



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
April 10, 2023

AGENDA NO. 2023-07-RG

To protect the public health during the COVID-19 pandemic, according to State and Federal guidelines, the City Council will observe social distancing procedures at the Council Meeting. Anyone who is sick or who is living with a quarantined family member should not attend the meeting. 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 would like to weigh in on a Council matter but do not want to attend due to concerns about the pandemic may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-06-RG, dated March 27, 2023

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Finley to the Huntsville Association of Realtors designating the month of April 2023 as Fair Housing Month in the City of Madison, Alabama

B. Presentation by Warren Averett of Fiscal Year 2022 Comprehensive Annual Audit Report

C. Presentation of Madison Visionary Award winners by Melanie Thornton, Executive Director of Madison Visionary Partners

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. **Resolution No. 2023-034-R**: Approving an annual appropriation agreement with the Madison Arts Council for FY 23 in the amount of \$5,000 to be paid from General Operating account
- C. **Resolution No. 2023-139-R**: Providing for the disposition of personal property of negligible value, formerly used by the Court Department, via destruction due to outdated software, pursuant to Section 16-108 of the Code of Ordinances.
- D. **Resolution No. 2023-143-R**: Requiring price quotes for the purchase of goods which do not meet the State of Alabama requirements for bidding
- E. **Resolution No. 2023-146-R**: Acceptance of AMIC Settlement Claim No: 058532AH in the amount of \$1,007.85 for Police Vehicle No. 328 (Final Payment. Claim is now closed)
- F. **Bid No. 2023-003-ITB**: Authorization to solicit bids for fencing at Kids Kingdom playground (to be issued 04/12/2023)
- G. **Bid No. 2023-004-ITB**: Authorization to solicit bids for Hexagon open air pickleball courts (to be issued 04/12/2023)
- H. Authorization of payment to Shoals Electric Company, Inc. in the amount of \$99,500.00 (Invoice No. 29609, PO No. 2022-0245, Project No. 21-017 Traffic Signal Modifications) to be paid from 2020-A Bond account
- I. Authorization of payment to Wiregrass Construction Company in the amount of \$84,383.24 (Invoice No. 15, CIP No. 20-028 (Middle School Roadway Extension) work performed February 1, 2023 thru February 28, 2023, Bid No. 2021-008-ITB) to be paid from 2020-A Bond Account
- J. Authorization of payment to Croy Engineering in the amount of \$361.35 (Invoice No. 27081, Project No. 18-023, Sullivan Street Widening CE&I performed) to be paid from 2018-C Bond account

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

A. **Resolution No. 2023-144-R**: Authorizing temporary reordering of Public Comments for City Council Agenda

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday

prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

- A. **Resolution No. 2023-140-R:** Request for a Lounge Retail Liquor - Class II (Package) license from Jay Jogni Inc., doing business as Balch Road Spirits, for their location at 513 Balch Road Suite B.
- B. **Resolution No. 2023-141-R:** Request for an Off-Premises Beer and Wine License from Jay Jogni Inc., doing business as Balch Road Shell, for their location at 513 Balch Road.

13. DEPARTMENT REPORTS

CITY CLERK

- A. **Resolution No. 2023-136-R:** Authorizing election officials for May 9th Council-Manager ballot measure

ENGINEERING

- A. **Proposed Ordinance No. 2023-099:** Authorizing the transfer of City properties and granting of utility easements to Madison Utilities in relation to the current Western Transmission Main Project (First Reading 03/13/2023)
- B. **Resolution No. 2023-135-R:** Authorizing a Professional Services Agreement with Strand Associates, Inc. for engineering design services on Project 23-004 (Huntsville Browns Ferry 3-lane widening from Holladay Boulevard to Oakland Church) in an amount not to exceed \$113,800.00 (to be paid from Engineering Department budget)

PLANNING

- A. **Proposed Ordinance No. 2023-118:** Vacation of portions of two utility and drainage easements located within 3 Park Preserve Subdivision (First reading 03/27/2023)
- B. **Proposed Ordinance No. 2023-123:** Declaring surplus and conveying IA and IB Common Areas Property to Heritage Hills Association due to scrivener's error (First Reading 03/27/2023)
- C. **Proposed Ordinance No. 2023-137:** Vacation of a portion of an open easement located within Lots 1-26 of Acadia at Arlington Park Subdivision (First Reading)
- D. **Proposed Ordinance No. 2023-138:** Vacation of a portion of a utility and drainage easement located within The Heights at Town Madison Subdivision (First Reading)

POLICE

- A. **Proposed Ordinance No. 2023-085:** Regulating wrecker services and towing operations (First Reading 03/27/2023)
- B. **Proposed Ordinance No. 2023-124:** Amending Chapter 22, Article VII, Sections 192 and 201(a) of the City Code changing notice/removal of inoperable vehicles from a seven-day period to 48 hours (First Reading 03/27/2023)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2023-06-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
March 27, 2023**

To protect the public health during the COVID-19 pandemic, and according to State and Federal Guidelines, the Madison City Council observed social distancing procedures at the Council meeting. Anyone who was sick or was living with a quarantined family member was recommended against attending the meeting. The meeting was broadcast live on Wow! Channel 42 and online streaming at www.madisonal.gov/viewmeetings. Anyone who did not want to attend the meeting in person due to the COVID pandemic, 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, March 27 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 Deborah Timmons from Asbury Church provided the invocation followed by the Pledge of Allegiance led by Council President Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

Council President Bartlett let everyone know that Mayor Finley was not present tonight due to him being in Washington D.C. representing the City of Madison on a Chamber of Commerce trip.

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Municipal Records Coordinator Lisa Ritz, 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, Director of Revenue Cameron Grounds, Deputy Revenue Officer Ivon Williams, Director of Human Resources Megan Zingarelli, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Bernadette Mayer, James Ross, Marc Jacobson, Margi Daly, Martie Robison, Jennifer Coe, Carol Johnson, Dee Voelkel, Kathy Patrick, Scott Harbrow, Travis Cummings, Tim Cowles, Tim Holtcamp, Clontz Family, Jocelyn Broer, Essence Nesbit, Bob Pietrs, Terri Johnson

AMENDMENTS TO AGENDA

Council Member Shaw asked to remove Proposed Ordinance No. 2023-120 and Proposed Ordinance No. 2023-121 from the Finance Department Reports.

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

APPROVAL OF MINUTES

MINUTES NO. 2023-05-RG DATED MARCH 13, 2023

Council Member Powell moved to approve Minutes No. 2023-05-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO 2023-03-WS DATED MARCH 22, 2023

Council Member Powell moved to approve Minutes No. 2023-03-WS. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF PROCLAMATION DESIGNATING MARCH 30, 2023 AS "WOMEN OWNED BUSINESS DAY"

Members of the Women Business Council appeared before council and Council President Bartlett on behalf of Mayor Finley, to accept the Proclamation designating March 30, 2023 as "Women Owned Business Day".

PUBLIC COMMENTS

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MICHAEL STEWART (DISTRICT 4)

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

- Sidewalks on Bibb Drive leading to the Greenway and Dog Park
- Dangers related to the bridge over the creek on Mill Road

JAMES ROSS (DISTRICT 1)-REPRESENTATIVE FROM MADISON FORWARD

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

- Special Election May 9
- Council-Manager initiative
- Madison Forward's objectives for residents on the upcoming election
- Information available on the city's website and madisonforwardal.org

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Time limit on public comments
- Government transition committee report
- Transparency with Madison Visionary Partners
- Population growth and its effect on schools and housing
- City debt
- Mayor's newsletter concerning flood plan
- Building permits with open end completion
- Time limitations of inoperable vehicle ordinance

ELIZABETH NEMATI (DISTRICT 3)

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

- Positive vision of government
- Opposition to City-Manager form of government
- City development of large chain businesses

KATHY PATRICK (DISTRICT 6) STAVEMILL ESTATES

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

- Opposition to City-Manager form of government

ASHLEY DENNIS (DISTRICT 7)

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

- Transparency regarding recent interviews for School Board Appointment and how they were conducted

ARTHUR KIRKINDALL (DISTRICT 7)

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

- City-Manager information on the city's website
- Will children be allowed to attend Madison City Schools who reside in Clift Farm development

Council President Bartlett responded to Mr. Kirkindall's concern about children from Clift Farm development, which is Madison County, by responding they are not allowed.

