### **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

## **SECTION 7: EXCUSED PERFORMANCE**

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

## **SECTION 8: ASSIGNMENT**

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

## **SECTION 9: ENTIRE AGREEMENT: WAIVER**

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

## **SECTION 10: NOTICES**

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

**Robbie Stewart**  
**Vice-President**  
**Mullins, LLC**  
**2101 West Clinton Avenue, Suite 503**  
**Huntsville, AL 35805**

#### **SECTION 11: GOVERNING LAW**

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

#### **SECTION 12: MISCELLANEOUS PROVISIONS**

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

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

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_

Lisa Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON           §

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

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

\_\_\_\_\_  
Notary Public

**Mullins, LLC**  
**Consultant**

By: \_\_\_\_\_  
Jeff Mullins, President

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 Jeff Mullins, whose name as President of Mullins, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

---

Notary Public





August 3, 2023

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

Re: Proposal for Kyser Greenway Survey Services

Dear Mr. Johnson,

Mullins LLC is pleased to submit this proposal for TCE legal descriptions for the Kyser Greenway alignment on a time and materials basis, not to exceed \$2,800.00 without prior notice. I have attached our hourly fee schedule.

We understand that timely completion of this work is of the utmost importance, and we are committed to meeting all project deadlines. We will communicate regularly with your team to ensure that the work is progressing as planned and to address any issues that may arise.

Mullins, LLC is honored to be considered for this project and we look forward to working with you. If the above terms are acceptable, please sign below and return to us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Robbie Stewart', is written over a horizontal line.

Robbie Stewart  
Vice President  
Mullins, LLC

Accepted

---

**RESOLUTION NO. 2023-267-R**

**A RESOLUTION AUTHORIZING USE OF GAS TAX FUNDS  
PURSUANT TO THE REBUILD ALABAMA ACT**

**WHEREAS**, the Rebuild Alabama Act requires municipalities to adopt a Transportation Plan each year identifying those roads and bridge projects that will be funded by gas tax funds for the upcoming fiscal year; and

**WHEREAS** the City's Finance Department estimates that the City of Madison will receive approximately \$360,000 from gas tax collections during the October 1, 2023, through September 30, 2024, fiscal year; and

**WHEREAS**, the City Engineer and Director of Public Works have determined that, for the upcoming fiscal year, the City will dedicate its gas tax proceeds for the design and construction of a new bridge located on Wall Triana Highway just north of the intersection with Mill Road as detailed in the attached "Transportation Plan" (*ATTACHMENT A: Transportation Plan*);

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby adopts the referenced Transportation Plan for the 2023 - 2024 fiscal year; and

**BE IT FURTHER RESOLVED** that this Resolution and Transportation Plan shall be posted by the City Clerk in conspicuous locations throughout City Hall, the Mayor's office and on the City website in compliance with the Rebuild Alabama Act.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of August 2023.

\_\_\_\_\_  
*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

# FY2024 Transportation Plan for 2019 Gas Tax Funds

- ▶ Proposed Project: Replace & widen Sullivan Street bridge north of Mill Road Intersection
  - ▶ One of only three remaining Load Rated bridges in the City
  - ▶ Would support possible future improvements within Sullivan Street/Wall Triana Highway right-of-way
- ▶ Budget for FY2024: \$362,807
  - ▶ Design cost for bridge replacement & widening (estimate) \$80,000
  - ▶ Remaining funds put toward construction \$282,807







**RESOLUTION NO. 2023-273-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH S & ME, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with S & ME, Inc., for professional environmental consulting services for outfall inspections, 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 his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>nd</sup> day of August 2023.

---

*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

---

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

**APPROVED** this 28th day of August 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and S & ME, Inc., located at 360D Quality Circle NW, Suite 450, Huntsville, Alabama 35806, hereinafter referred to as "Consultant."

### WITNESS TO:

**WHEREAS**, the City of Madison seeks professional environmental engineering services related to outfall inspections; and

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

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

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

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

### **SECTION 1: SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City, to wit: professional environmental engineering services related to outfall inspections in accord with Consultant's proposal dated June 30, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and



adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

## **SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES**

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **thirty four thousand one hundred eighty dollars (\$34,180.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

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

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

#### **SECTION 4: COMMENCEMENT; TERM**

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

#### **SECTION 5: TERMINATION**

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

#### **SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

#### **SECTION 7: EXCUSED PERFORMANCE**

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

#### **SECTION 8: ASSIGNMENT**

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

#### **SECTION 9: ENTIRE AGREEMENT: WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the

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

#### **SECTION 10: NOTICES**

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Sarah L. Yeldell, P.E.  
S & ME, Inc.  
360D Quality Circle NW, Suite 450  
Huntsville, AL 35806*

#### **SECTION 11: GOVERNING LAW**

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

#### **SECTION 12: MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be 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. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

**S & ME, Inc.**  
**Consultant**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ALABAMA §

§

§

COUNTY OF MADISON §

§

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

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Notary Public





June 30, 2023

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attention: Ms. Gina Romine, ADEM Compliance Administrator

Reference: **Environmental Consulting Services**  
**FY2023 Outfall Inspections and Illicit Discharge Screening**  
City of Madison Municipal Separate Storm Sewer System  
Madison, Madison County, Alabama  
NPDES Permit ALS000014  
S&ME Proposal No. 23820107

Dear Ms. Romine:

S&ME, Inc. is pleased to submit this proposal for environmental consulting services related to outfall inspections for the City of Madison Municipal Separate Storm Sewer System (MS4). This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

## ◆ Project Information

The individual Phase II National Pollutant Discharge Elimination System (NPDES) Permit ALS000014 (Permit) for storm water discharges from the Madison MS4 was issued to the City of Madison with an effective date of November 1, 2020. NPDES Permit ALS000014 currently covers all urbanized areas within the corporate boundaries of the City of Madison.

Part II.B.3 of the individual Phase II NPDES Permit requires the City of Madison to conduct dry-weather screening of all major outfalls at least once every five years. The Madison MS4 Storm Water Management Program Plan (SWMPP), dated August 2021 requires screening of major outfalls in Priority Areas once every three years.

The initial round of outfall identification and screening conducted between Fiscal Year (FY) 2015 and FY2018 identified a total of 739 outfalls within the City of Madison. The 2016 permit required inspection of all outfalls, regardless of classification; therefore, outfalls were not classified as major or minor during the initial round of outfall reconnaissance. S&ME understands the City of Madison intends to continue inspections of major and minor outfalls until the outfalls have been classified and the major outfalls identified.

The 2021 SWMPP included a screening schedule delineating the inspection areas for each year (see Attachment 1). S&ME understands the City of Madison is requesting that S&ME perform inspections, IDDE screening, and classifications for outfalls within the FY2023 inspection area.



## ◆ Scope of Services

### Outfall Inspections

S&ME will perform inspections and dry-weather IDDE screening on the 155 outfalls within the FY2023 screening area, as shown on the attached Figure 2. S&ME personnel will inspect each existing outfall and record the following data:

1. Outfall condition
2. Surrounding land use
3. Pictures of the outfall, with outfall identification shown in the picture
4. Changes to conveyance type, size, material, or shape

Additionally, S&ME will perform inspections and dry-weather IDDE screening for known new outfalls constructed within the FY2023 screening area after the FY2017 and FY2017 2018 screening activities and identified during City activities (e.g., plan review, final inspection, complaint resolution, etc.). To locate the known new outfalls, S&ME will require coordinates or other location data from the City of Madison.

If a previously-unidentified outfall is observed during the FY2023 outfall inspections, S&ME will also perform inspection and dry-weather IDDE screening for that outfall.

S&ME personnel will inspect each newly-constructed or newly-identified outfall and record the following data:

1. Outfall coordinates
2. Conveyance type (ditch, culvert, pipe, etc.)
3. Conveyance shape
4. Conveyance size (pipe diameter, ditch width and depth, box culvert dimensions, etc.)
5. Conveyance material (RCP, PVC, CMP, etc.)
6. Outfall condition
7. Outfall elevation
8. Surrounding land use
9. Pictures of the outfall, with outfall identification shown in the picture

S&ME will perform the outfall inspections after a minimum of 72 hours without a rain event over 0.1 inch. Inspection data will be recorded on a modified version of the Outfall Reconnaissance Inventory Field Sheet to record field observations. The field sheet may be completed as a hardcopy or electronic format.

### Dry-Weather Field Screening

If dry-weather flow is observed at an inspected outfall, S&ME personnel will evaluate the physical indicators of the discharge. S&ME personnel will also perform field screening for the following parameters using portable meters or kits:

- Ammonia



- Chlorine
- pH
- Temperature

### Laboratory Analysis

If the initial field observations or field screening results indicate a suspect discharge, field crews will collect samples to be analyzed for the following parameters:

- Ammonia
- Fluoride
- Total Phosphorous
- Potassium
- MBAS (Surfactants) / Detergents

Samples collected for laboratory analysis will be containerized in laboratory-supplied containers, labeled, and placed in a cooler with ice. New disposable latex or Nitrile gloves will be used when transferring samples to containers. Samples will be shipped or delivered to a qualified laboratory under chain-of-custody. Please note that the detergents/surfactants analysis has a 48-hour laboratory hold time.

### Outfall Classification

Following the completion of the FY2023 outfall inspection activities, S&ME will evaluate each outfall identified within the FY2023 screening area to determine if it is a major or minor outfall as defined in the 2020 MS4 permit.

To complete the classification activities, S&ME may require information on zoning, storm sewer mapping, and drainage basins from the City.

### Reporting

S&ME will provide the completed field sheets, the GIS project file showing outfall locations and stream lines, photos, laboratory analytical reports, and additional information collected during the outfall inspections to the City of Madison ADEM Compliance Manager for entry into the City's GIS database. The collected information and laboratory analytical reports will be provided following the end of each phase of field activities.

If an illicit discharge is identified based on laboratory analysis, the collected information for the outfall will be submitted to the City of Madison ADEM Compliance Manager following receipt of the analytical results by S&ME.

If an obvious illicit discharge is encountered during field activities, the ADEM Compliance Manager will be notified at the time of the inspection.

### Summary Letter

S&ME will provide a summary letter of assessment activities, outfall inspections, laboratory analysis, and field sheets following completion of field assessment activities.



## ◆ Client Responsibilities

To perform the Scope of Services listed above, S&ME will require the following:

- Site access and notification of the public where necessary
- Delineated catchment areas for each outfall in GIS shapefile format (if available)
- Storm sewer mapping in GIS shapefile format
- Zoning maps in GIS shapefile format
- Coordinates of new outfalls identified during City activities (e.g., plan review, final inspection, complaint resolution)

## ◆ Excluded Services

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

- Stream-walking and/or plan review to locate outfalls not previously identified during the 2017 screening
- Investigation of potential illicit discharges
- Corrective actions and/or enforcement measures
- Survey of existing storm water infrastructure or features other than outfalls
- Data entry into the City of Madison GIS

## ◆ Schedule

S&ME anticipates that field activities will take approximately ten (10) days to complete; however, the total time necessary to perform the outfall inspection services may vary due to field conditions, the number of newly-constructed outfalls identified by the City, the number of suspect illicit discharges screened, the number of samples collected, and the time of year. Given the short hold time for some of the laboratory analyses, field activities will not be conducted on Fridays. Due to the requirement that outfall inspection activities be conducted during extended periods of dry weather, field activities may be spread out into multiple phases over several weeks.

S&ME will notify the City of Madison ADEM Compliance Manager prior to each phase of field activities. Following the completion of each phase, S&ME will update the ADEM Compliance Manager on the number of outfalls inspected, the number of samples collected, and the number of suspected illicit discharges.



## ◆ Compensation

Compensation for our services will be based on the actual time and expenses incurred in accordance with the attached Fee Schedule. Based on our understanding of the scope of services outlined above, S&ME estimates the following budget:

Activity	Budget	No. Units	Total
Outfall Inspections	\$2,370 per day	10 days	\$23,700
Suspect Discharge Field Screening	\$120 per outfall	20 outfalls	\$2,400
Suspect Discharge Laboratory Analysis	\$340 per outfall	5 outfalls	\$1,700
Outfall Classification (FY2023 outfalls only)	\$2,770	1 submittal	\$2,770
Reporting and Summary Letter	\$3,610	1 submittal	\$3,610
<b>TOTAL ESTIMATED BUDGET</b>			<b>\$34,180</b>

Please note that the total estimated budget assumes no more than 20 dry-weather flows and no more than five suspect discharges will be encountered during stream walking activities. The actual numbers of flows screened and/or sampled may vary.

Invoices will be prepared monthly. The total proposed budget will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

## ◆ Authorization

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign and return both copies to our office in the self-addressed stamped envelope. Upon receipt of the signed agreement, we will execute both copies, return one to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

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

## ◆ 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



**Environmental Consulting Services**  
**FY2023 Outfall Inspections and Illicit Discharge Screening**  
NPDES Permit ALS000014  
S&ME Proposal No. 23820107

of this proposal and corresponding final report 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.**

A handwritten signature in blue ink that reads "Sarah L. Yeldell".

Sarah L. Yeldell, P.E.  
Project Engineer

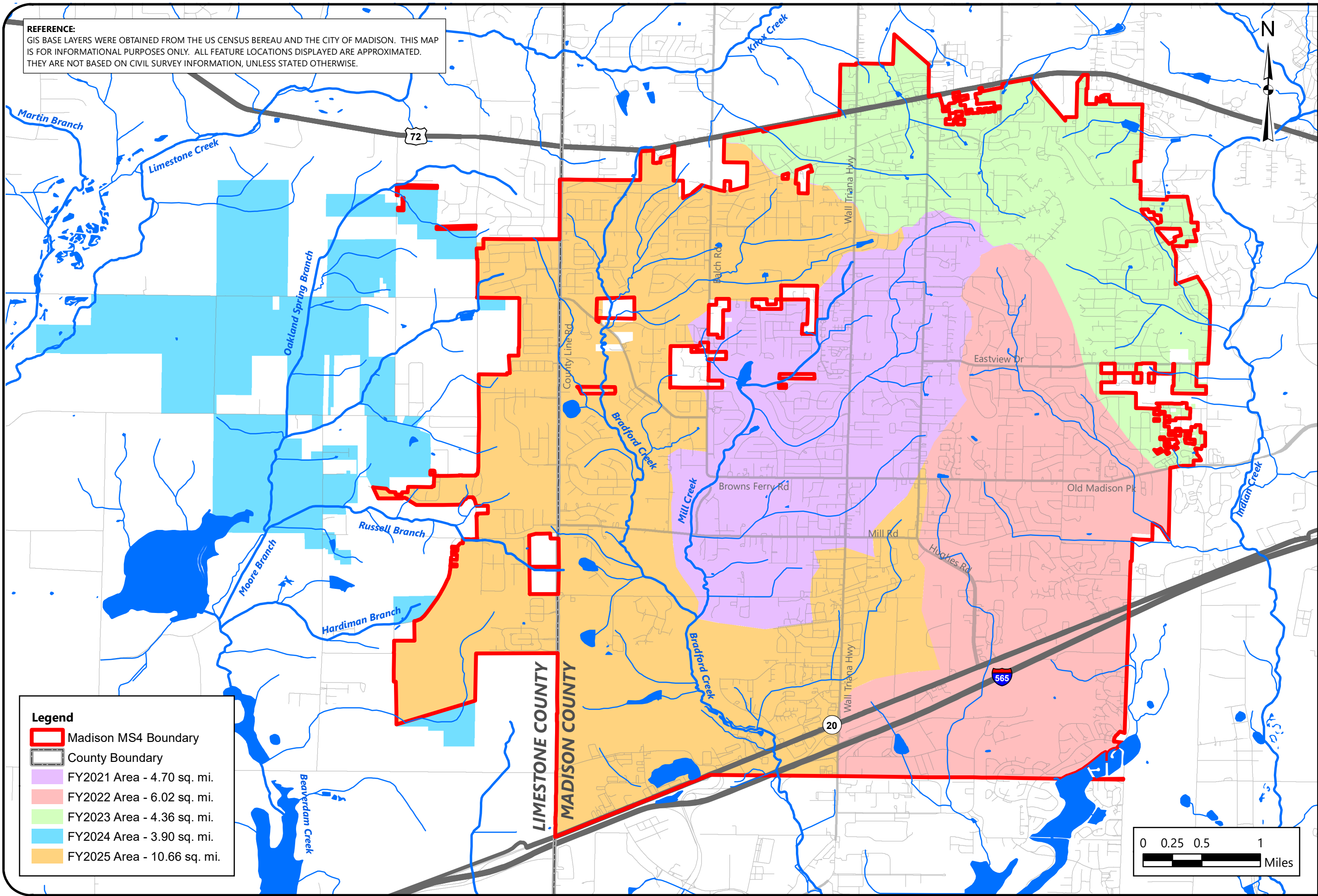
A handwritten signature in blue ink that reads "Deborah J. Jones".