BOB PETERS (DISTRICT 6)

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

- Discrepancy concerns with "I Vote Madison"

TARA BAILEY (DISTRICT 5) PRESIDENT OF I VOTE MADISON

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

- Clarified comments made about "I Vote Madison"
- Shared "I Vote Madison" goals to the community
- Public meetings – virtual and in-person
- Accommodations during the Work Session for the Board of Education interviews

JENNIFER COE (DISTRICT 5) ASHLEY ESTATES

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

- Governance Transition
- Board of Education Interview process
- Counts of election ballots

MARGI DALY (DISTRICT 6)

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

- Annual Convention of the Alabama League of Municipalities
- City debt
- Street lighting
- Mill street construction site concerns
- Transparency of the Finance Committee
- Opposition of the City-Manager
- Alleged violation of election law

JACKIE PETERS (DISTRICT 6)

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

- Concerns regarding 'I Vote Madison'
- Opposition of the City-Manager

MARC JACOBSON (DISTRICT 5)

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

- Addressed false accusations on government transition, community servants, volunteers, civic and business organizations

SHEAN MARISO (NAME INAUDIBLE) (DISTRICT 4)

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

- Opposition of the City-Manager Form of Government
- Thanked the City Council for their service

ALAN SULLIVAN (DISTRICT 5)

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

- Thanks the City Council for their service
- CityManager Form of Government

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council President Bartlett stated that item B Resolution No. 2023-033-R will be voted separately while all others remain together.

Council member Shaw shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order.

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

General Operating account	\$1,426,180.97
ADEM Storm Drainage	\$2650.00
1/2 Cent Capital Replacement	\$51,923.62
1/2 Cent Infrastructure	\$1840.28
Gasoline Tax & Petroleum Inspection fees	\$15,295.83
CIP Bond Accounts	\$669,817.09
Library Building Fund	\$2,357.61
Water Distribution and Storage	\$7,361.16
1/2 Cent Reserve	\$3,680.61
Venue Maintenance	\$42,922.33
Multi-Use Venue Collection Fund	\$112,271.21

Regular and periodic bills to be paid

Resolution No. 2023-119-R: Providing for the disposition of personal property of negligible value, formerly used by the Parks & Recreation Department (Motorola 2-way Radios(12), Playground Equip(4), Bicycles & Parts, Generator, Air Compressor, and Small Lawn Equipment(7)) via online auction through Govdeals website, pursuant to Section16-108 of the Code of Ordinances

Approval of payment to S&ME, Inc. in the amount of \$10,223.80 for Invoice No. 1171145 for Project No. 18-022 (Hughes Road Widening Project) (to be paid from 2020-A Bond account)

Approval of payment to Barge Design Solutions, Inc. in the amount of \$7,915.01 for professional services completed from January 28 - February 24, 2023 on CIP Project No. 19-047 (Wall Triana and I565 Intersection Improvements- ATRP2-45-2020-327) (Invoice No. 208842, PO No. 2022-1151) (to be paid from 2015-A Bond account)

Approval of payment to McGinnis Construction LLC/Miller & Miller Inc in the amount of \$669,817.09 for construction of the flyovers (to be paid from 2022 Bond Issue)

Approval of payment to HydroCAD Software Solutions, LLC in the amount of \$627.00 for the renewal of annual software support services (to be paid from Engineering Department budget)

Acceptance of donation from Y. Deweese in the amount of \$25.00 (to be deposited into Senior Center Donation account)

Council Member Powell seconded. Council member Shaw pointed out the donation from Y. Deweese to the Senior Center. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-033-R: APPROVING AN ANNUAL APPROPRIATION AGREEMENT WITH THE MADISON ANIMAL RESCUE FOUNDATION FOR FY 23 IN THE AMOUNT OF \$15,000 (TO BE PAID FROM GENERAL OPERATING ACCOUNT)

Council Member Wroblewski moved to approve Resolution No. 2023-033-R. Council Member Shaw seconded. Council President Bartlett opened it up for discussion. Council Member Wroblewski provided Council with information regarding the number of unclaimed cats and dogs from Madison Animal Control that Madison Animal Rescue Foundation (MARF) picked up yearly from 2019 through 2022 and thanked Police Chief Johnny Gandy for providing the information. Council Member Wroblewski feels that the appropriation amount granted to MARF is an unreasonable cost and not a good use of tax dollars based on the number of unclaimed cats and dogs picked up by MARF from Animal Control. Council Member Wroblewski proposed that in the summer when the appropriations are revisited, instead of appropriating an amount of \$15,000, it should be on a per-animal basis. Council Member Wroblewski added her concern with MARF refusing to pick up some cats and dogs by deeming them feral cats or large dogs. Council Member Wroblewski would like to see additional partnerships with other rescue organizations that could take the cats and dogs not picked up by MARF and provide those rescue organizations with compensation. Council Member Spears asked Council Member Wroblewski if she wanted Council to table the resolution for further consideration. Council Member Wroblewski responded that she wanted to let Council and citizens know what the current situation is and that she has concerns that MARF has fallen through on their contract by turning some animals down. Council Member Wroblewski wants

the current system looked at and if the other Council Members support tabling the resolution, she would support it also. Council Member Wroblewski asked if City Attorney Brian Kilgore would need to look at the contract regarding the animals that were not picked up. City Attorney Brian Kilgore added that he could not provide any advice to a breach of a contract in open forum but would be willing to talk with Council Member Wroblewski personally about it. Council President Bartlett added that they have checked with Animal Control and Police Chief Johnny Gandy and there is another non-profit organization who is helping pick up animals and that organization advised them to continue with MARF even if they can't pick up all the animals. Council President Bartlett shared that Mayor Finley had recommended in his appropriations for the budget that they allocate this amount of money for MARF even though they are also asking another organization, which they are paying, to pick up animals that are not taken due to so much need. Council President Bartlett also added that in checking with Mayor Finley it was his desire for Council to go ahead and vote this evening on the resolution. The vote was taken and recorded as follows:

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Absent

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Apologized for missing the last few meetings due to family commitments
- Thanked Emily Peck, Political Science professor at UAH for inviting her to speak to her class
- Reminded everyone that the Madison Library will be featuring the movie 'Break-In' April 13

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

No business to report.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Importance of selecting a candidate for the Board of Education.
- Shared his support for both group who appear at council meetings to express their opinion and reminded all to be kind
- Expressed his support of the City's Department Heads for their hard work to the city
- City of Madison fiscally conservative budget

COUNCIL DISTRICT NO. 4 GREG SHAW

REAPPOINTMENT TO BOARD OF EDUCATION PLACE 5 POSITION

Council Member Shaw nominated Travis Cummings for reappointment to Place 5 of the Board of Education. There being no further nominations, he was reappointed by acclimation. His term will run from June 2, 2023, through June 1, 2028.

Council Member Spears stated that she had the pleasure of serving with Mr. Cummings and that he truly cares for students and works diligently every day.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Attended the Huntsville Madison County Library Board Meeting, the annual audit was conducted and concluded all in order with the library system
- Met with members of the Huntsville Alumni Chapter of Delta Sigma Theta and answered questions all about the city
- Met with members of the HOA of Bradford Farms and thanked them for sending a thank you letter for the quick work that Public Works and Engineering did to prevent a flooding incident
- Attended the Starbucks ribbon cutting on behalf of Mayor Finley who was unable to attend
- Attended the Madison Chamber of Commerce 'Best in Business' award event with Council Member Spears
- Helped set up the City Chess Championship at James Clemens High School and presented an award
- Madison is tied with Homewood, Alabama for having the lowest jobless rate at 1.5% amongst large cities
- Thanked Board of Education members for attending and expressed how volunteering and serving is hard work and also thanked everyone who applied and interviewed

Council President Bartlett addressed questions and concerns regarding the Board of Education interview process and the posting of the notice that was brought up in public comments. Council President Bartlett also asked City Attorney Brian Kilgore if they had met the requirements regarding the Open Meetings Act. City Attorney Brian Kilgore responded that he attended the meeting and found that it was properly noticed and met every requirement.

Council President Bartlett also addressed questions and concerns regarding the City-Manager contract terms that were brought up during public comments in this meeting and previous one.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thrilled that citizens are engaged and asking questions in deciding City Manager.
- Madison Police Citizens Advisory Board seeking applicants. Applications close April 12th for districts 2, 4, and 6. Members serve a full four-year term.
- Attended the Partnership for a Drug-Free Community meeting last week and toured Wellstone Emergency Services center. Both organizations are excellent at supporting the city with mental health and drug addiction services to the community. Walk-ins are welcome and urged anyone in need to call the number of 988.
- Dublin Park Easter Egg-Stravaganza will be held on April 8th beginning at 9am, free shuttle from Bob Jones High School

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No business to report.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF RYAN BROWN TO PLACE 5 OF THE INDUSTRIAL DEVELOPMENT BOARD WITH A TERM EXPIRATION OF NOVEMBER 22, 2028

Council Member Wroblewski nominated Ryan Brown to Place 5 on the Industrial Development Board. With no other nominations, Mr. Brown was appointed by acclamation.

PUBLIC HEARINGS

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

RESOLUTION NO. 2023-105-R: REQUEST FROM RZ CREATIONS, INC., DOING BUSINESS AS MADISON IGA 1, FOR AN OFF-PREMISE BEER AND WINE LICENSE, FOR THEIR LOCATION AT 8064 OLD MADISON PIKE

Revenue Officer Ivon Williams informed Council that this is a new request for this location as the business has new owners and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Shaw moved to approve Resolution No. 2023-105-R. Council Member Seifert 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	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-106-R: REQUEST FROM SRH GROUP, INC., DOING BUSINESS AS MADISON IGA 2, FOR AN OFF-PREMISE BEER AND WINE LICENSE FOR THEIR LOCATION AT 5211 WALL TRIANA HIGHWAY.

Revenue Officer Ivon Williams informed Council that this is a new request for this location as the business has new owners and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2023-106-R. Council Member Powell 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	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-129-R: REQUEST FROM CIRCLE K STORES, INC., DOING BUSINESS AS CIRCLE K STORE 2706482, FOR AN OFF-PREMISE BEER & WINE LICENSE, FOR THEIR LOCATION AT 8464 MADISON BOULEVARD

Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action. Council President Bartlett opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member Powell moved to approve Resolution No. 2023-129-R. Council Member Wroblewski 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	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2023-107-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH S&ME, INC. FOR ADDITIONAL TOPOGRAPHICAL SURVEY ALONG BALCH ROAD BETWEEN NELDABROOK WAY TO GILLESPIE ROAD IN THE AMOUNT OF \$12,800.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2023-107-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-114-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SAIN ASSOCIATES FOR LEGAL DESCRIPTION PREPARATION AND SURVEYING SERVICES ON THE BROWNS FERRY BOX CULVERT REPLACEMENT IN AN AMOUNT NOT TO EXCEED \$4,755.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-114-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-115-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH TTL, INC. TO EVALUATE SIDEWALK INSTALLATION ALONG MILL ROAD FROM BRADFORD CREEK TRAILHEAD TO COUNTY LINE RD IN THE AMOUNT OF \$40,700.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-115-R. Council Member Wroblewski seconded. Council Member Wroblewski added that this will be a huge benefit to our community. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2023-127-R: AUTHORIZING AN AGREEMENT WITH THE ALABAMA ASSOCIATION OF FIRE CHIEFS FOR MUTUAL AID DURING LARGE FIRE EVENTS

Council Member Powell moved to approve Resolution No. 2023-127-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2023-122-R: AUTHORIZING CHANGES TO JOB CLASSIFICATION PLANS, HUMAN RESOURCES

Council Member Wroblewski moved to approve Resolution No. 2023-122-R. Council Member Powell seconded. Council Member Wroblewski added that the HR Committee unanimously recommended this resolution. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2023-118: VACATION OF PORTIONS OF TWO UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN 3 PARK PRESERVE SUBDIVISION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2023-123: DECLARING SURPLUS AND CONVEYING IA AND IB COMMON AREAS PROPERTY TO HERITAGE HILLS ASSOCIATION DUE TO SCRIVENER'S ERROR (FIRST READING)

This is a first reading only

POLICE

PROPOSED ORDINANCE NO. 2023-085: REGULATING WRECKER SERVICES AND TOWING OPERATIONS (FIRST READING)

This is a first reading only

RESOLUTION NO. 2023-112-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH CRISIS SERVICES OF NORTH ALABAMA FOR COMMUNITY COLLABORATIONS

Council Member Denzine moved to approve Resolution No. 2023-112-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-124: AMENDING CHAPTER 22, ARTICLE VII, SECTIONS 192 AND 201(A) OF THE CITY CODE CHANGING NOTICE/REMOVAL OF INOPERABLE VEHICLES FROM A SEVEN-DAY PERIOD TO 48 HOURS (FIRST READING)

This is a first reading only

Council Member Wroblewski asked Police Chief Johnny Gandy about the Madison Police Citizens Advisory Committee (MPCAC) terms as her appointment approached her saying that his term was up soon. Council President Bartlett referred to City Attorney Brian Kilgore who responded to Council Member Wroblewski that he had sent an email letting everyone

know when the terms ended. Council Member Wroblewski responded that she had not received it. City Attorney Brian Kilgore advised that he would send it to her.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council Member Shaw suggested moving Public Comments to the end of the Agenda to provide a better opportunity for citizens to attend and ask their questions as well as allow our Department Heads to leave earlier. Council President Bartlett asked the other Council Members if this would be a topic to discuss at the next work session, and Council Member Seifert along with other Council Members agreed it would be a good topic to discuss. Council Member Wroblewski asked about the date for the April work session. Council President Bartlett responded that right now it is April 19th but that she has not received confirmation from everyone if they can come.

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:32 p.m.

Minutes No. 2023-06-RG, dated March 27th, 2023, read, approved and adopted this 10th day of April 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

**PROCLAMATION
FAIR HOUSING MONTH**

WHEREAS, April 11, 2023, marks the 55th anniversary of the passage of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of Fair Housing without regard to race, color, religion, sex, familial status, handicap and national origin, and encourages fair housing opportunities for all; and

WHEREAS, The Huntsville Area Association of REALTORS®, is committed to highlighting the Fair Housing Act by continuing to address discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to help assure everyone of their right to fair housing; and

WHEREAS, the City of Madison, has adopted the Fair Housing Act Title VIII of the Civil Rights Act of 1968, which prohibits discrimination in housing on the basis of race, color, religion, sex, familial status, handicap and national origin; and

WHEREAS, fair housing is a positive community good; and economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, Fair Housing is integral to the ethical commitment of members of the National Association of REALTORS® and the Huntsville Area Association of REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers and communities; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW, THEREFORE,

I, Paul Finley, Mayor of the City of Madison, Alabama do hereby proclaim the month of

**APRIL 2023
As
FAIR HOUSING MONTH**

to establish Madison as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Madison.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 10th day of April, 2023.

Paul Finley, Mayor



RESOLUTION NO. 2023-034-R

APPROVING AN AGREEMENT WITH MADISON ARTS COUNCIL FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Arts Council for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 23.

READ, PASSED, AND ADOPTED this 10th day of April 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between **MADISON ARTS COUNCIL**, a non-profit organization (hereinafter “**MAC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that MAC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MAC the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MAC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MAC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MAC.