Deborah J. Jones, P.E.  
Senior Engineer

Attachment: Figure 1 Outfall Inspection Schedule (FY2021-FY2025)  
Figure 2 FY2023 Outfall Inspection Area  
Environmental Services Fee Schedule  
Agreement for Services (AS-071)

## **Attachments**





OUTFALL INSPECTION SCHEDULE

CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM  
NPDES PERMIT NO. ALS000014

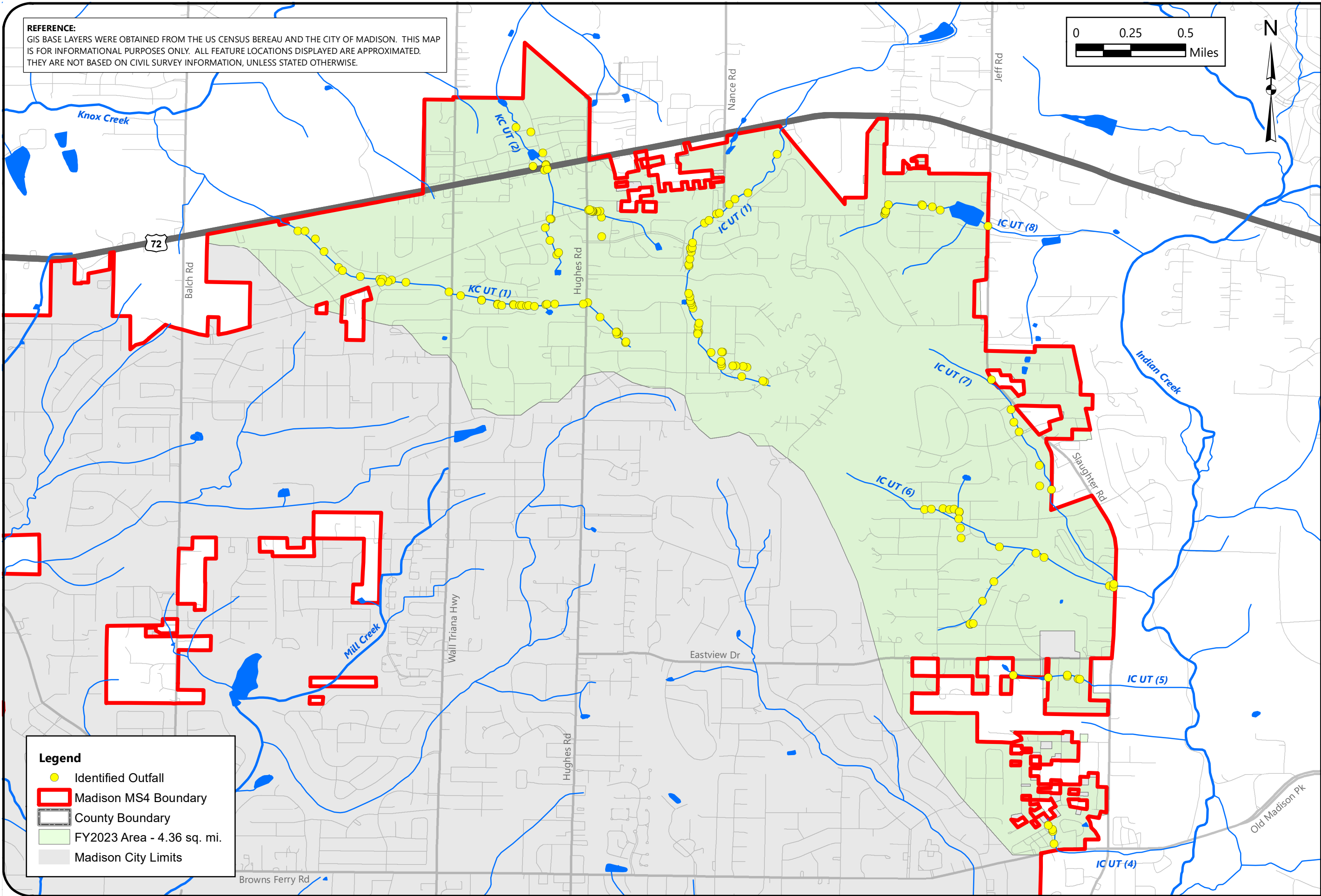
SCALE:  
1:48,151

DATE:  
04-06-2022

PROJECT NUMBER  
23820107

FIGURE NO.

1



FY2023 OUTFALL INSPECTION AREA

CITY OF MADISON, ALABAMA MUNICIPAL SEPARATE STORM SEWER SYSTEM  
NPDES PERMIT NO. ALS000014

SCALE:  
1:25,810

DATE:  
6/27/2023

PROJECT NUMBER  
23820107

FIGURE NO.

2



**Environmental Consulting Services**  
**FY2023 Outfall Inspections and Illicit Discharge Screening**  
 NPDES Permit ALS000014  
 S&ME Proposal No. 23820107

## Environmental Services Unit Rate Fee Schedule

LABOR CATEGORY	UNIT	RATE
Principal Engineer, Geologist, Scientist	per hour	\$215.00
Senior Engineer, Geologist, Scientist	per hour	\$180.00
Project Engineer, Geologist, Scientist	per hour	\$135.00
Staff Professional	per hour	\$100.00
Environmental Technician	per hour	\$90.00
CAD Operator	per hour	\$90.00
Administrative Support	per hour	\$75.00
UNIT RATE CATEGORY	UNIT	RATE
Travel Expenses	Cost +	20.00%
Supplies, Equipment, Materials & Shipping	Cost +	20.00%
pH Meter	per day	\$25.00
Conductivity Meter	per day	\$25.00
Chlorine Meter	per day	\$25.00
Ammonia Kit	per day	\$10.00
Oil-Water Interface Probe	per day	\$60.00
Dissolved Oxygen Meter	per day	\$50.00
Magnetic Locator / Metal Detector	per day	\$50.00
Transducer with Datalogger	per day	\$75.00
Field Tablet	per day	\$75.00
Field Computer	per day	\$20.00
Flow-thru Cell and Meter	per day	\$175.00
Multi-Parameter Water Quality Meter	per day	\$100.00
Turbidity Meter	per day	\$35.00
Miscellaneous Tools, Equipment & Supplies	per day	\$50.00
GPS Unit (Sub-Meter Accuracy Capability)	per day	\$160.00



# AGREEMENT FOR SERVICES

Form AS-071

Date: 6/30/2023	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: City of Madison, Alabama (hereafter Client)
Address: 360D Quality Circle NW, Suite 450 City: Huntsville State: Alabama Zip: 35806	Address: 100 Hughes Road City: Madison State: Alabama Zip: 35758
Telephone: 256-837-8882 Fax:	Telephone: 256-772-5672 Fax:
<b>PROJECT</b>	
Project Name: <b>FY2023 Outfall Inspections and Illicit Discharge Screening</b>	
Project location: (Street Address) 100 Hughes Road	
City: Madison	State: Alabama Zip: 35758
<b>SERVICES TO BE RENDERED</b>	
Proposal Number: <b>23820107</b> dated: 6/30/2023 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:

- 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.
- 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, Alabama \_\_\_\_\_

**S&ME, Inc.**

**BY:** \_\_\_\_\_  
(Signature)

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name / Title)

\_\_\_\_\_  
(Print Name / Title)

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSAL NUMBER:** 23820107 \_\_\_\_\_

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

**RESOLUTION NO. 2023-276-R****A RESOLUTION ACCEPTING INTO PUBLIC USE AND  
MAINTENANCE THE BARNETT'S CROSSING PHASE 1**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective August 28<sup>th</sup>, 2023, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Barnett's Crossing, Phase 1 as recorded in the Limestone County Probate Office in Plat Book K, Pages 287-289.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of August 2023

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*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of August 2023

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*Paul Finley, Mayor*  
City of Madison, Alabama



**CITY OF MADISON, ALABAMA**  
**MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS**

Subdivision: Barnett's Crossing Phase 1

Principal: Barnett's Crossing, LLC (Darby Campbell)

Bond No: 1664 Amount: 214,138.18 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 10 day of August, 2023.

  
WITNESS

PRINCIPAL  
By:   
Its: President

APPROVED:  
  
City Engineer

8/14/2023  
Date

ACCEPTED:  
  
CITY OF MADISON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:  
  
\_\_\_\_\_  
City Clerk - Treasurer

**THE 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: Barnett's Crossing, Phase 1

Plat Book: K Page: 287-289 or Document # N/A

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, 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 Board, and if applicable the City of Madison.

Date: 06/29/2023

Developer: Barnett's Crossing, LLC

Address: 309 Lefferman Rd, Knoxville, TN 37919

By: [Signature] Darby Campbell, President

**ENGINEERING CERTIFICATION  
(THE BOARD)**

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the 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 the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 07/17/2023

Consulting Engineer(s): Morell Engineering - Lucas Mathias

Address: 4801 University Square Suite 20, Huntsville, AL 35816

By: [Signature]



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

Subdivision: Barnett's Crossing, Phase 1

Plat Book: K Page: 287-289 or Document # N/A

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has 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 sanitary sewer system 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 7<sup>th</sup> day of August, 2023, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.

  
Board Chairman

**ENGINEERING CERTIFICATION  
FOR THE CITY OF MADISON**

This is to certify that 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 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(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 07/12/2023

Consulting Engineer(s): Moran Engineering - Lucas Mathias

Address: 4801 University Square Suite 20, Huntsville, AL 35816

By: 

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

Subdivision: Barnett's Crossing, Phase 1

Plat Book: K Page: 287-289 or Document # N/A

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system 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 sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.

  
Engineering Director

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



# COMMERCIAL BANK

10413 Kingston Pike  
Knoxville, TN 37922

## IRREVOCABLE LETTER OF CREDIT (FOR SUBDIVISION MAINTENANCE BOND)

Beneficiary:

City of Madison  
100 Hughes Road  
Madison, AL 35758  
(hereinafter "CITY")

Applicant:

Barnettes Crossing LLC  
308 Letterman Rd  
Knoxville, TN 37919  
(hereinafter "DEVELOPER")

Bank:

Commercial Bank  
10413 Kingston Pike  
Knoxville, TN 37922  
(hereinafter "BANK")

Subdivision: Barnettes Crossing  
35 Ginsberg Road  
Madison, AL 35758

LOC No. 1664  
Amt: \$214,138.18  
Date: 08/28/2023  
Expiration: 09/28/2025  
(at least 25 months after date)

We hereby establish our Standby Irrevocable Letter of Credit ("LOC") in favor of CITY for the account of DEVELOPER for the purpose of securing a Maintenance Bond for Subdivision Improvements submitted by DEVELOPER as a condition for acceptance of the referenced subdivision into the City's Maintenance Program. This LOC shall be valid up to the amount above stated. It shall be available for draft by the CITY at sight drawn to BANK on or before the expiration date.

"This draft is made against the attached LOC submitted to the City of Madison by the referenced DEVELOPER as security for a maintenance bond posted upon application for acceptance of the subdivision improvements referenced therein. We hereby certify that the referenced subdivision improvements are defective or in need of repair, and that DEVELOPER has been given a reasonable opportunity to cure such defects or make such repairs, yet has failed to do so. Funds drawn under the attached LOC and received from BANK will be used to cure such defects or make such repairs."

We hereby engage with *bona fide* holders that drafts drawn strictly in compliance with the terms of the LOC and any amendments thereto on or before the close of business on the referenced expiration date shall meet with due honor upon presentation to BANK.

Except as otherwise stated, this LOC is subject to the "Uniform Customs and Practices for Documentary Credit" (2007 revision), International Chamber of Commerce Publication 600 ("UCP"). As to matters not covered by the UCP, this credit is subject to and governed by the laws of the State of Alabama.

Additional terms or conditions: \_\_\_\_\_

BANK: Commercial Bank

By

Jack Cornett  
Jack Cornett VP/Commercial Loan Officer

State of Tennessee    )  
                                  )  
County of Knox        )

Personally appeared before me, **Jack Cornett**, with whom I am personally acquainted, and who acknowledged that he/she executed the foregoing irrevocable letter of credit for the purposes therein contained and who further acknowledged that he/she is the **Vice President of Commercial Bank**, and as such is authorized to execute this instrument.

Witness my hand, at office, this 10<sup>th</sup> day of August, 2023.

Joy D. Murphy  
Notary Public Joy Murphy

Notary Expiration Date: 10/31/2024



**RESOLUTION NO. 2023-278-R****A RESOLUTION AUTHORIZING AN INDEMNIFICATION  
AGREEMENT BETWEEN THE CITY OF MADISON AND THE OWNER  
OF PROPERTY LOCATED AT 102 CASTLEBERRY COURT**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Natasha Stallworth-Embry and James Embry II, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Indemnification and Hold Harmless Agreement" to have the owners of property at 102 Castleberry Court indemnify and hold the City harmless from any actions arising from the placement of a retaining wall in the City's easement; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of August 2023.