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

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

MADISON ARTS COUNCIL

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas
City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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§
§

COUNTY OF MADISON

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk-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

EXHIBIT A

The Madison Arts Council is engaged in the following activities:

- SPACES Sculpture Trail partnering with Arts Huntsville (within the City Limits of Madison)
- Art 4 Paws partnering with TBD
- Gazebo Concerts TBD
- Kris Kringle Market partnering with Madison City Parks and Rec
- Christmas Card Lane and Lantern Parade in Downtown Madison
- Promote the Arts by hosting exhibits, activities, and educational opportunities at community events and provide grants to Madison City Schools and other private schools located within Madison that support musical, theatrical, and visual arts at all age levels

RESOLUTION NO. 2023-139-R

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

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

Quantity	Description
1	HP Deskjet 2542
1	Fujitsu Scan Snap S1500

; and

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

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

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

READ, APPROVED, and ADOPTED this 10th day of April, 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 April, 2023.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Capital Assets Tag No. 000446
(Existing Assets Number)

Date: 4/3/2023 Department: Court

Item Description: HP Deskjet, Scanner, Printer, Copier

Serial/Model #: CN 38142FG8C New: Used:

Location: Court Office 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] Date: 4/3/23
Signature: (Department Head or Designee)

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

(Below this line)

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: 4/3/2023

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: 4/3/2023

Signature, City Clerk-Treasurer Date: 4/3/2023

COMMENTS: _____

COPY: Requesting Dept. Finance Dept.

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Capital Assets Tag No. 000707
(Existing Assets Number)

Date: 4/3/2023 Department: Court

Item Description: Scan Snap

Serial/Model #: 021591 New: Used:

Location: Court Office 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] Date: 4/3/23

Signature: (Department Head or Designee)

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

(Below this line)

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: 4/3/2023

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

_____ Date: 4/3/2023

Signature, City Clerk-Treasurer Date: 4/3/2023

COMMENTS: _____

COPY: Requesting Dept. Finance Dept.

RESOLUTION NO. 2023-143-R

A RESOLUTION REQUIRING PRICE QUOTES FOR PURCHASE OF GOODS WHICH DO NOT MEET THE STATE OF ALABAMA REQUIREMENTS FOR BIDDING.

WHEREAS, the City Council of the City of Madison, Alabama, desires to maximize the use of public tax dollars by requiring price quotes on the purchase of goods which do not meet the requirements for the State of Alabama bid process.

NOW, THEREFORE, BE IT RESOLVED that price quotes (*three quotes - if available*) shall be obtained on general purchases if the expected price is over fifty percent (50%) of the State of Alabama bid limit at time of purchase and price quotes (*three quotes - if available*) shall be obtained on public works' contracts if expected price is over seventy percent (70%) of the State of Alabama bid limit at time of purchase.

READ, APPROVED, AND ADOPTED this 10th of April 2023.

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

ATTEST:

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

APPROVED this _____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281232
POLICY NUMBER
10/01/2021
EFFECTIVE DATE

\$500.00
DEDUCTIBLE

AGENT

058532AH
ADJUSTER FILE NUMBER
058532AH
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

YEAR	MAKE	MODEL	VEHICLE ID NO.
2020	Ford	Explorer	1FM5K8AB7LGC12853

DATE OF LOSS CAUSE A loss occurred on the 30th day of September, 2022, about the hour of 12:10 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by IV was conducting a traffic stop and left his patrol vehicle without putting it in park. IV rolled into another IV.

LOCATION OWNERSHIP When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: _____

VALUE (If a total loss) The actual cash value of above described automobile at the time of said loss
WHOLE LOSS DEDUCTIBLE AMOUNT THE ACTUAL LOSS AND DAMAGE to above described automobile was \$1,007.85
The deductible provision applicable to this loss (\$500.00)

SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$507.85

IN THE EVENT OF THEFT In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer; all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

SUBROGATION The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

STATEMENTS OF INSURED The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

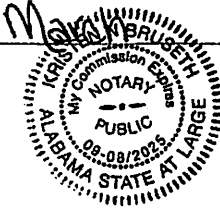
*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date: March 29, 2023

SIGNATURE: Paul Turley

Witness: _____

Subscribed and sworn to before me this 29th day of March, 2023



Mark D Brubett
NOTARY PUBLIC

RESOLUTION NO. 2023-146-R

WHEREAS, on September 30, 2022, Patrol Car #328 rolled into another vehicle and caused minor 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 \$507.85.

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 \$507.85 from Alabama Municipal Insurance Corporation for said vehicle damage and that 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 10th day of April, 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April, 2023

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
Legal Department

Bid Meeting/Review Form

Originating Department: RECREATION

Contact Person: KORY ALFRED

Approved by Finance Committee or in budget for FY: Yes No

Funding Source: 10-050-7561

Checklist

- Previous bid information no
- Current contract end date: N/A
- Desired start date for project: _____
- Desired council date for award: _____
- Working with an architect or consultant?
- Complete specifications including quantities and sizes
- Any drawings, plans, or maps (include engineer stamped drawings for Public Works projects)
- Property acquisitions complete?
- Amount for liquidated damages: \$_____
- Is this bid for services, equipment, or both?
- Startup time required for new vendor: N/A
- Is this bid part of a larger project? Yes No
- Does this bid involve multiple phases or large incorporated elements? Yes No
- Pre-bid conference? Yes No
- Project completion timeframe: _____
- Cost estimate/budget as of X date? (list below)
- Any alternates to be included in bid? Yes No
- Provided project description for ad? Yes No
- Geotechnical investigations completed? Yes No

Is the desired service/equipment available from the Alabama State Bid List, GSA, or from any of the following Purchasing Cooperatives: H-GAC, NCPA, NASPO, Sourcewell, Omnia Partners, BuyBoard, TIPS, or NPPGov.

Notes: BID #: 2023-003-ITB

BID TITLE: KID'S KINGDOM PERIMETER FENCE

Prebid Checklist for Department Heads

Completed By	Date Completed	Procedure
✓		Obtain the Bid Number from Finance
✓		Give the forthcoming bid a title
✓		Identify the Funding Source
✓		Identify who you want to be the Point of Contact for this bid.
		Go to Municode and create a CONSENT AGENDA item for your bid.
		Forward the CITY CLERK copies of the resolution.
		Notify Finance and Legal when the item is to appear on the CONSENT AGENDA, via email. We will be looking for it.
		Begin to prepare Bid Review Form, Plan Set, Specifications, Ad Synopsis, Cost Estimate, Bidder Pricing Sheet (If needed)
		Notify Legal and Finance the days you would like advertisements to run (The dates MUST be after Consent AGENDA approval)
		<p>Recommend dates for the following:</p> <ol style="list-style-type: none"> 1. Date and time to go live on Procureware. 2. Date, Place and time of Prebid Meeting, 3. Date and time all questions will be answered by. 4. Date, Place and Time of bid opening. 5. Date to be awarded (be sure to allow time for you to evaluate the bids and have the recommendation on the COUNCIL AGEND so that they can approve and award a contract to the winning bidder. 6. Date all documents are due before constrction. 7. Date for NOTICE to PROCEED to be issued by Legal. 8. Number of days allowed for construction or length of contract.

BID Number: 2023-003-ITB

Kid's Kingdom Perimeter Fence

Madison, AL

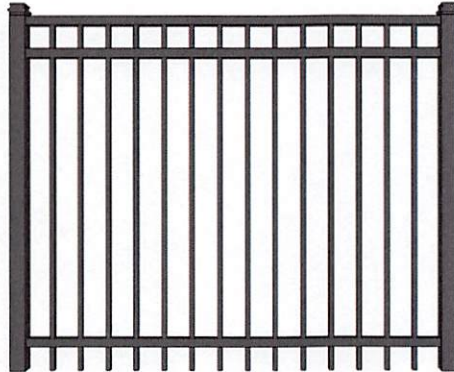
Project Scope

This project consists of contractor purchasing a fencing system to meet the specifications required in bid packet. The contractor will install the new 3 rail fencing system approximately 645ft in length including 4 ADA compliant gates per manufacturer specifications. Contractor will be responsible for all labor and materials to complete this project and must repair any damaged items and leave site in same condition as upon arrival or start of project.

PART 1 – GENERAL

1.1 MATERIAL REQUIREMENTS

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment, labor and installation of the specified fencing as summarized in **Appendix A, Fence Layout Drawing**. The fencing must be installed and operational as per manufactures recommendations, guidelines, and instructions. The contractor shall coordinate with the owner and the manufacturer to meet the installation requirements.
- B. Fence Design
 1. The fencing equipment shall consist of:
 - a. Black power coated steel included pickets, rails, gates, and posts.
 - b. The fencing must have 3 rails per section; top cap rail, second rail 6-12 inches below the top and the third rail 6 inches above the ground.



- c. The pickets must be .75"sq x 18ga
 - d. The rails must be 1.4375" x 1.5" x 14ga
 - e. The posts must be 2.5"sq x 16ga
 - f. The height of the fence & gates must be 5 feet
 - g. The rails must be 4" standard picket airspace between pickets
 - h. Gate hardware must be either black power coated or stainless steel
 - i. The gate uprights must be 1.75"sq x 14ga
- C. Digging or Trenching (Optional)
 1. The installing contractor shall be responsible for locating all underground utilities including, but not limited to: natural gas, electric, water, sewer, cable TV, and telephone.

2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for damage to such facilities that are not properly located or staked.
3. If any digging is required, the hole depth and width shall be adequate to install appropriately size posts and concrete to meet local, IBC Codes and manufacturer's requirements.
4. Holes & trenches shall be backfilled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.

D. Design Standards

1. All work shall meet local and International Building Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local inspectors.

PART 2 – EXECUTION

2.1 CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

A. See section 2.5 for installation details.

- B. Initial site inspection:** The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.

C. Insurance Requirements:

1. **Contractor's and Subcontractor's Insurance:** The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.
2. **Workman's Compensation Insurance:** The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
3. **Contractor's Public Liability and Property Damage Insurance:** The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
4. **Subcontractor's Public Liability and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract,

Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.

5. **Automobile Public and Property Damage Insurance:** The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries, including accidental death and property damage. Insurance for automobiles shall include: the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.
- D. **Bonding:** The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of one year. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- E. **Codes, Permits and Licenses:** All work shall comply with the applicable rules of the International Building Code, state and local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

2.2 MATERIALS

- A. **Approved Materials:** All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. **Alternate Materials:** The materials specified have been determined by the owner and are specified as per the owners request for the purposes of this project. The owner reserves the right to reject any or all bids.

2.3 SITE ACCESS

- A. **Contractor Access:** For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners. No open ditches or holes shall be left un-marked overnight without safety tape or safety precautions in place.
- B. **Owner's Access:** The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

2.4 REPLACEMENT OF DAMAGED PROPERTY

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

Note: The support poles to be installed under this effort are located close to existing fences. It is the contractor's responsibility to protect the fence from damage during the installation process or dismantle fence sections and reinstall. No matter the method chosen, the fences must be in the same or better condition after the installation of the lighting system as they were found prior to the installation effort.

2.5 INSTALLATION

- A. **Manufacturer's Instructions:** Written instructions for the installation of the fencing shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. **Installation of Equipment:** Contractor shall install fencing per manufacturer's stated requirements to ensure fence performance is achieved.
- C. **Handling and unloading of Equipment:** All fencing and equipment shall be unloaded by the contractor and handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- D. **Rigging:** Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- E. **Completion Time:** All construction, after Notice to Proceed, is to be completed in 45 days. If construction is not completed within the specified period, and the delay is due to the fault of the contractor, the owner may charge the contractor liquidated damages in the amount of \$100 per week. The contractor will be required to commence work within ten (10) calendar days after the owner issues a Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

2.6 FENCE QUALITY CONTROL

- A. Upon substantial completion of the project and in the presence of the Contractor, City Inspector, and Owner's Representative, structural integrity, and compliance to manufacturer's specifications will be tested and verified.

- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual install is not in conformance with the requirements of the fence manufacturer. The Contractor shall be liable to any or all of the following if installation of the fencing equipment does not conform to manufacturer's stated requirements:
1. Contractor shall at his expense correct any incorrectly installed materials.
 2. The fencing must be operational upon completion of install.
 3. The contractor will coordinate with the City Inspector to verify proper installation.

1.7. Site Contact an Bid Info

1. The site contact for this project will be Mr. Kory Alfred. All questions concerning this project should be directed to him in writing at Kory.Alfred@madisonal.gov
2. The bid date and time will be at 10:00am on _____, 2023
3. All bids shall be submitted to:

City of Madison
Att: City Clerks Office
100 Hughes Road
Madison, Al. 35758

4. All bids shall be submitted in a sealed envelope with the contractors company name, address and State of Alabama General Contractors number shown on the outside of the envelope.
5. To arrange a site inspection call Mr. Kory Alfred at 256-289-3036
6. A prebid meeting will be scheduled and all contractors will be notified.

**XXXXXXX Kids Kingdom Fence
Bid Form**

Bid date: _____

Bid Time: 10:00am

Bid Summary:

To include fence design, manufacturer information, manufacturer instructions, fence structure specifics, and installation specifics.