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*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA       )  
COUNTY OF LIMESTONE )

### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**WHEREAS**, Natasha Stallworth-Embry & James Embry II (hereinafter referred to as “Owner”) is constructing a residential home located within Lot 4 of the Bellawoods Subdivision on Castlewood Court; and

**WHEREAS**, Owner has elected to construct retaining walls on or about the address of 102 Castleberry Court, Madison, Alabama; and

**WHEREAS**, the Owner did construct retaining walls (herein “the Walls”) at or about 102 Castleberry Court, Madison, Alabama that partially lays upon and encumbers a utility and drainage easement held by the City of Madison, Alabama (herein, the “City”); and

**WHEREAS**, the location of the Wall and the City’s utility and drainage easement is more specifically described in **Attachment A: Diagram**; and

**WHEREAS**, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (herein, “MU”) operates and maintains a sewer line within the easement and enjoys the right to add, remove, modify, re-route and maintain a sewer line within wd pursuant to its franchise agreement with the City;

**WHEREAS**, the City and MU has requested that the Owner provide both City, MU and all other public utilities operating within the utility and drainage easement an indemnification agreement and acknowledge those conditions and terms that shall henceforth apply to the Wall within said utility and drainage easement.

**NOW THEREFORE, OWNER** does hereby agree:

1. That, the Owner, its successors and/or any other assigns, shall defend, indemnify and hold the City, MU, all other public utilities and/or their employees, officials and/or any other representative of the City, MU and other public utilities harmless from and against any and all claims, demands, damages, actions, causes of action, losses, costs and expenses (including, without limitation, attorney’s fees and other costs) arising out of or relating to the maintenance, repair, upkeep and/or other associated expense associated with the Wall.
2. That, the Owner, its successors and/or any other assigns shall remove the Wall within seventy-two (72) hours’ notice from the City, MU and/or other public utilities that either intend to perform utility and/or drainage easement maintenance and that the cost/expense of such removal of the Wall shall remain exclusively the responsibility of the Owner its successors and/or other assigns.
3. That, the Owner, its successors and/or any other assigns shall be required to incur all responsibility for maintaining, repairing, and/or replacing the Wall.
4. That, the Owner, its successors and/or any other assigns shall remain responsible for all damages caused by any failure, collapse and/or other negative impact of the Wall henceforth and that this indemnification is with respect to all general or special damages, choate or inchoate claims, direct or consequential damages of any nature whatsoever.
5. That, the Owner shall file this agreement with the Judge of Probate for Limestone County Alabama to provide proper notice to any and all future successors and/or assignees of these obligations that shall run with the Property and shall provide

executed and recorded copies of the agreement to the City and to MU within thirty (30) days from execution of same.

This indemnification is made free of any coercion or duress.

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.

In witness whereof I have hereunto set my hand and seal on this the 12 day of August, 2023.

Owner 1: Natasha Stallworth-Embry

By: Natasha Stallworth-Embry  
Its: Owner 1

Date: 8/12/23

Owner 2: James Embry II

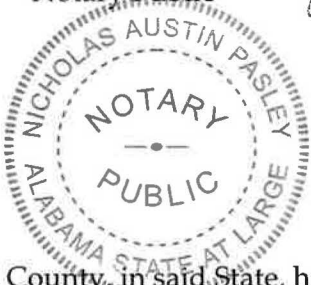
James Embry II  
owner 2

8/12/23

STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON               §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **Natasha Stallworth-Embry**, who was made known to me, acknowledged before me on this day that, being fully informed of the contents of the instrument, she executed the same voluntarily

Given under my hand and official seal this 12 day of August, 2023.

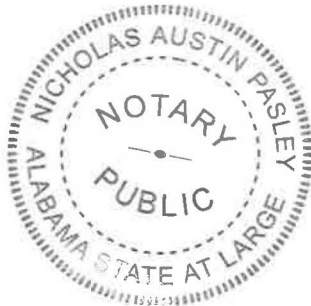
Nicholas Pasley  
Notary Public  


STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON               §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that **James Embry, II**, who was made known to me, acknowledged before me on this day that, being fully informed of the contents of the instrument, he executed the same voluntarily

Given under my hand and official seal this 12 day of August, 2023.

Nicholas Pasley  
Notary Public





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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Notary Public

Water and Wastewater Board of the City of Madison

By: Emory DeBord

Its: General Manager

Date: 8/15/23

STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON               §

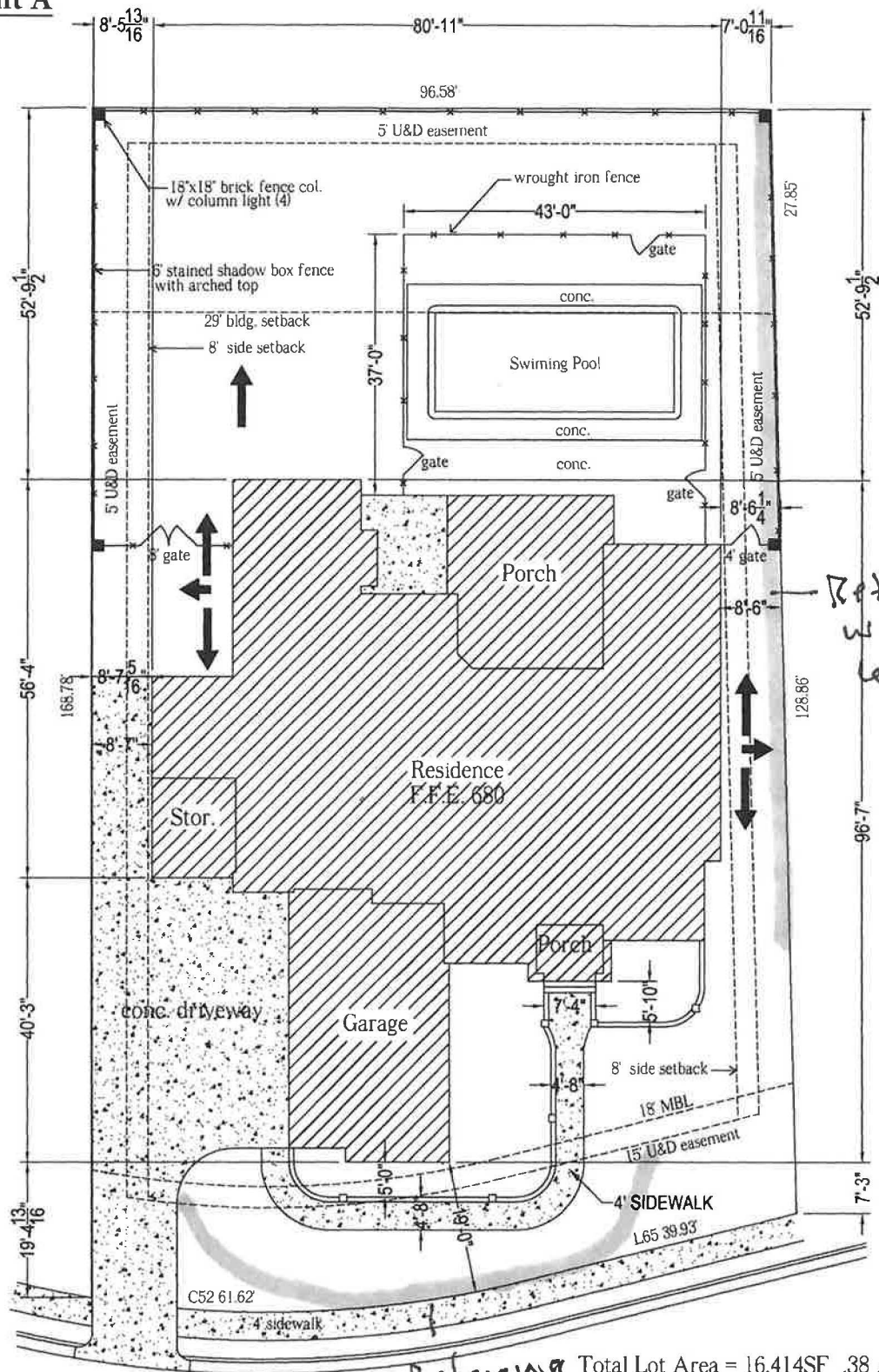
I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Emory DeBord who has signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as an officer of the Water and Wastewater Board of the City of Madison with full authority, executed the same voluntarily for and as the act of the Water and Wastewater Board of the City of Madison.

Given under my hand and official seal this 15<sup>th</sup> day of August, 2023.

Jodie M. Parker  
Notary Public

My Commission Expires August 28, 2023

Attachment A



Retaining wall less than 4'

Retaining Total Lot Area = 16,414SF .38 Acre wall less than 4'

Lot 4 Bellawoods  
CASTLEBERRY CT.

Stonewood Homes  
(256) 280-8378

Maplewood A  
Lot 4 Bellawoods

Plot Plan

PAGE:  
OF

**RESOLUTION NO. 2023-281-R**

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH TTL, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with TTL, Inc., for professional environmental consulting services for development of a construction plan for removing floodway fill adjacent to Rainbow Glen Circle, 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 his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of August 2023.

---

*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

---

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

**APPROVED** this 28th day of August 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and TTL, Inc., located at 6767 Old Madison Pike #404, Huntsville AL 35806, hereinafter referred to as "Consultant."

### WITNESS TO:

**WHEREAS**, the City of Madison has sought professional engineering services for the development of construction plans for a floodway fill removal project at 180 Rainbow Glen Circle; and

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

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

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

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

### SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: professional engineering services for the development of construction plans for a floodway fill removal project at 180 Rainbow Glen Circle, said services to be administered according to Consultant's proposal dated August 17, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.

- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

## SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to **exceed twenty-two thousand two hundred fifty dollars (\$22,250.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

### SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

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

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

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



**SECTION 4: COMMENCEMENT; TERM**

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

**SECTION 5: TERMINATION**

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

**SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

**SECTION 7: EXCUSED PERFORMANCE**

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

**SECTION 8: ASSIGNMENT**

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

## **SECTION 9: ENTIRE AGREEMENT: WAIVER**

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

## **SECTION 10: NOTICES**

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Brian E. Wysock, P.E.  
TTL, Inc.  
6767 Old Madison Pike #404  
Huntsville, AL 35806*

## **SECTION 11: GOVERNING LAW**

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

## **SECTION 12: MISCELLANEOUS PROVISIONS**

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

limited.

- B. The failure of either party to enforce any provision of this Agreement shall not be 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. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

**TTL, Inc.**  
**Consultant**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF ALABAMA** §

§

**COUNTY OF MADISON** §

§

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

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public



6767 Old Madison Pike #404  
Huntsville, AL 35806  
256.384.6768  
**www.TTLUSA.com**

August 17, 2023

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Attn: Mr. Michael Johnson, P.E. CFM, City Engineer  
(Michael.johnson@madisonal.gov)

**RE: Proposal for Engineering and Design Services  
180 Rainbow Glen Circle Floodway Fill Removal  
Madison, Madison County, Alabama  
TTL Proposal Number: 000230502628.00**

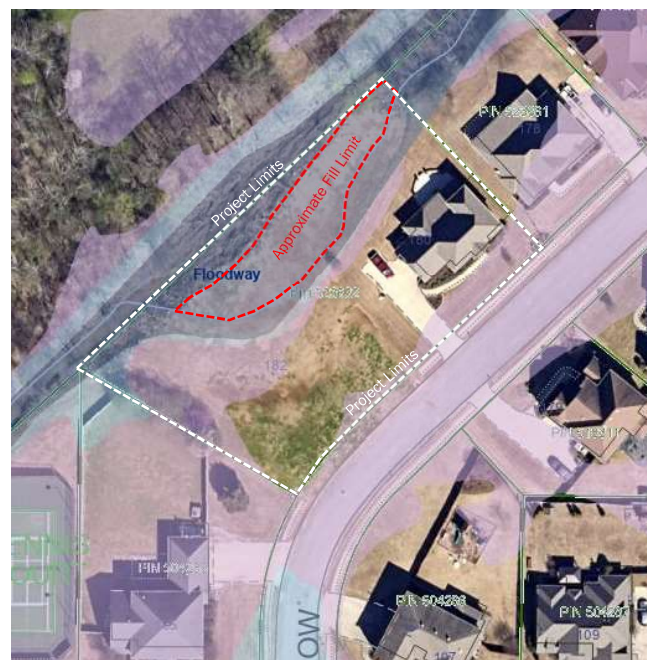
Dear Mr. Johnson:

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

## PROJECT INFORMATION

Project information was provided by Michael Johnson, P.E. and Michelle Dunson, P.E., with the City of Madison, through email correspondence and a meeting with Charles Olgee, P.E., Anthony Cain, and Eric Bridwell, with TTL on August 4, 2023. TTL understands that the owner of the property at 180 Rainbow Glen Circle, in the City of Madison, filled a portion of the Regulatory Floodway (Floodway) associated with Tributary 3 to Indian Creek. Figure 1, to the right, illustrates the approximate boundary of the Floodway fill.

We understand the City is planning to contract for the removal of the fill and has requested TTL's assistance in preparing construction plans for the fill removal project.



**Figure 1**

The following sections present our proposed scope of services to provide construction plans and specifications for removal of the Floodway fill.

## SCOPE OF SERVICES

### Existing Conditions Topographic Map

Initially, TTL will complete a topographic survey with recorded data in sufficient density to develop a DTM (Digital Terrain Model) of the project area. The topographic survey will include ground elevations and the location, dimensions, and material (as appropriate) of physical improvements within the project limits. Aboveground utility locations and marked underground utilities will be acquired from field observations. The existing conditions topographic map will serve as the basis of the site design. The topographic survey will be provided in NAD Alabama 83 East State Plane coordinates.

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

### Fill Removal Design and Construction Documents

TTL will provide design services associated with removal of the Floodway fill. Based on our understanding of the project objectives, TTL proposes to use available GIS and LIDAR imagery to develop proposed contours that best represent the topography of the Floodway prior to placement of the fill. Using the proposed contours, we will prepare a preliminary site grading plan for the City's review.

Following the City's review of the preliminary site grading plan, TTL will prepare construction plans for the project consisting of the following:

- Site Demolition Plan – This plan will indicate existing site improvements which are to be removed as a part of the construction process (stormwater pipe extension).
- Grading Plans - TTL will provide proposed grade line elevations and selected spot elevations for the site including all grading associated with removal of the Floodway fill. The grading plans will include reference stream cross-sections.
- Erosion and Sediment Control Plans – TTL will prepare erosion and sediment control plans in accordance with the requirements of the local and state jurisdiction.
- Construction Details - TTL will provide the necessary construction details and notes needed for construction of the plans designed by TTL.
- TTL will prepare "Issued-for-Construction" drawings, signed and sealed by the engineer of record, an Alabama registered Professional Engineer. We note that the actual number and subject of drawings may vary from the list summarized above as the engineering work progresses. We have assumed the drawings will be D-size, 22" x 34".
- *Specifications* - TTL will prepare specifications that communicate the scope of work, material requirements, and construction requirements of the design. General project requirements related to project administration will be summarized in the initial specification sections. Detailed engineering requirements will be defined in technical specifications that communicate the detailed design components for earthworks, stormwater management facilities, and ancillary project elements. The specifications will be developed using the City of Madison standard specifications and document templates.



### **Construction Phase Staking Services**

TTL will stake the Floodway boundary and 10' offsets prior to commencement of construction.

### **As-Built Topographic Map**

Following completion of the construction, TTL will complete an as-built topographic survey of the project area.

### **EXCLUSIONS**

Please note this proposal does not include any of the following services due to the variable nature of this scope of services. Some of these services may be required and a proposal for these services can be provided upon the final determination of the scope of services:

- Structural design (retaining walls or bridge structures);
- Geotechnical engineering;
- Environmental studies or permitting;
- Construction observation or testing.