Bid Amount: \$ _____

Company Name _____

Company Contact _____

Company Address _____

City _____ **St** _____ **Zip** _____

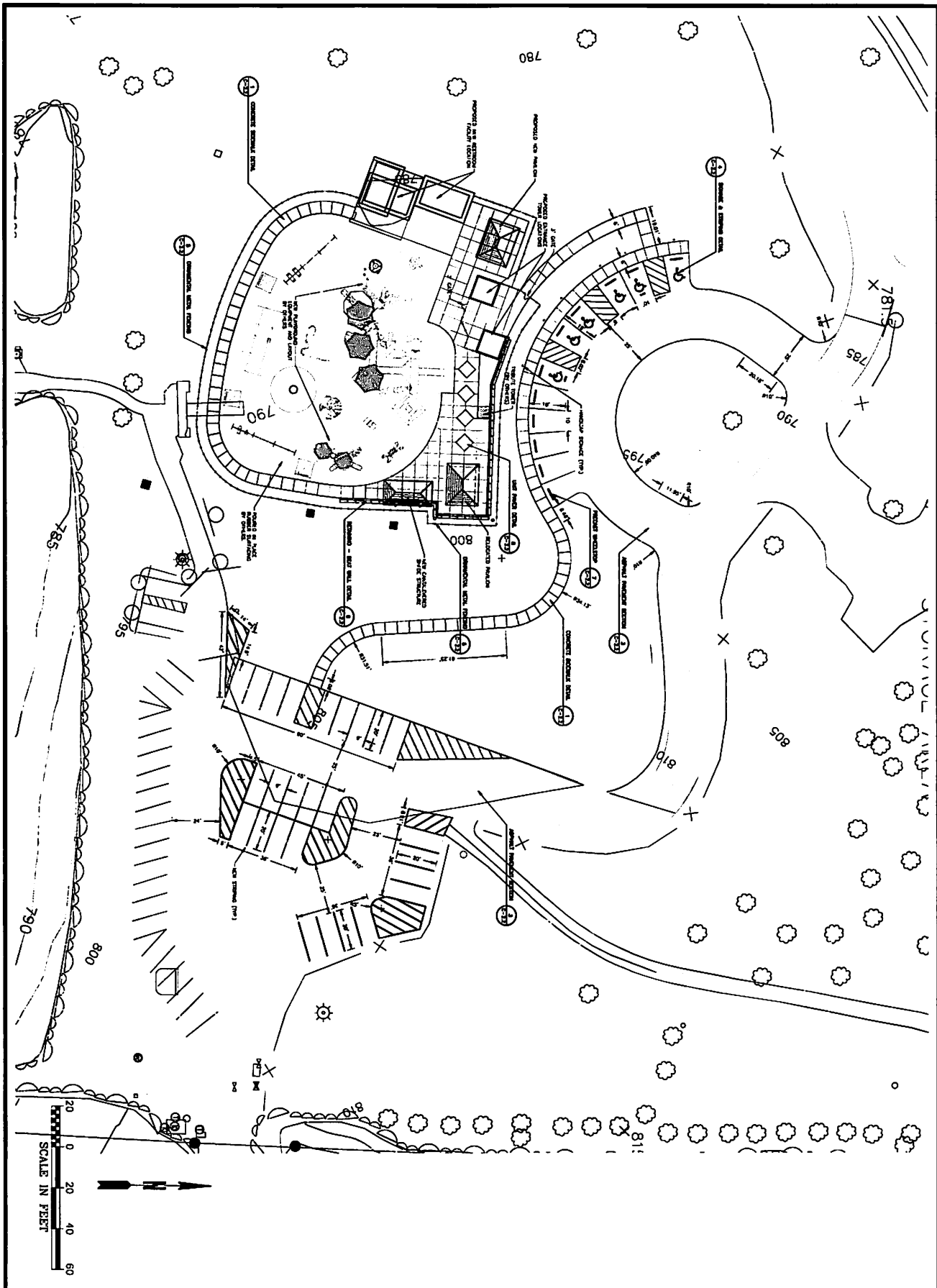
Company Phone Office _____

Company Contact Cell _____

Company Contact Email _____

Company Representative Signature _____

Today's Date _____



DATE	DESCRIPTION

KIDS KINGDOM
PLAYGROUND RENOVATION

CITY OF MADISON, MADISON COUNTY, ALABAMA

CROY

603 MADISON STREET, SE
MONTICELLO, AL 35801
PHONE: (256) 817-8355 FAX: (256) 871-8554



Bid Request Form

Originating Department: Recreation Contact Person: Kory Alfred
 Bid Title: Hexagon Open-Air Pickleball Courts Funding Source: 10-050-2951.00

Checklist

Information required for all bids:

- Desired start date for project: 5-15-23
- Desired council date for award: 5-8-23
- Is this bid for services, equipment, or both
- Does this bid involve multiple phases? Yes No
- Cost estimate/budget: \$ 226,057.00
- Complete specifications including quantities and sizes
- Any alternates to be included in bid? Yes No
- Provided project description for ad? Yes No
- Pre-bid conference? Yes No
- If yes, mandatory or optional

If applicable:

- Current contract end date: N/A
- Startup time required for new vendor: N/A
- Property acquisitions complete? Yes No
- Include any drawings, plans, or maps (engineer stamped drawings for Public Works projects)
- Working with an architect or consultant? Yes No
- Project completion timeframe/date: 120
- Amount for liquidated damages: \$ 100.00
- For Title 41 bids, require a bid bond? Yes No
- require a performance bond? Yes No

Is the desired service/equipment available from the Alabama State Bid List, GSA, or from any of the following Purchasing Cooperatives: H-GAC, NCPA, NASPO, Sourcewell, Omnia Partners, BuyBoard, TIPS, or NPPGov?

Notes: _____

Please email your completed request form with all applicable attachments to Alicia Walden and Brian Kilgore.

Madison Parks and Recreation Dept.
 8324 Madison Pike
 Madison, Alabama
 256-772-9300
 Kory Alfred
 Kelly Johnson

Hexagon
 305 Intergraph Way
 Madison, Alabama

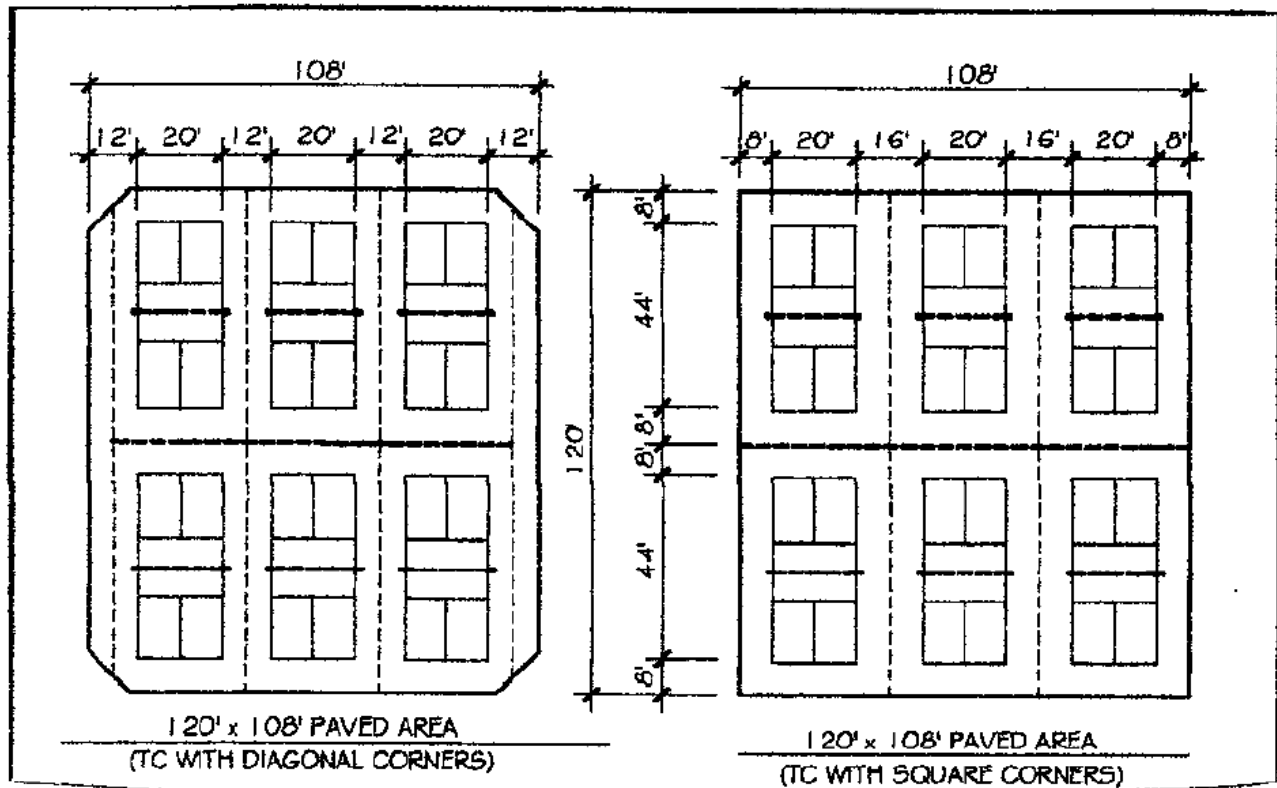
Hexagon tennis court conversion to Pickleball facility 240' x 108'

Project Description: This project consists of converting four existing tennis courts to twelve pickleball courts. The courts measure 240' x 108' and when completed the new 12 pickleball courts will measure approximately the same. The work consists of furnishing all the materials and labor to demo the existing courts (4) and rebuild to meet or exceed the enclosed specifications. The work shall consist of but is not limited to removal and disposal of the existing fence, removal and disposal of the existing net posts/anchor footing, and the existing asphalt pavement.

Upon removal from the site, the existing base course shall be regraded and compacted while adding an additional 2-3 inches of new limestone base, a new perimeter concrete curb, installing new fencing, new net post/anchor footings, a new color coat system with lines and markings for 12 new pickleball courts.

When completed, this facility will be American with Disabilities Act (ADA) accessible to players and spectators in wheelchairs and to those with other disabilities.

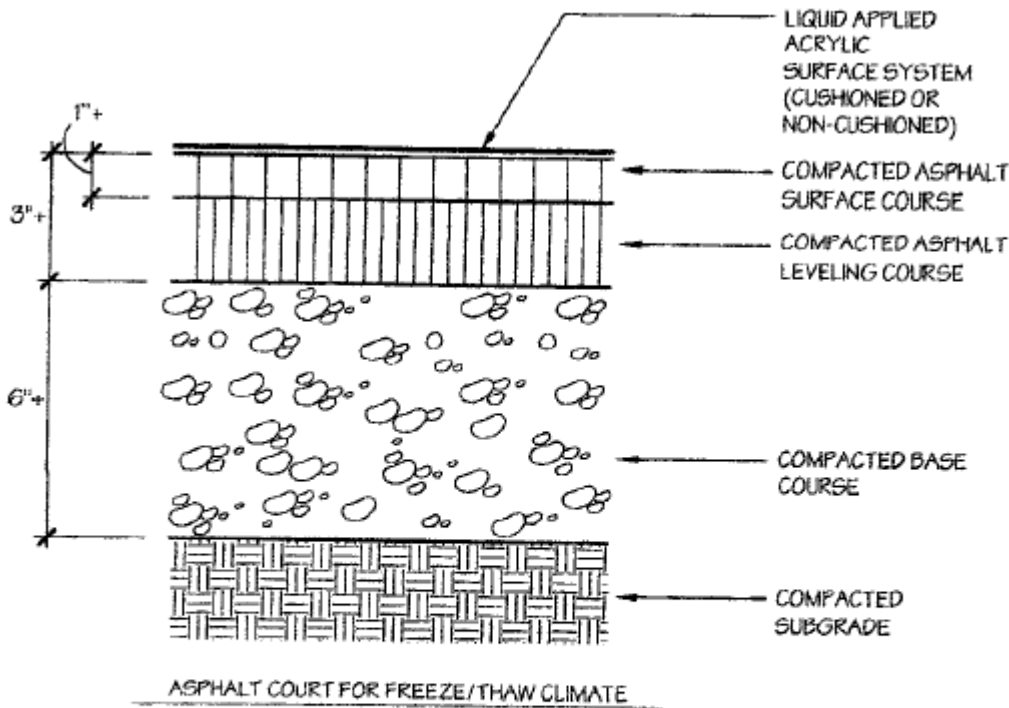
Existing pavement conversion typical follows:



Base course rock (dense graded base rock/limestone)

- Slope shall be 1 %/1.2 inches per ten ft.
- Continuous slope shall be sloped from west to east
- The high side being the west side (approx 1 ft and 2 inches) all in one plane
- The existing base course shall be plowed up
- Two inches of new limestone base shall be added to the existing base course
- The new base shall be a minimum of six inches thick when compacted
- The new base shall be installed with laser controlled equipment
- The new base shall be thoroughly compacted with steel wheel tandem rollers
- The newly compacted base course shall be 97% density when completed
- The final tolerance in the base shall be 1/2 inch in 10 ft. when measured in any direction.
- We will require a minimum of 6-inch-thick base rock layer when completed.

Please provide a unit cost (per ton) for additional limestone dense graded base that may or may not be needed to achieve to desired thickness of six inches. The unit cost shall include labor, material, delivery and installation.

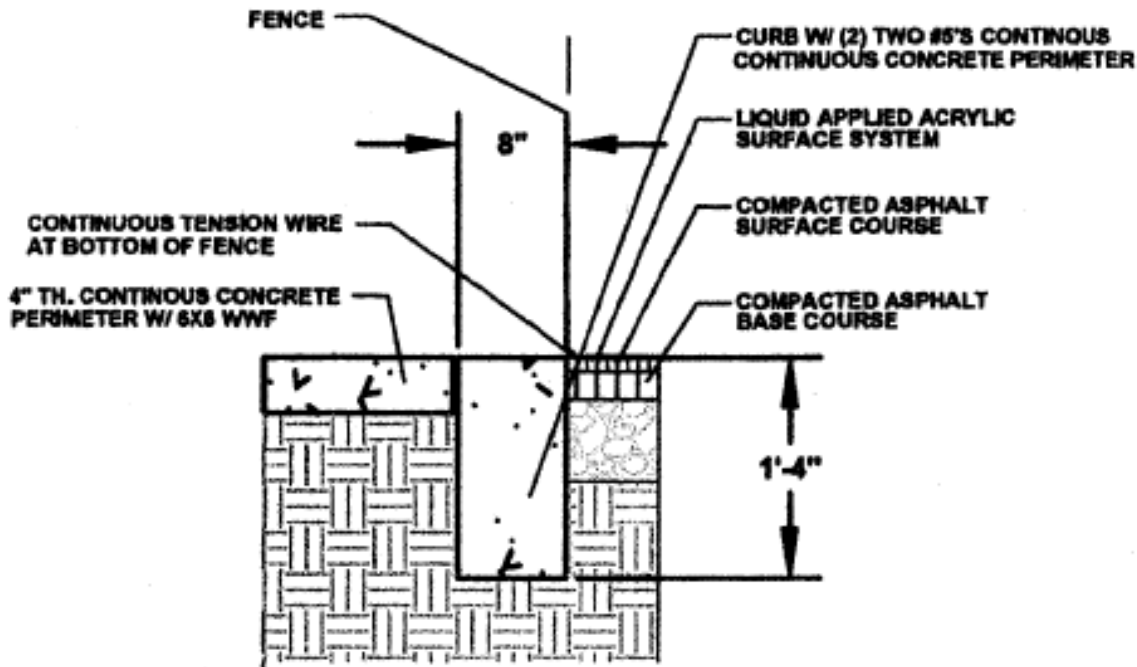


ASPHALT COURT SECTIONS

NOT TO SCALE

Concrete perimeter curb: (12" width and 1' 6" deep)

- The concrete curb is used to keep the base rock course from moving and also strengthening the perimeter fencing.
- The forms for the concrete curb shall be installed with laser grade equipment
- The final top elevation of the concrete curb shall be determined upon completion of the stone base course
- The desired final elevation shall represent the top of the newly installed asphalt pavement
- The curb shall be poured with 3000 PSI concrete ready mix with rebar every 10 ft.
- Sleeves for the fence post are to be installed on ten ft. centers.
- Sleeves are to be installed by the fence contractor
- See tennis edge detail typical below



Typical Tennis Edge Detail

Hot mix Asphalt Pavement: (2" binder, 1" topping)

- Apply an emulsion tack coat over entire base rock layer.
- Construct a two-inch intermediate course of bituminous asphalt concrete or blacktop over the limestone rock base.
- Compact this mixture with tandem vibratory steel wheel roller
- Apply an emulsion tack coat over the binder asphalt pavement
- Construct a one-inch top layer of asphalt pavement over the binder course and compact
- The use of asphalt mixtures with RAP or RAS will not be accepted
- Required batch plant manufacturers to submit asphalt pavement designs for the one-inch topping to insure the asphalt mixture is within the desired specification for sport-related applications. (meeting ALDOT 424, 3/8" minus)
- The final tolerance in the asphalt shall be 1/4 inch in 10 ft when measured in any direction.
- Pavement irregularities as shown on the enclosed typical will not be acceptable. (see planarity, evenness, and irregularities and asphalt court sections -typical)