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

### **SCHEDULE**

Based on our understanding of the project, we will begin our surveying fieldwork immediately upon authorization to proceed. We expect the topographic survey to take approximately a week to complete. We anticipate our design services can be completed within about two weeks following completion of the field survey. Factoring in time for the City's review and any revisions, we will strive to deliver completed construction plans within three to four weeks of authorization.

### **COMPENSATION**

We propose to perform the Scope of Services outlined in this proposal for the lump sum fee of \$22,250. The scope of services outlined in this proposal is limited to the activities as described herein. Invoices will be submitted to the City monthly on a percent complete basis.

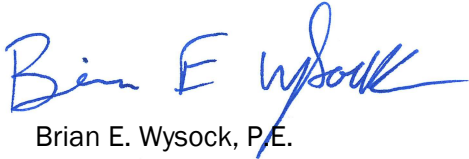
### **AUTHORIZATION**

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

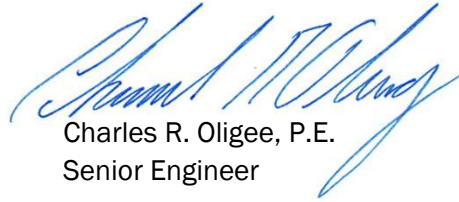
## CLOSING

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

Sincerely,  
TTL, Inc.



Brian E. Wysock, P.E.  
Regional Manager



Charles R. Olgee, P.E.  
Senior Engineer

Attachment:

*TTL Professional Services Agreement*



## PROFESSIONAL SERVICES AGREEMENT

TTL PROJECT NO.: 000230502628.00

PROJECT NAME: 180 Rainbow Glen Circle

This Agreement made and entered into on August 17, 2023 by and between TTL, Inc., hereinafter called "Consultant" and City of Madison, Alabama hereinafter called "Client" is for the services described under this Agreement.

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

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



## PROFESSIONAL SERVICES AGREEMENT

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



## PROFESSIONAL SERVICES AGREEMENT

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

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



## PROFESSIONAL SERVICES AGREEMENT

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

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

### CLIENT

ENTITY NAME: City of Madison, Alabama  
 CONTACT NAME: Michael Johnson P.E. CFM  
 TITLE: City Engineer  
 ADDRESS: 100 Hughes Rd  
 CITY AND STATE: Madison, AL  
 OFFICE PHONE: 256-772-5639  
 CELL PHONE: 256-836-9246  
 EMAIL: michael.johnson@madisonal.gov

SIGNED: \_\_\_\_\_  
 Paul Finley, Mayor

DATE: August, 2023

### ATTEST:

\_\_\_\_\_  
 Lisa D. Thomas  
 City Clerk-Treasurer

### CONSULTANT

ENTITY NAME: TTL, Inc.  
 CONTACT NAME: Brian E. Wysock P.E.  
 TITLE: Regional Manager/Vice President  
 ADDRESS: 6767 Old Madison Pike #404  
 CITY, STATE, ZIP: Huntsville, AL, 35806  
 OFFICE PHONE: 256-384-6768  
 CELL PHONE: N/A  
 EMAIL: bwyssock@ttlusa.com

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_



**RESOLUTION NO. 2023-284-R****A RESOLUTION AUTHORIZING AN AGREEMENT WITH SAFE HAVEN  
FOR INSTALLATION OF AN INFANT SAFE BOX**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Safe Haven, for the installation of an infant safe box at Fire Station Number One, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "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 his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof; and

**BE IT FURTHER RESOLVED** that, the City of Madison accepts the contribution from an anonymous donor that shall pay all expenses associated with the installation of the infant drop box at Fire Station Number One.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of August 2023.

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*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this 28th day of August 2023.

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*Paul Finley, Mayor*  
City of Madison, Alabama



## LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of August 28, 2023 by and between **Safe Haven Baby Boxes, Inc.**, an Indiana nonprofit corporation, (“SHBB”) and the **City of Madison, Alabama** (“Provider”).

### RECITALS

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”), and awareness related to preventing child abandonment.

WHEREAS, Alabama Code § 26-25-1, *et al* (the “Safe Haven Laws”), provides certain protections to emergency medical service providers that install a newborn safety device (the “Safety Device”);

WHEREAS, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises of Provider. Delivery of the Safety Device shall be the expense of the designated anonymous donor. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider must arrange for the payment of all installation costs and expenses for labor and/or materials with its anonymous donor. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

**Section 3. Lease and Service Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties.

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to arrange for payment from the anonymous donor to SHBB an initial fee of Twelve Thousand and 00/100 Dollars (\$12,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and

any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a “Safe Haven Baby Box”. Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

## **Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the [City / Hospital]'s master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under [City / Hospital]'s master general liability and umbrella policies.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after

this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

## **Section 10. Remedies.**

**A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**B. Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

## **Section 12. Disclaimer and Limitation of Warranties.**

**SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY,**

**PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.**

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

### **Section 13. Miscellaneous.**

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes  
Attn: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Provider Notice shall be given to:

The City Attorney  
City of Madison  
City Hall  
100 Hughes Road  
Madison, AL 35758

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

- A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.
- C. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- D. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.
- E. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- F. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- G. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other



Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

**“SHBB”**

By: \_\_\_\_\_  
Monica Kelsey, Founder / CEO  
Safe Haven Baby Boxes, Inc.

**“PROVIDER”**

By: \_\_\_\_\_  
Paul Finley

Its: \_\_\_\_\_  
Mayor, City of Madison



# Safe Haven Baby Boxes

Safe Haven Baby Boxes is a non profit dedicated to ending infant abandonment. We are the only organization in the nation allowing for complete anonymous surrender. It is a privilege to have you invested as a partner in this mission.

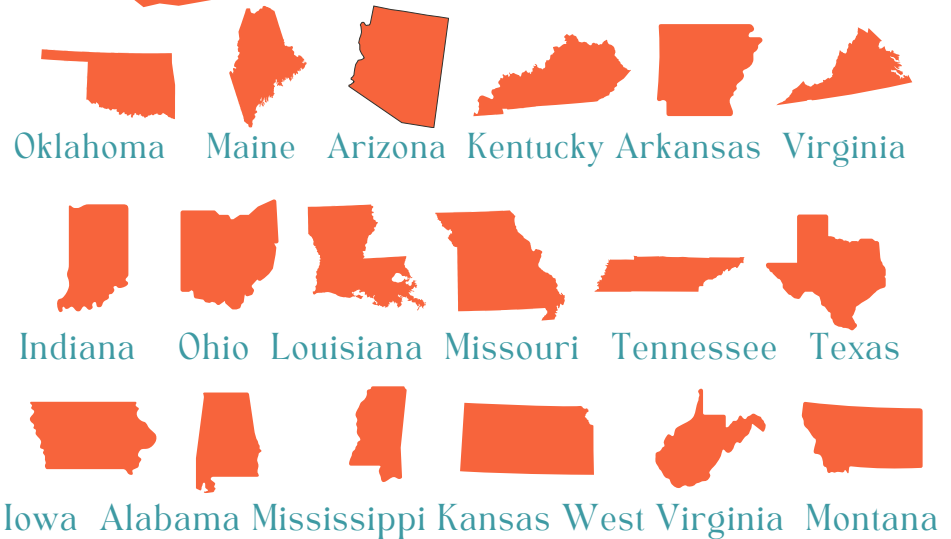


## BABY BOX PLACEMENT INQUIRY GUIDE

# CAN I PLACE A BABY BOX IN MY COMMUNITY?

Yes, however, some states have made it easier than others.

States with  
existing  
legislation  
permitting  
placement of  
Baby Boxes



If your state is not above, do not be discouraged. We have model legislation that can be used for a local ordinance to permit the usage of a Safe Haven Baby Box.

## Baby Box Investment

The fees for Safe Haven Baby Boxes range from \$11,000-\$16,000 depending on installation and location.

\*These prices are good for 90 days after the receipt of this informational packet \*

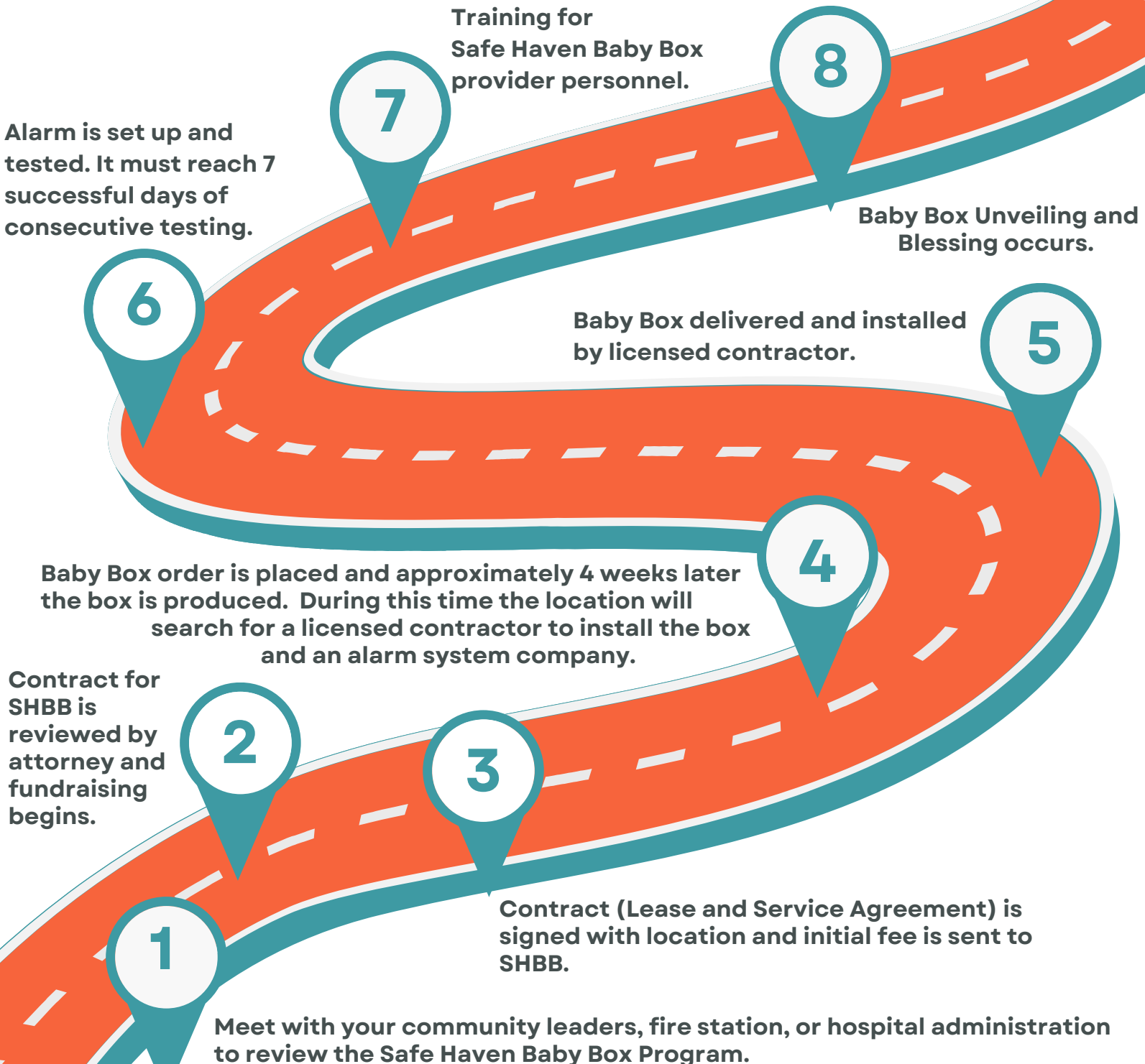
## Fundraising

Typically, many local community organizations will aid in the fundraising along with private donors. We have fundraising policies and strategies that will be provided.

# Road to Active Baby Box

Baby Box goes live and available to aid infants with parents in crisis.

Item A.



# Are you ready to be a partner in changing the narrative?

Help us change the headline



**Mother sought by authorities after giving birth in Ventura parking lot, abandoning newborn baby**

18-year-old facing murder charge after the death of her 1-month-old son

**Couple arrested after baby found dead in cat litter**

By Associated Press

March 20, 2018 | 7:41pm

**Baby Found In Philadelphia Dumpster Dies; Teen Arrested: Reports**

**First Kentucky infant anonymously surrendered at 'baby box'**

Newborn legally surrendered to Safe Haven Baby Box in Elkhart County

**First baby to be surrendered in Tennessee left at Knoxville's first Baby Box**

**Baby girl surrendered in Safe Haven box in Ocala adopted by rescuer**

## Ready to get started?

Meet with your local fire station or hospital you are interested in placing a Baby Box.

The location will request a contract from us. We can't wait to see where we're going next on our mission to end infant abandonment! We are grateful to have your support!

**RESOLUTION NO. 2023-282-R**

**A RESOLUTION AUTHORIZING A QUITCLAIM DEED TO VARDAN, LLC TO  
CLARIFY TITLE TO PROPERTY LOCATED AT 8721 MADISON BOULEVARD**

**WHEREAS** the Property located at 8721 Madison Boulevard, formerly doing business as the Wyndam Garden Inn, is being sold from Vardan, LLC to a potential buyer; and

**WHEREAS** the Property is more specifically described as follows:

STATE OF ALABAMA )  
MADISON COUNTY )

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND ALSO BEING A PART OF TRACT NO. 3 OF THE MADISONVILLE PROPERTIES EAST AS RECORDED IN PLAT BOOK 8, PAGE 43, PROBATE RECORDS, MADISON COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN ON THE SOUTHERLY MARGIN OF ALABAMA HIGHWAY NO. 20 WHICH IS NORTH 0 DEGREES 35 MINUTES EAST 973.78 FEET AND SOUTH 63 DEGREES 39 MINUTES WEST 440.00 FEET FROM THE CENTER OF SAID SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST;

THENCE FROM THE POINT OF BEGINNING, ALONG THE SOUTHERLY MARGIN OF ALABAMA HIGHWAY 20, SOUTH 63 DEGREES 39 MINUTES 00 SECONDS WEST 350.00 FEET TO AN IRON PIN;

THENCE LEAVING THE SOUTHERLY MARGIN OF ALABAMA HIGHWAY NO. 20, SOUTH 10 DEGREES 55 MINUTES 12 SECONDS EAST 600.28 FEET TO AN IRON PIN ON THE NORTHERLY MARGIN OF LIME QUARRY ROAD;

THENCE ALONG THE NORTHERLY MARGIN OF LIME QUARRY ROAD, SOUTH 89 DEGREES 07 MINUTES 54 SECONDS EAST 334.65 FEET TO AN IRON PIN;

THENCE LEAVING THE NORTHERLY MARGIN OF LIME QUARRY ROAD, NORTH 10 DEGREES 11 MINUTES 00 SECONDS WEST 761.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.20 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING AS SHOWN ON THE RIGHT-OF-WAY MAP OF PROJECT NO. ID-565-5(4) AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF NORTHWEST QUARTER A DISTANCE OF 198 FEET, MORE OR LESS, TO THE

PRESENT NORTHWEST RIGHT-OF-WAY OF LIME QUARRY ROAD; THENCE NORTHEASTERLY ALONG SAID PRESENT NORTHWEST

RIGHT-OF-WAY LINE A DISTANCE OF 53 FEET, MORE OR LESS, TO THE PRESENT NORTH RIGHT-OF-WAY LINE OF SAID ROAD; THENCE EASTERLY ALONG SAID PRESENT NORTH RIGHT-OF-WAY LINE A DISTANCE OF 665 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN TO BE CONVEYED, SAID POINT OF BEGINNING BEING ON A LINE WHICH EXTENDED FROM A POINT THAT IS 250 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF PROJECT NO. ID-565-5(4) AT STATION 659+00 TO A POINT THAT IS 235 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES OF THE CENTERLINE OF SAID PROJECT AT STATION 668+75; THENCE NORTHEASTERLY ALONG SAID LINE A DISTANCE OF 78 FEET, MORE OR LESS, TO SAID POINT THAT IS 235 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT AT STATION 668+75; THEN NORTHEASTERLY ALONG A LINE (WHICH IF EXTENDED WOULD INTERSECT A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHERN RAILWAY THAT IS 115 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT) A DISTANCE OF 116 FEET, MORE OR LESS, TO THE EAST PROPERTY LINE, THENCE SOUTHERLY ALONG SAID EAST PROPERTY LINE A DISTANCE OF 53 FEET, MORE OR LESS, TO THE PRESENT NORTH RIGHT-OF-WAY LINE OF LIME QUARRY ROAD; THENCE WESTERLY ALONG SAID PRESENT NORTH RIGHT-OF-WAY LINE A DISTANCE OF 190 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID STRIP OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND CONTAINING 0.15 ACRES, MORE OR LESS

**WHEREAS**, on April 29, 1985, a Warranty Deed filed in the Madison County Probate Office conveyed a lien to the City of Madison pursuant to a Revenue Bond; and

**WHEREAS** said Warranty Deed also provides that the Revenue Bond terminated as of March 31, 2005; and

**WHEREAS** the City has confirmed it no longer holds any interest in the Property since the Revenue Bond was satisfied; and

**WHEREAS** no Satisfaction was properly filed with the Probate Court document the termination of the Revenue Bond; and

**WHEREAS** the lack of a filed Satisfaction has created a question to the Property's title.

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a quitclaim deed divesting the City of any and all claims to the Property for the purpose of clarifying title to the Property and promoting further economic



development of the Property.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28<sup>th</sup> day of August 2023.

---

*Ranae Bartlett, Council President*  
City of Madison, Alabama

ATTEST:

---

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

**APPROVED** this 28<sup>th</sup> day of August 2023.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

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

STATE OF ALABAMA        )  
MADISON COUNTY         )

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST, OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND ALSO BEING A PART OF TRACT NO. 3 OF THE MADISONVILLE PROPERTIES EAST AS RECORDED IN PLAT BOOK 8, PAGE 43, PROBATE RECORDS, MADISON COUNTY, ALABAMA;

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RIGHT-OF-WAY LINE A DISTANCE OF 53 FEET, MORE OR LESS, TO THE PRESENT NORTH RIGHT-OF-WAY LINE OF SAID ROAD; THENCE EASTERLY ALONG SAID PRESENT NORTH RIGHT-OF-WAY LINE A DISTANCE OF 665 FEET, MORE OR LESS, TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN TO BE CONVEYED, SAID POINT OF BEGINNING BEING ON A LINE WHICH EXTENDED FROM A POINT THAT IS 250 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF PROJECT NO. ID-565-5(4) AT STATION 659+00 TO A POINT THAT IS 235 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES OF THE CENTERLINE OF SAID PROJECT AT STATION 668+75; THENCE NORTHEASTERLY ALONG SAID LINE A DISTANCE OF 78 FEET, MORE OR LESS, TO SAID POINT THAT IS 235 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT AT STATION 668+75; THEN NORTHEASTERLY ALONG A LINE (WHICH IF EXTENDED WOULD INTERSECT A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTHERN RAILWAY THAT IS 115 FEET NORTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT) A DISTANCE OF 116 FEET, MORE OR LESS, TO THE EAST PROPERTY LINE, THENCE SOUTHERLY ALONG SAID EAST PROPERTY LINE A DISTANCE OF 53 FEET, MORE OR LESS, TO THE PRESENT NORTH RIGHT-OF-WAY LINE OF LIME QUARRY ROAD; THENCE WESTERLY ALONG SAID PRESENT NORTH RIGHT-OF-WAY LINE A DISTANCE OF 190 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID STRIP OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND CONTAINING 0.15 ACRES, MORE OR LESS

**TO HAVE AND TO HOLD** to said Grantee, its heirs, successors, and assigns forever.

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this 28<sup>th</sup> day of August, 2023.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, 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 Paul Finley, 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 August 2023.

\_\_\_\_\_  
Notary Public



## ORDINANCE NO. 2023-180

### VACATION OF FLOODPLAIN EASEMENT LOCATED WITHIN COMMON AREA 4 AND LOTS 27, 65-82, AND 91-96 OF THE ACADIA AT ARLINGTON PARK 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 **Doublehead Properties, LLC**, requesting the vacation of floodplain easement located within Common Area 4 and Lots 27, 65-82 and 91-96 of Acadia at Arlington Park Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF MADISON

#### **EASEMENT TO BE VACATED**

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 ARLINGTON PARK AS RECORDED IN PLAT BOOK 29 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 277.44 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 01°14'38" WEST A DISTANCE OF 134.92 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 157.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 155.25 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 107.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 33.08 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 70.05', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF SOUTH 27°59'58" WEST , WITH A CHORD LENGTH OF 67.53', TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 152.88 FEET TO A POINT; THENCE SOUTH 25°02'40" WEST A DISTANCE OF 29.84 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 9.52 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 148.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 147.89 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.66', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF NORTH 36°52'40" WEST , WITH A CHORD LENGTH OF 71.64', TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 95.42 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 175.96 FEET TO A POINT; THENCE NORTH 10°54'48" WEST A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 105.79 FEET TO A POINT; THENCE NORTH 01°44'43" WEST A DISTANCE OF 73.43 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 93.58 FEET AND BACK TO THE POINT OF BEGINNING, SAID FLOODPLAIN EASEMENT CONTAINS 2.66 ACRES, 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 floodplain easement in favor of **Doublehead Properties, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of August 2023.

---

***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of August 2023.

---

***Paul Finley, Mayor***  
**City of Madison, Alabama**



This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

**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 floodplain easement described below and does by these presents release, remise, quitclaim, and convey unto **Doublehead Properties LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described floodplain easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA  
COUNTY OF MADISON

**EASEMENT TO BE VACATED**

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 ARLINGTON PARK AS RECORDED IN PLAT BOOK 29 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 277.44 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

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*Quitclaim Deed  
Acadia at Arlington Park, Floodplain VOE  
Page 1 of 2*

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**TO HAVE AND TO HOLD** to said Grantee, its 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 August, 2023.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

Lisa Thomas  
City Clerk-Treasurer

STATE OF ALABAMA

22

202

**COUNTY OF MADISON**

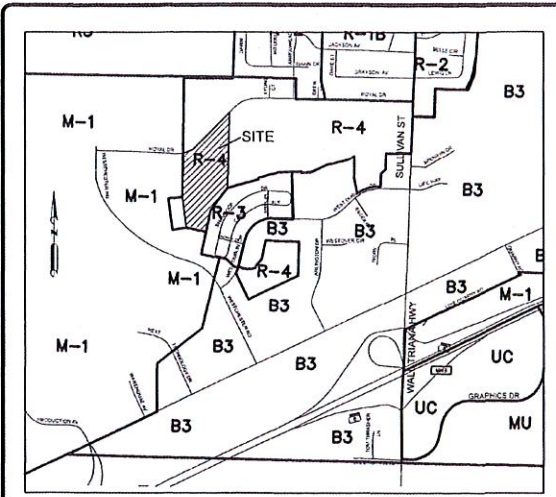
202

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

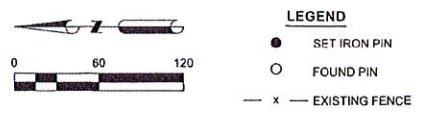
Given under my hand this the \_\_\_\_\_ day of August 2023.

Notary Public





SITE VICINITY MAP  
1"=1200'



- NOTES:
1. THERE IS A 15.00' P.U.D.E. ALONG THE RIGHT-OF-WAY ON EACH LOT.
  2. DEED REFERENCE:  
P.B. 910 PG. 233  
LOWE-WINGTON INVESTMENTS LTD.  
307 FRANKLIN ST  
HUNTSVILLE, AL 35801
  3. SETBACKS ARE GOVERNED BY THE LATEST EDITION OF THE ZONING ORDINANCE.
  4. ZONING DISTRICT: R-4
  5. THERE ARE 1,965 L.F. OF PROPOSED STREETS AND 2.20 ACRES OF PROPOSED RIGHT-OF-WAY FOR THIS PHASE.
  6. THIS DEVELOPMENT IS 14.33 ACRES, 96 LOTS, AND 4 COMMON AREAS IN TRACT 1, WITH A TOTAL PROPERTY AREA OF 14.33 ACRES.
  7. THE SMALLEST LOT CONTAINS 3000.20 SQUARE FEET (0.07 ACRES).
  8. THIS DEVELOPMENT CONTAINS 3.89 ACRES OF OPEN AREA.
  9. ALL DRAINAGE DITCHES ARE TO BE CENTERED ON PROPERTY LINES UNLESS OTHERWISE SHOWN.
  10. ALL UTILITIES SHALL BE UNDERGROUND.
  11. IF ADVERSE CONDITIONS ARE UNCOVERED DURING CONSTRUCTION, THE CITY ENGINEER MAY REQUIRE MODIFICATION OF THESE PLANS TO THE EXTENT NECESSARY TO ASSURE COMPLIANCE WITH THE CITY'S CONSTRUCTION SPECIFICATIONS MANUAL.
  12. ALL LOTS SHALL BE GRADED SO THAT RUN-OFF WILL BE DIRECTED TO THE STREET OR TO DRAINAGE WAYS IN A DEDICATED EASEMENT.
  13. A FOUR FOOT CONCRETE SIDEWALK IS REQUIRED ALONG BOTH SIDES OF ALL STREETS WITHIN THE SUBDIVISION. ALL SUCH SIDEWALKS FRONTING COMMON AREAS MUST BE CONSTRUCTED WITH THE SUBDIVISION. SIDEWALKS ALONG ROYAL DRIVE MUST BE CONSTRUCTED WITH THE SUBDIVISION. INDIVIDUAL HOMEBUILDERS ARE REQUIRED TO CONSTRUCT REQUIRED SIDEWALKS ADJACENT TO THEIR SITE AS A CONDITION TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
  14. SIDEWALK RAMP SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) SPECIFICATIONS WITH DETECTABLE WARNING PAVEMENT INLAIS.
  15. DRIVEWAYS SHALL BE PLACED SUCH THAT THE DRIVEWAY IS NOT WITHIN THE RADIUS OF ANY INTERSECTION, DOES NOT CONFLICT WITH INTERSECTION SIGHT DISTANCE, DOES NOT CONFLICT WITH ANY UTILITY, AND DOES NOT CONFLICT WITH ANY ACCESSIBILITY STRUCTURE.
  16. COMMON AREAS SHALL BE MAINTAINED BY THE OWNER OF RECORD AS LISTED IN THE MADISON COUNTY TAX ASSESSOR'S OFFICE.
  17. EACH RESIDENTIAL LOT SHALL HAVE NOT LESS THAN 300 SQUARE FEET OF YARD SPACE ADJACENT TO THE DWELLING AND SECURED AT SIX FEET ABOVE GROUND LEVEL FROM VIEW OF NEIGHBORING PROPERTIES OR ACCESS ROAD. SAID YARD SPACE SHALL BE EQUAL IN WIDTH TO THE DWELLING AND SHALL HAVE A MINIMUM DIMENSION OF NOT LESS THAN 12 FEET.
  18. NO LOT SHALL HAVE ACCESS TO ROYAL DRIVE.
  19. NO PRIVATE IMPROVEMENTS OR FENCES WILL BE ALLOWED WITHIN OPEN U&D EASEMENTS.
  20. 25' BUFFER STRIP ADJACENT TO ROYAL DRIVE IS RESERVED FOR SCREENING. THE PLACEMENT OF STRUCTURES HEREON IS PROHIBITED.
  21. FLOODPLAIN EASEMENT TO BE VACATED ONCE FINAL DETERMINATION ISSUED FOR FEMA CASE NUMBER 23-04-0738A.

Plat Book 2023 Page 3  
Madison County, Alabama  
From: B. 910 PG. 233  
Recorded: 1/12/2023 10:12:55 AM  
Tract: 323029  
591.25

FLOODPLAIN EASEMENT:  
STATE OF ALABAMA  
COUNTY OF MADISON

A FLOODPLAIN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2A BLOCK 2 OF A RESUBDIVISION OF LOT 2 BLOCK 2 ARLINGTON PARK AS RECORDED IN PLAT BOOK 29 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE FOR MADISON COUNTY, ALABAMA; THENCE RUN SOUTH 01°14'38" WEST A DISTANCE OF 27.44 FEET TO A POINT, THENCE SOUTH 88°45'22" EAST A DISTANCE OF 113.97 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED FLOODPLAIN EASEMENT;

THENCE FROM THE POINT OF BEGINNING RUN SOUTH 01°14'38" WEST A DISTANCE OF 134.92 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 157.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 155.25 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 107.15 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 33.08 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 70.05', WITH A RADIUS OF 75.00', WITH A CHORD BEARING OF SOUTH 27°59'58" WEST, WITH A CHORD LENGTH OF 67.53', TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 152.88 FEET TO A POINT; THENCE SOUTH 25°02'40" WEST A DISTANCE OF 29.84 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 20.71 FEET TO A POINT; THENCE SOUTH 01°14'38" WEST A DISTANCE OF 9.52 FEET TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 148.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 147.89 FEET TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 72.66', WITH A RADIUS OF 125.00', WITH A CHORD BEARING OF NORTH 38°52'40" WEST, WITH A CHORD LENGTH OF 71.84', TO A POINT; THENCE NORTH 88°45'22" WEST A DISTANCE OF 55.42 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 175.96 FEET TO A POINT; THENCE NORTH 10°54'48" WEST A DISTANCE OF 14.25 FEET TO A POINT; THENCE NORTH 01°14'38" EAST A DISTANCE OF 105.78 FEET TO A POINT; THENCE NORTH 01°44'43" WEST A DISTANCE OF 73.43 FEET TO A POINT; THENCE SOUTH 88°45'22" EAST A DISTANCE OF 93.58 FEET AND BACK TO THE POINT OF BEGINNING, SAID FLOODPLAIN EASEMENT CONTAINS 2.66 ACRES, MORE OR LESS.

FLOOD PLAIN:

I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE AE, X, AND THE REGULATORY FLOODWAY AS SHOWN ON THE FEDERAL INSURANCE MAP (F.I.R.M.), COMMUNITY PANEL NUMBER 010890292E, DATED 10/02/2014.

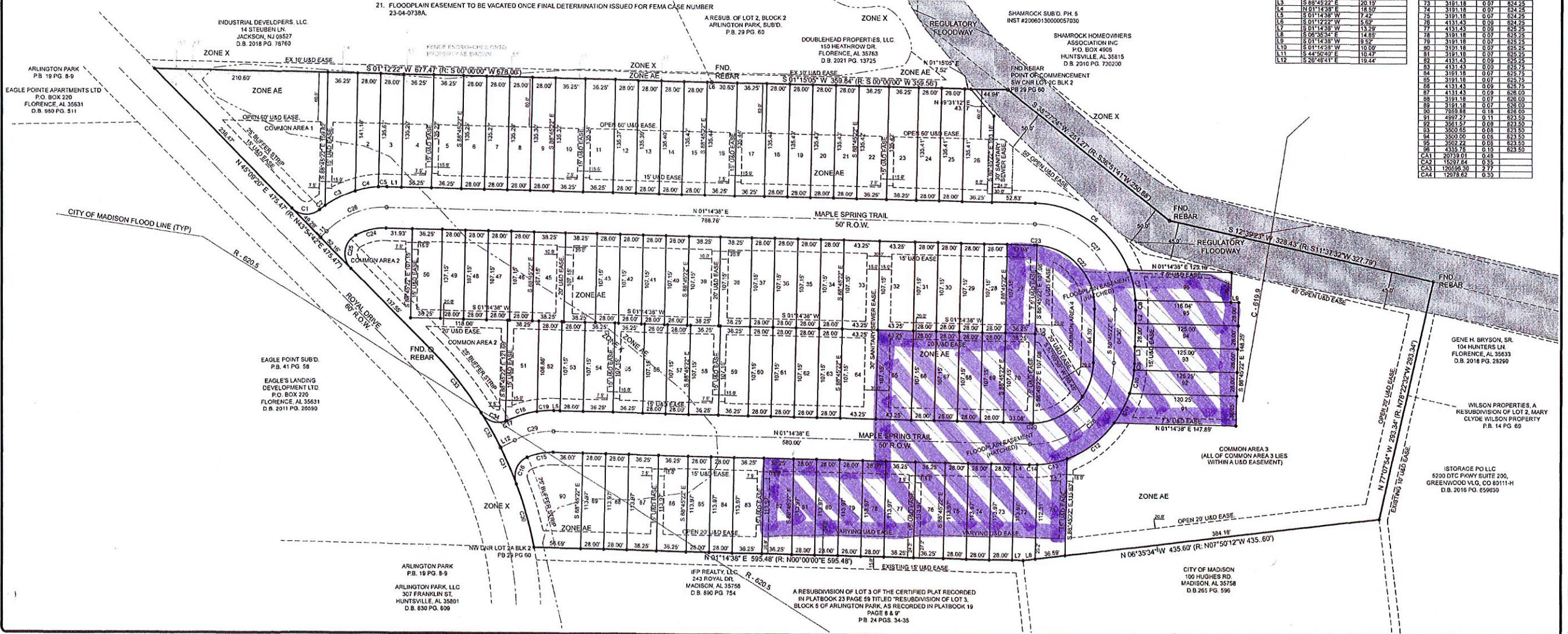
I HEREBY CERTIFY THAT PORTIONS OF THE PROPERTY AS SHOWN WERE REMOVED FROM FLOOD ZONE AE PER LOU CASE NO. 98-04-1478A.

W. J. Hume  
SURVEYOR OF RECORD  
DATE 12/15/22



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00	85.14	85.14	S 89°48'36" W	84°11'32"
C2	125.00	85.14	85.14	N 3°19'53" W	8°54'28"
C3	125.00	40.59	40.77	N 25°59'34" W	18°46'18"
C4	125.00	28.62	28.55	N 10°02'50" W	13°06'59"
C5	125.00	10.33	10.33	N 01°07'24" W	4°42'54"
C6	125.00	148.98	138.55	S 34°55'41" W	67°22'07"
C7	125.00	37.17	37.17	S 77°12'30" W	17°11'29"
C8	125.00	11.89	11.89	N 88°31'29" E	2°26'23"
C9	125.00	17.85	17.85	S 86°57'21" E	3°36'02"
C10	125.00	28.44	28.44	S 78°37'22" E	13°03'27"
C11	125.00	40.31	40.31	S 82°48'36" E	18°53'34"
C12	125.00	72.66	71.84	S 30°52'40" E	33°18'18"
C13	125.00	37.19	37.19	S 11°04'38" E	17°06'38"
C14	125.00	9.51	9.51	S 00°56'08" E	4°21'31"
C15	125.00	32.31	32.31	S 11°04'38" E	6°43'58"
C16	125.00	34.58	34.58	S 87°09'00" E	67°30'18"
C17	125.00	2.48	2.48	N 22°50'46" W	5°38'46"
C18	125.00	38.54	37.59	N 16°57'02" W	17°28'10"
C19	125.00	20.57	20.57	N 03°29'38" E	2°26'31"
C20	125.00	3.17	3.17	N 00°01'55" E	2°26'26"
C21	125.00	114.64	103.89	S 44°58'02" E	87°43'34"
C22	125.00	114.64	103.89	S 47°29'53" W	87°27'03"
C23	125.00	3.17	3.17	S 02°27'17" W	2°26'18"
C24	125.00	30.72	37.61	S 13°21'07" E	29°11'48"
C25	125.00	45.29	39.29	S 79°44'33" E	103°34'46"
C26	125.00	82.44	78.28	N 21°48'01" W	48°05'18"
C27	125.00	157.08	141.42	N 48°14'38" E	60°00'00"
C28	125.00	157.08	141.42	S 43°55'22" E	80°00'00"
C29	125.00	48.48	48.48	S 12°47'01" W	28°03'19"
C30	125.00	78.53	78.53	N 73°58'09" E	17°46'31"
C31	125.00	47.59	47.59	N 55°08'35" E	5°24'32"
C32	125.00	47.59	47.59	N 03°14'28" E	8°53'41"
C33	125.00	97.78	87.62	S 51°13'23" W	54°08'18"
C34	125.00	33.74	33.74	S 19°37'59" W	77°16'24"
C35	125.00	10.06	10.06	S 27°05'58" W	53°20'49"
C36	125.00	12.59	11.64	N 36°52'40" W	33°18'18"

LINE	BEARING	DISTANCE
L1	S 01°14'38" W	17.65
L2	N 88°45'22" W	16.15
L3	S 88°45'22" E	20.15
L4	N 01°14'38" E	18.59
L5	S 01°14'38" W	7.42
L6	S 01°12'22" W	5.62
L7	S 01°14'38" W	13.29
L8	S 08°35'34" E	14.85
L9	S 01°14'38" W	9.52
L10	S 01°14'38" W	10.00
L11	S 44°50'49" E	10.47
L12	S 26°48'41" E	19.44



LOT	SQ FEET	ACRES	MIN FFE
1	5410.00	0.11	528.00
2	3539.44	0.09	528.00
3	3769.78	0.09	528.00
4	4502.60	0.11	528.00
5	4502.60	0.11	528.00
6	3767.16	0.09	528.00
7	4502.60	0.11	528.00
8	3769.78	0.09	528.00
9	3769.78	0.09	528.00
10	4502.60	0.11	528.00
11	4502.60	0.11	528.00
12	3767.16	0.09	528.00
13	3767.16	0.09	528.00
14	3767.16	0.09	528.00
15	3767.16	0.09	528.00
16	4502.60	0.11	528.00
17	4502.60	0.11	528.00
18	3767.16	0.09	528.00
19	3767.16	0.09	528.00
20	3767.16	0.09	528.00
21	3767.16	0.09	528.00
22	4502.60	0.11	528.00
23	4502.60	0.11	528.00
24	3767.16	0.09	528.00
25	3767.16	0.09	528.00
26	4502.60	0.11	528.00
27	3539.44	0.09	528.00
28	3539.44	0.09	528.00
29	3539.44	0.09	528.00
30	3539.44	0.09	528.00
31	3539.44	0.09	528.00
32	3539.44	0.09	528.00
33	4502.60	0.11	528.00
34	4502.60	0.11	528.00
35	3539.44	0.09	528.00
36	3539.44	0.09	528.00
37	3539.44	0.09	528.00
38	4502.60	0.11	528.00
39	4502.60	0.11	528.00
40	4502.60	0.11	528.00
41	4502.60	0.11	528.00
42	3539.44	0.09	528.00
43	3539.44	0.09	528.00
44	4502.60	0.11	528.00
45	4502.60	0.11	528.00
46	3539.44	0.09	528.00
47	3539.44	0.09	528.00
48	3539.44	0.09	528.00
49	3539.44	0.09	528.00
50	3539.44	0.09	528.00
51	4502.60	0.11	528.00
52	4502.60	0.11	528.00
53	3539.44	0.09	528.00
54	3539.44	0.09	528.00
55	3539.44	0.09	528.00
56	3539.44	0.09	528.00
57	3539.44	0.09	528.00
58	3539.44	0.09	528.00
59	3539.44	0.09	528.00
60	3539.44	0.09	528.00
61	3539.44	0.09	528.00
62	3539.44	0.09	528.00
63	3539.44	0.09	528.00
64	4502.60	0.11	528.00
65	4502.60	0.11	528.00
66	3539.44	0.09	528.00
67	3539.44	0.09	528.00
68	3539.44	0.09	528.00
69	3539.44	0.09	528.00
70	3539.44	0.09	528.00
71	3539.44	0.09	528.00
72	3539.44	0.09	528.00
73	3539.44	0.09	528.00
74	3539.44	0.09	528.00
75	3539.44	0.09	528.00
76	3539.44	0.09	528.00
77	3539.44	0.09	528.00
78	3539.44	0.09	528.00
79	3539.44	0.09	528.00
80	3539.44	0.09	528.00
81	3539.44	0.09	528.00
82	3539.44	0.09	528.00
83	3539.44	0.09	528.00
84	3539.44	0.09	528.00
85	3539.44	0.09	528.00
86	3539.44	0.09	528.00
87	4502.60	0.11	528.00
88	4502.60	0.11	528.00
89	3539.44	0.09	528.00
90	3539.44	0.09	528.00
91	4502.60	0.11	528.00
92	4502.60	0.11	528.00
93	3539.44	0.09	528.00
94	3539.44	0.09	528.00
95	3539.44	0.09	528.00
96	3539.44	0.09	528.00
97	3539.44	0.09	528.00
98	3539.44	0.09	528.00
99	3539.44	0.09	528.00
100	3539.44	0.09	528.00

REVISIONS

1	711 E. HOBBS STREET, ATHENS, AL 35611
2	PHONE: (205) 897-4857
3	WWW.MORELLENGINEERING.COM

**MORELL ENGINEERING**

FINAL PLAT  
of  
ACADIA  
AT ARLINGTON PARK

CURT: DOUBLEHEAD PROPERTIES LLC  
100 HUGHES RD  
FLORENCE, ALABAMA

MORELL PROJECT NUMBER: 21-0138

SCALE: 1"=60'

DRAWN BY: MTW

DATE: 10/18/2022

CHECKED BY: MTM

SHEET NUMBER  
1



**ORDINANCE NO. 2023-246**

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT  
LOCATED WITHIN LOT 3 OF HERITAGE HILLS – PHASE 1 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 Steve K. Chapman & Lacia R. Chapman, requesting the vacation of utility and drainage easement located within Lot 3 of Heritage Hills Subdivision Phase 1 and further described as follows:

STATE OF ALABAMA  
COUNTY OF LIMESTONE

**EASEMENT TO BE VACATED**

A PARCEL OF LAND BEING A PORTION OF LOT 3 OF THE FINAL PLAT OF “HERITAGE HILLS – PHASE 1” AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND ALSO BEIGN LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEIGN MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON PIN MARKING THE NORTHWEST OF LOT 3 OF HERITAGE HILLS – PHASE 1 AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 37 DEGREES 25 MINUTES 47 SECONDS EAST, 8.18 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 07 MINUTES 36 SECONDS EAST, 18.76 FEET TO A POINT; THENCE SOUTH 03 DEGREES 48 MINUTES 09 SECONDS EAST, 52.55 FEET TO A POINT; THENCE SOUTH 04 DEGREES 05 MINUTES 49 SECONDS EAST, 49.46 FEET TO A POINT; THENCE SOUTH 04 DEGREES 15 MINUTES 40 SECONDS EAST, 40.91 FEET TO A POINT; THENCE SOUTH 02 DEGREES 39 MINUTES 15 SECONDS EAST, 5.00 FEET TO A POINT THENCE SOUTH 49 DEGREES 15 MINUTES 25 SECONDS WEST, 38.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECONDS EAST, 177.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES (3,890 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 and drainage easement in favor of **Steve K. Chapman and Lacia R. Chapman**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this 28<sup>th</sup> day of August 2023.

---

***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_ day of August 2023.

---

***Paul Finley, Mayor***  
**City of Madison, Alabama**

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

**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 utility and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Steve K. Chapman and Lacia R. Chapman** (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Limestone County, Alabama, to-wit:

STATE OF ALABAMA  
COUNTY OF LIMESTONE

**EASEMENT TO BE VACATED**

A PARCEL OF LAND BEING A PORTION OF LOT 3 OF THE FINAL PLAT OF “HERITAGE HILLS – PHASE 1” AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA AND ALSO BEIGN LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST OF MADISON COUNTY, ALABAMA AND BEIGN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON PIN MARKING THE NORTHWEST OF LOT 3 OF HERITAGE HILLS – PHASE 1 AS RECORDED IN PLAT BOOK J PAGE 417, IN THE OFFICE OF THE JUDGE PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE, SOUTH 37 DEGREES 25 MINUTES 47 SECONDS EAST, 8.18 FEET TO THE POINT OF BEGINNING;

THENCE, FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 07 MINUTES 36 SECONDS EAST, 18.76 FEET TO A POINT; THENCE SOUTH 03 DEGREES 48 MINUTES 09 SECONDS EAST, 52.55 FEET TO A POINT; THENCE SOUTH 04 DEGREES 05 MINUTES 49 SECONDS EAST, 49.46 FEET TO A POINT; THENCE SOUTH 04 DEGREES 15 MINUTES 40 SECONDS EAST, 40.91 FEET TO A POINT; THENCE SOUTH 02 DEGREES 39 MINUTES 15 SECONDS EAST, 5.00 FEET TO A POINT THENCE SOUTH 49 DEGREES 15 MINUTES 25 SECONDS WEST, 38.61 FEET TO A POINT; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECONDS EAST, 177.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES (3,890 SQUARE FEET), MORE OR LESS.

**TO HAVE AND TO HOLD** to said Grantee, its 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 August, 2023.

*Quitclaim Deed*  
*Heritage Hills Phase 1 – Lot 3, U&D VOE*  
*Page 1 of 2*

Attest:

Lisa Thomas  
City Clerk-Treasurer

§

§

§

Given under my hand this the \_\_\_\_\_ day of August 2023.

Notary Public





SCALE: 1"=30'

EXHIBIT B

1

2

5.0' U & D  
ESM'T  
TO REMAIN

18.8'

5.0'

10' U&D ESM'T

EASEMENT VACATION  
±0.09 A.C. (3,890 SQ. FT.)

3

OWNER OF RECORD  
PEARSON HOMES, INC.  
3058 LEEMAN FERRY ROAD  
HUNTSVILLE, AL 35801  
DB 2023 PG 10426

15' U&D ESM'T

BARKLEY CT.

5.0' 10' U&D ESM'T

4

38.6'



EASEMENT VACATION EXHIBIT  
FOR LOT 3  
FOR  
HERITAGE HILLS PH 1  
MADISON, ALABAMA

DATE	REVISION	DESCRIPTION	BY
05.24.23	-	EASEMENT VACATION	JCB

SHEET:

2 OF 2

**RESOLUTION NO. 2023-274-R**

**A RESOLUTION AUTHORIZING A PERMISSIVE USE AGREEMENT WITH  
BJ'S WHOLESALE CLUB, INC. & TOWN MADISON FOR PLACEMENT OF  
A SIGN IN THE CITY RIGHT-OF-WAY**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Permissive Use Agreement ("Agreement") with BJ's Wholesale Club, Inc. and the Town Madison District Business Association, Inc., for the placement of a sign within the City's right-of-way; said Agreement to be substantially similar in purpose, intent, and composition as that document attached hereto and identified as "Permissive Use 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 his designee shall be hereby authorized for the entire term thereof to execute all documentation 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; and

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 28th day of August 2023.

\_\_\_\_\_  
*Ranae Bartlett, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of August 2023.

\_\_\_\_\_  
*Paul Finley, Mayor*  
City of Madison, Alabama

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

### **PERMISSIVE USE AGREEMENT**

This Agreement (“Agreement”) made and entered into on this the 28<sup>th</sup> day of August, 2023, by and between the **CITY OF MADISON, ALABAMA**, a municipal corporation (“City”), **BJ’S WHOLESALE CLUB, INC.**, a Delaware corporation (“BJ’s”), and **TOWN MADISON BUSINESS ASSOCIATION, INC.**, an Alabama non-profit corporation (“TMBA”).

### **W I T N E S S E T H:**

**WHEREAS**, the City has installed and is responsible for operating and maintaining rights of way (the “ROW”) located on Wall Triana Highway adjacent to Lot 3 in Intergraph North Campus Phase 3, in Madison County, Alabama recorded in Plat Book 2018, Plat 40565 (“Lot 3”) in the Office of the Judge of Probate of Madison County, Alabama (the “Probate Office”); and

**WHEREAS**, BJ’s is the fee simple owner of Lot 4 as shown on the Certified Plat of Intergraph North Campus Phase 6 in Madison County, Alabama, recorded in Book 2022, Page 315 in the Probate Office (the “Tract”), as evidenced by that certain Statutory Warranty Deed dated and recorded on September 26, 2022 in Book 2022, Page 45751 in the Probate Office; and

**WHEREAS**, BJ’s intends to have a monument sign (“Sign”) constructed adjacent to Lot 3, and the Sign will extend into and encroach upon the ROW in the approximate locations identified on attached **Exhibit A**; and

**WHEREAS**, following construction of the sign by BJ’s, TMBA shall own and be responsible for the maintenance, repair and replacement of the Sign, as necessary; and

**WHEREAS**, the Sign could be impacted by excavation of the ROW in connection with the City’s permitted uses; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants given by the parties hereto, it is understood and agreed as follows:

1. BJ’s and TMBA agree, affirm and acknowledge as follows:
  - a. That the proposed Sign will encroach on the ROW located north of Graphics Drive and infringe upon the City’s unfettered access to the ROW for the purposes for which it was reserved.
  - b. That City’s acquiescence of BJ’s and TMBA’s encroachment and resulting infringement is permissive only and shall not be deemed to affect or diminish the

City's right to the free and unfettered use of the ROW for the purposes for which it was granted, in any fashion at any time, except as otherwise expressly set forth herein.

- c. That BJ's and TMBA's proposed encroachment and infringement is to be permitted under this Agreement subject to the limitations and express understandings stated in this Agreement. BJ's and TMBA acknowledge that the Madison City Code and Zoning Ordinance provide that the City may remove obstructions or signs in ROW at will, and that the City reserves its rights to do so, subject to the notice provisions provided in this Agreement.
- d. If the City or City-authorized franchise holders ("Franchisees") are required to maintain, repair, or replace utility lines located in the ROW, the City will provide thirty (30) days' prior written notice to BJ's and TMBA of its need to excavate or otherwise access the ROW. After providing notice consistent with this paragraph, the City may remove or cause to be removed, at TMBA's sole cost and expense, the Improvements which encroach upon the ROW to the minimum extent reasonably necessary to complete the maintenance, repair or replacement within the ROW. After the City or Franchisees complete any such maintenance, repair, or replacement within the ROWs, TMBA may restore and reconstruct the Sign in accordance with this Agreement and City building and sign permit requirements. Notwithstanding the foregoing, in the event of an emergency, the City or its Franchisees may immediately access the ROW and remove or cause to be removed the Sign, which encroaches upon the ROW, as reasonably necessary to address the emergency, without giving notice, provided that the City shall give such notice to BJ's and TMBA as soon as is reasonably practicable given the circumstances. The determination of whether an emergency exists which requires immediate maintenance, repair or replacement shall be solely within the discretion of the City.
- e. Subject to the terms of Section 1(f) below, the City shall have no obligation to repair or replace any Sign, landscaping, or related improvements so removed or disturbed or to restore the surface of the ROW to the condition that existed prior to removal of the Improvements. To the extent reasonably possible given the circumstances related to any maintenance, repair or replacement, the City will endeavor to minimize interference with the business operations being conducted on Lot 3, the Tract and any other location(s) within Town Madison while exercising its rights to use of the ROW and the rights included in this Agreement.
- f. That no additional improvement or encroachment beyond the proposed Sign referenced in this Agreement shall be allowed or permitted without the express, written, additional permission of the City.
- g. BJ's and TMBA acknowledge that this Agreement extends only to use of the ROW by the City and that no agreement, representation or warranty of any kind is made by the City whatsoever regarding any use of the ROW by persons or entities other than the City.

2. Subject to the conditions stated hereinabove, the City grants its limited permission for BJ's and TMBA to construct, operate, and maintain the proposed Sign within the ROW.
3. The Sign is subject to the dimensional and aesthetic standards of the Town Madison Master Sign Plan.
4. The provisions of this Agreement shall be covenants running with the land and shall be binding on the parties' successors and assigns.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the parties have hereunder set their hands and seals on the date and year first above written.

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

By: \_\_\_\_\_  
Paul Finley  
Mayor

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 Mary Beth Broeren, whose name as Director of Development Services of the City of Madison, Alabama, is 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, she, in her capacity as Planning Director 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 and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

[Signature page to Permissive Use Agreement]

**BJ’S:**

**BJ’S WHOLESALE CLUB, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared \_\_\_\_\_, whose name as \_\_\_\_\_ of BJ’s Wholesale Club, Inc., a Delaware corporation, is signed to the foregoing instrument, and who acknowledged before me on this day that, being informed of the contents of said agreement, s/he, as such officer and with full authority to do so, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



[Signature page to Permissive Use Agreement]

**TMBA:**

**TOWN MADISON BUSINESS ASSOCIATION, INC.,**  
an Alabama non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

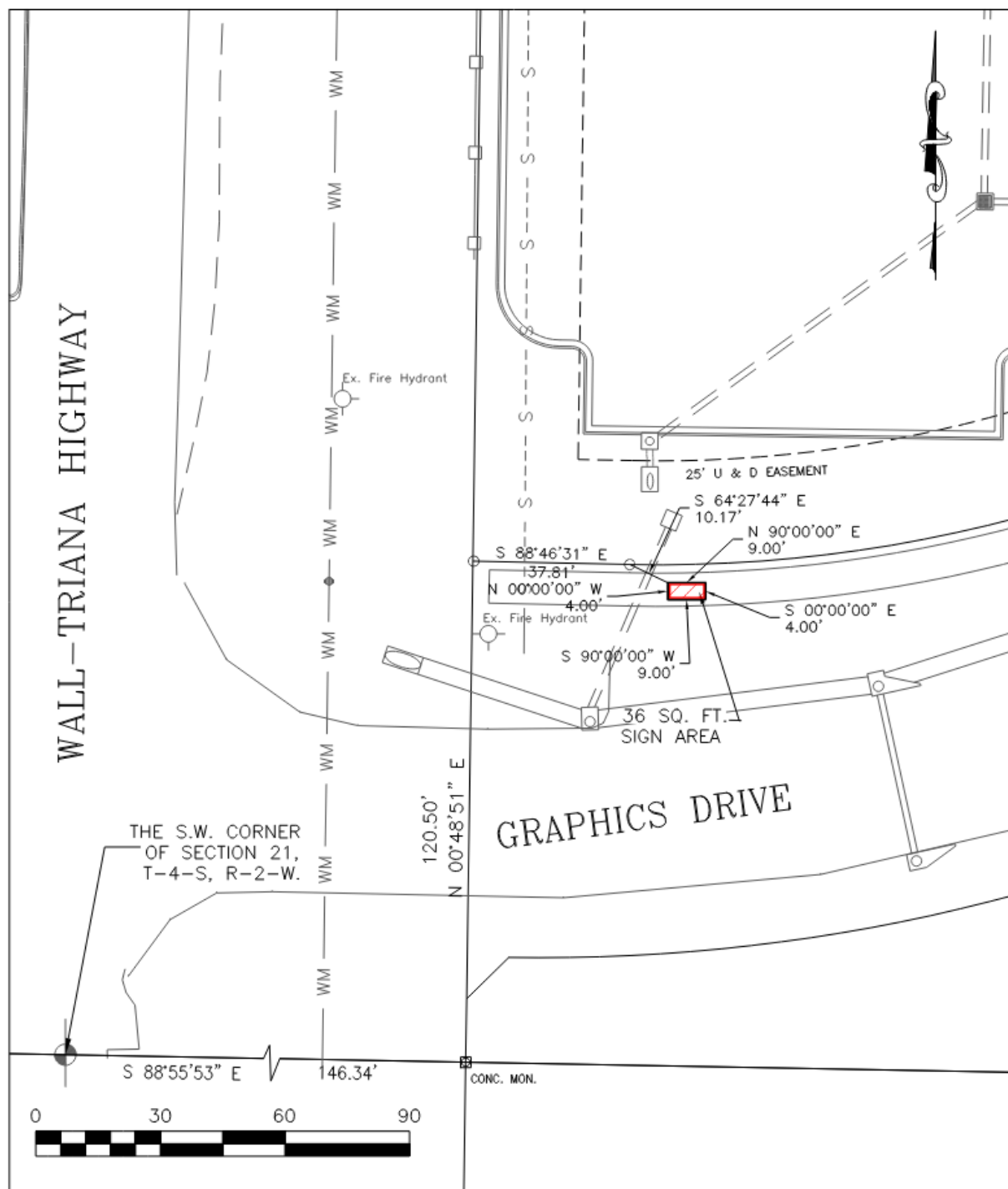
STATE OF ALABAMA     )  
COUNTY OF MADISON    )

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Louis W. Breland, whose name as President of Town Madison Business Association, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument, and who acknowledged before me on this day that, being informed of the contents of said agreement, he, as such officer and with full authority to do so, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"



## RESOLUTION NO. 2023-275-R

**WHEREAS**, the City of Madison, Alabama has received a request to vacate a portion of unimproved right-of-way of Griggs Road and Concord Drive, and has made a report of its recommendation concerning the following requested action(s), to-wit:

**S and A Holdings, LLC and Denny Sissom's request to vacate a portion of Griggs Road and Concord Drive, and**

**WHEREAS**, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering a resolution to vacate an unimproved portion of Griggs Road and Concord Drive in accordance with said vacation 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 9, 2023, 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 resolution vacating an unimproved portion of Griggs Road and Concord Drive in the City of Madison, Alabama:

### SEE ATTACHMENT A

**SECTION 2.** This resolution, including the proposed resolution made a part hereof, shall be published for four consecutive weeks in the *Madison County Record*. The notice shall be published in the legal section of the publication in standard form.

**THE ABOVE AND FOREGOING RESOLUTION** is hereby passed and adopted at a regular meeting of the City Council on the 28<sup>th</sup> day of August 2023.

**ATTEST:**

\_\_\_\_\_  
**Ranae Bartlett, Council President**  
**City of Madison, Alabama**

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

**APPROVED** this \_\_\_\_\_ day of August 2023.

\_\_\_\_\_  
**Paul Finley, Mayor**  
**City of Madison, Alabama**

The City Clerk is hereby directed to publish this resolution, including the attached proposed resolution and map, four (4) times in the *Madison County Record* on September 6, 2023, September 13, 2023, September 20, 2023, and September 27, 2023.

**RESOLUTION NO. 2023-277-R****A RESOLUTION VACATING A PORTION OF GRIGGS ROAD AND CONCORD DRIVE  
UNIMPROVED RIGHT-OF-WAY**

**WHEREAS**, PURSUANT TO Alabama Code Title 23, Chapter 4, Article 2 and City Code Section 30-4, municipal corporations may adopt resolutions to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, and convenience of the inhabitants of the municipality; and

**WHEREAS**, the request to vacate unimproved right-of-way of Griggs Road and Concord Drive has been recommended by the Technical Review Committee, the EMA Director, and the Planning Commission;

**NOW, THEREFOR, BE IT FURTHER RESOLVED** 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 quitclaim deeds vacating the below-described rights-of-way in favor of **S and A Holdings, LLC**, and **Denny Sissom**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**S AND A HOLDINGS, LLC**

STATE OF ALABAMA  
MADISON COUNTY

1.14 ACRES

ALL THAT PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ROCK PILE FOUND PURPORTED AS BEING THE NORTHWEST CORNER OF LOT 1 OF A RESUBDIVISION OF LOT 24, 25 AND 26 OF BLOCK 2, MANDOLIN SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 59 AND OTHER LANDS AS RECORDED IN PLAT BOOK 29, PAGE 12 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS EAST 59.24 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 25.02 FEET TO A POINT; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST 362.27 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 44 DEGREES 40 MINUTES 21 SECONDS EAST 70.83 FEET TO A POINT; THENCE NORTH 00 DEGREES 22 MINUTES 58 SECONDS WEST 230.48 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS EAST 25.18 FEET TO A ½" CAPPED REBAR SET; THENCE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS EAST 230.41 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF SOUTH 45 DEGREES 06 MINUTES 47 SECONDS EAST 35.33 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST 608.42 FEET TO A ROCK PILE FOUND;

THENCE SOUTH 00 DEGREES 24 MINUTES 38 SECONDS EAST 50.13 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS WEST 300.08 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS WEST 770.66 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS.

SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS RECORDED AND UNRECORDED.

**DANNY SISSOM**

STATE OF ALABAMA  
MADISON COUNTY

0.37 ACRES

ALL THAT PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK PILE FOUND PURPORTED AS BEING THE NORTHWEST CORNER OF LOT 1 OF A RESUBDIVISION OF LOT 24, 25 AND 26 OF BLOCK 2, MANDOLIN SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 59 AND OTHER LANDS AS RECORDED IN PLAT BOOK 29, PAGE 12 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS EAST 59.24 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 25.02 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 25.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST 362.36 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 44 DEGREES 41 MINUTES 47 SECONDS EAST 35.44 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 22 MINUTES 58 SECONDS WEST 230.50 FEET TO A 1/2" CAPPED REBAR SET; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS EAST 25.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 58 SECONDS EAST 230.48 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF SOUTH 44 DEGREES 40 MINUTES 21 SECONDS WEST 70.83 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS WEST 362.27 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES, MORE OR LESS.

SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS RECORDED AND UNRECORDED.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

***Ranae Bartlett, Council President***  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

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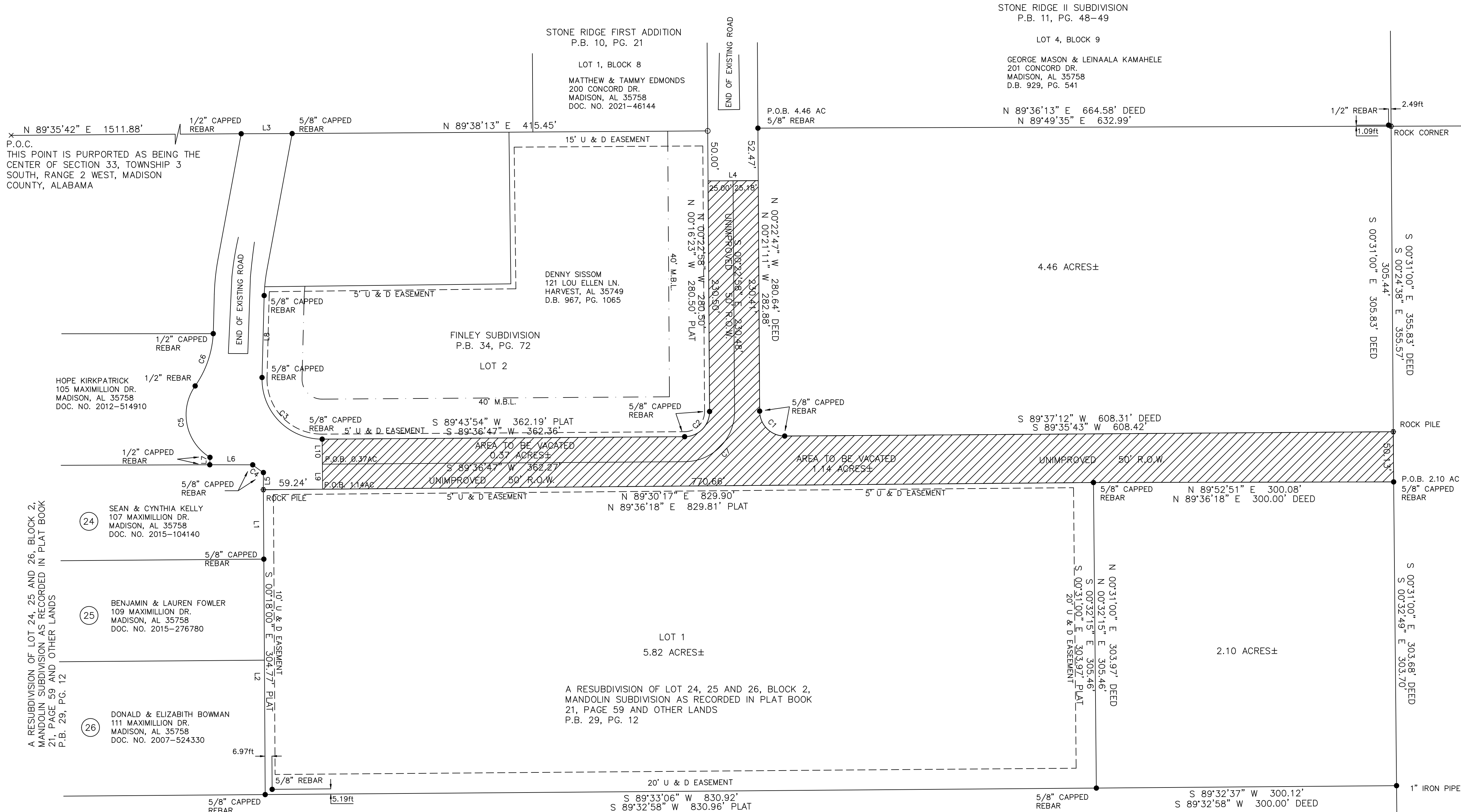
***Paul Finley, Mayor***  
**City of Madison, Alabama**

The City Clerk is hereby directed to publish this resolution, including the attached map, one (1) time in the ***Madison County Record*** no less than 14 days from the date of adoption.

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.

JOHN M. STANLEY, JR.  
AL PLS NO. 26630

DATE: 1-31-23



MEASURED						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	25.00'	39.23'	35.33'	N 45°06'47\"	89°54'53\"	24.96'
C2	25.00'	39.39'	35.44'	S 44°41'47\"	90°16'28\"	25.12'
C3	59.93'	96.05'	86.09'	N 44°17'44\"	91°49'24\"	61.87'
C4	110.00'	13.20'	13.19'	S 54°11'09\"	06°52'37\"	6.61'
C5	50.00'	81.69'	72.91'	S 11°42'44\"	93°36'54\"	53.28'
C6	100.00'	56.08'	55.33'	S 19°04'34\"	32°07'06\"	28.79'
C7	50.00'	78.71'	70.83'	S 44°40'21\"	90°11'34\"	50.17'

PLAT / DEED						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	25.00'	---	35.36'	N 45°22'46\"	---	---
C2	25.00'	39.28'	35.37'	S 44°34'03\"	90°01'56\"	25.01'
C3	59.93'	95.99'	86.05'	N 44°23'01\"	91°46'10\"	61.81'
C4	110.00'	---	13.20'	S 54°25'11\"	91°53'53\"	---

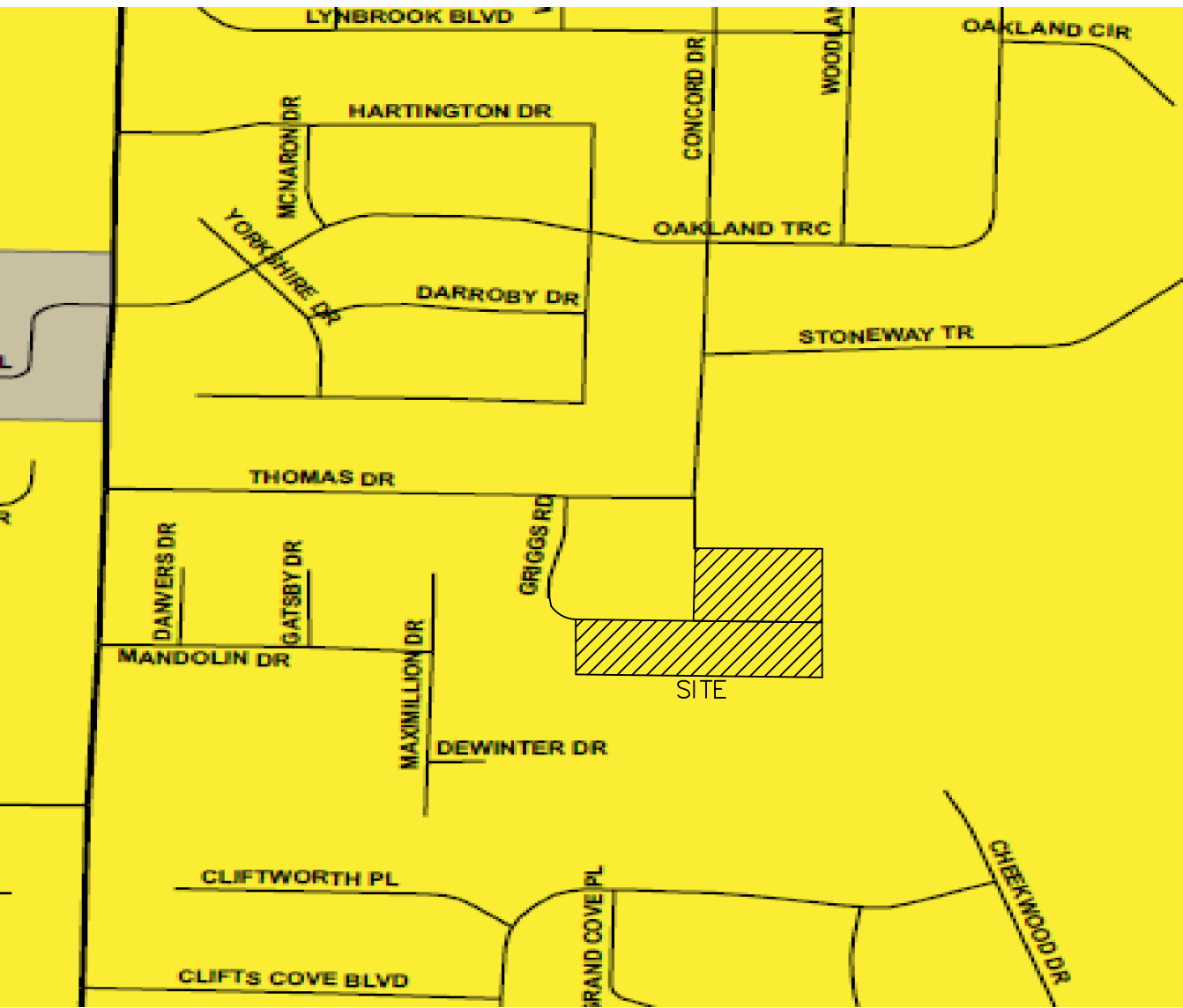
DANA H. GRIFFIN  
2705 CHANDLER CIR.  
HUNTSVILLE, AL 35801  
D.B. 1035, PG. 241

LINE	BEARING	DISTANCE
L1	S 00°23'55\"	E 69.44'
L2	S 00°19'52\"	E 235.35'
L3	N 89°47'00\"	E 50.92'
L4	N 89°38'49\"	E 50.18'
L5	N 00°10'12\"	E 17.15'
L6	N 89°56'13\"	W 42.92'
L7	N 01°30'15\"	E 7.41'
L8	S 01°29'11\"	W 81.95'
L9	N 00°29'43\"	W 25.02'
L10	N 00°29'43\"	W 25.00'

## LEGEND

These standard symbols will be found in the drawing.

- 1/2" CAPPED REBAR SET
- IRON PIN FOUND
- R.O.W. CONCRETE MONUMENT
- UTILITY AND DRAINAGE EASEMENT
- MINIMUM BUILDING LINE
- WATER METER



VICINITY MAP  
NOT TO SCALE



## REVISIONS

NO.	DESCRIPTION	DATE	BY

STANLEY LAND SURVEYING, INC.

473 SHARPS COVE RD.  
GURLEY, AL 35748  
256-776-8801 MIKESTANLEY005@GMAIL.COM

S AND A HOLDING, LLC  
126 TIDEWATER DR.  
MADISON, AL 35758

A RESUBDIVISION OF LOTS 24, 25 & 26, BLOCK 2, MANDOLIN SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 59 AND OTHER LANDS BEING A PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA

## BOUNDARY SURVEY

DRAWN BY: JMS APPROVED BY: JMS

SCALE: 1" = 60'

DATE: JAN. 2023

JOB NUMBER: 23-17 SHEET: 1 of 1



**ORDINANCE NO. 2023-164****AN ORDINANCE AMENDING THE  
GROUNDS REGULATIONS FOR CITY OF MADISON CEMETERIES**

**WHEREAS**, Section 11-47-40 of the Code of Alabama, as amended, states that all cities and towns in the state have the power to own, regulate, improve, lay out, and control town or city cemeteries and permit additions thereto; and

**WHEREAS**, Section 12-1 of the *Code of Ordinances, City of Madison, Alabama*, empowers the Madison Municipal Cemeteries Committee to make recommendations to the City Council regarding cemetery ground and structure maintenance and improvements regarding all cemeteries which the City operates and maintains; and

**WHEREAS**, Section 12-24 of the *Code of Ordinances, City of Madison, Alabama*, gives the Director of Public Works authority to maintain the grounds of cemeteries that the City owns and operates; and

**WHEREAS**, Section 12-24 of the *Code of Ordinances, City of Madison, Alabama*, states that the City Council may, from time to time, establish grounds regulations for cemeteries that it owns and operates; and

**WHEREAS**, the Madison Municipal Cemeteries Committee has made certain recommendations to the City Council for the amendment of the City's grounds regulations to the extent those recommendations do not preempt the aforementioned authority given to the Director of Public Works or operate to prevent his exercise thereof.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA**, that Section 12-24(f) is repealed and replaced to read as follows:

*"f. Restoration and Maintenance.*

1. Alabama Code Section 13A-7-23.1, "Alabama's Burial Act," prohibits the removal and/or restoration of any headstone, marker, monument, funerary object and/or any other structure located within a cemetery without the issuance of a permit by the Alabama Historical Commission located at 468 S. Perry Street, Montgomery, AL 36130-0900.
2. Either a Class A Misdemeanor or a Class C Felony may be imposed on persons violating the Alabama's Burial Act.
3. Any application for a permit from the Alabama Historical Commission to conduct the removal and/or restoration of any headstone, marker, monument, funerary

object and/or any other structure located within a City of Madison cemetery must also be forwarded to the Director of Public Works at the address of 100 Hughes Road, Madison Alabama 35758.

4. The copy of the application for a permit submitted to the Alabama Historic Commission shall serve as a courtesy notice to the City for any proposed changes and/or renovations proposed for City Cemeteries. All authority to consider and grant such a permit remains solely vested in the Alabama Historical Commission.
5. No cleaning materials and/or cleaning method may be used on any headstone, marker, monument, funerary object and/or any other structure within the City without being sanctioned by the Alabama Historic Commission guidelines for maintaining and cleaning such structures. Said guidelines are available at [ahc.alabama.gov/cemetaryprogram.aspx](http://ahc.alabama.gov/cemetaryprogram.aspx).
6. Any attempts to repair stonework and/or remove a headstone, marker, monument, funerary object and/or any other structure may only be conducted with a permit from the Alabama Historical Commission and shall only be conducted in full compliance with those plans submitted to the Alabama Historic Commission in support of such permit."

**BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA,** that Section 12-24 (g) shall be inserted as follows:

"(g) *Miscellaneous.*

- (1) Parking or driving on graves is prohibited.
- (2) Scattering cremated remains anywhere within any cemetery is prohibited.
- (3) Responsibility for compliance with these regulations and for communication of the same shall inure from the original purchaser or owner of the lot to all of those who succeed him or her by assignment, sale, or inheritance."

**BE IT FURTHER ORDAINED** that the City Council reaffirms its commitment to enforcement of these grounds' regulations, as amended, and authorizes and directs the Mayor to enforce the same; and

**BE IT FURTHER ORDAINED** that if any word, clause, phrase, sentence, paragraph, or provision of this Ordinance shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof; and

**READ and ADOPTED** this 11<sup>th</sup> day of September 2023.

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*Ranae Bartlett, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of September 2023.

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*Paul Finley, Mayor*  
City of Madison, Alabama