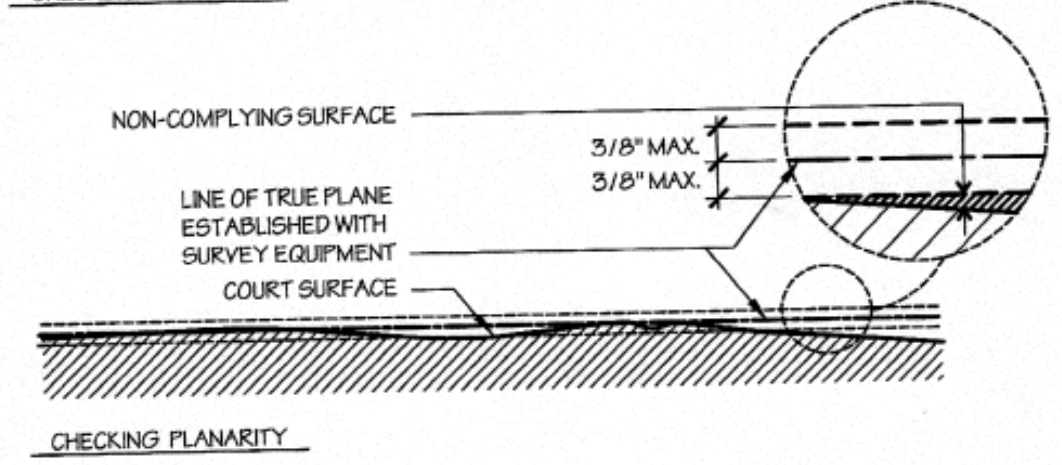
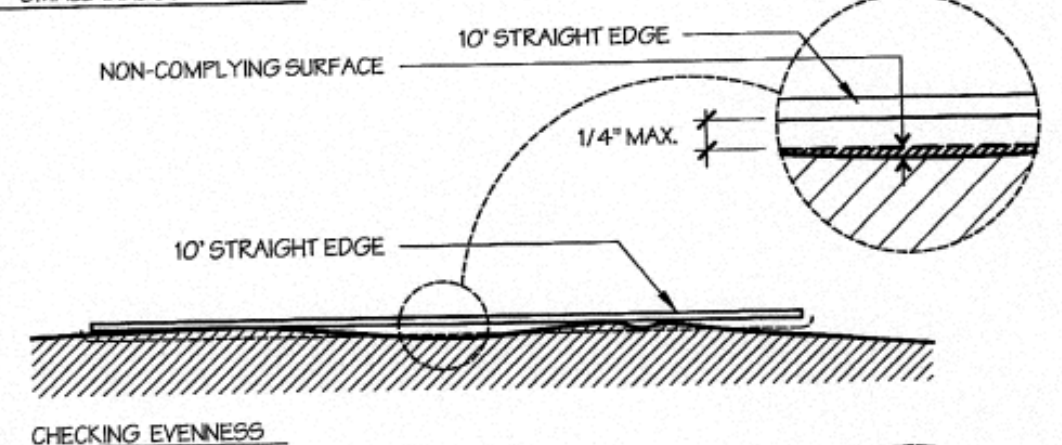
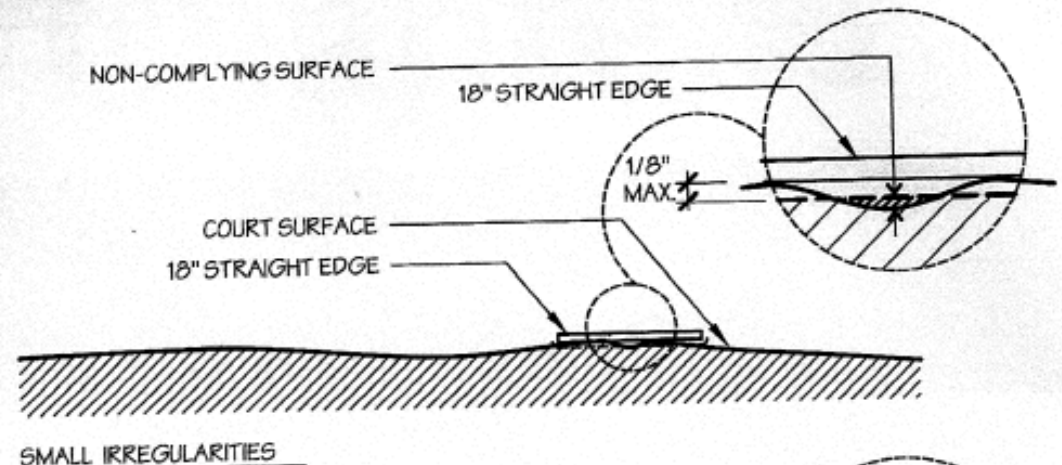


ILLUSTRATION OF HOW TO CHECK PLANARITY, EVENNESS & IRREGULARITIES

NOT TO SCALE

27PELAVL.11

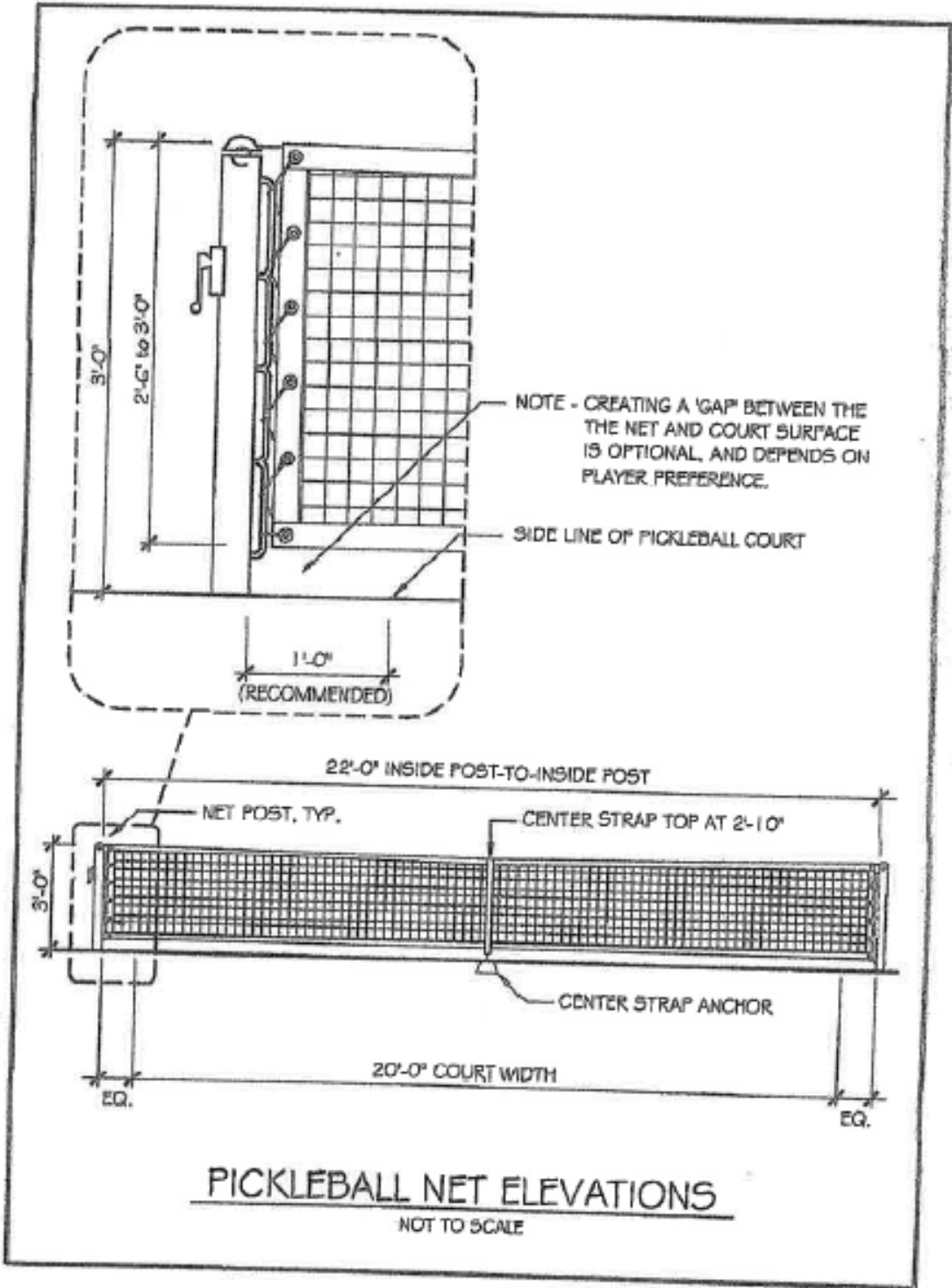
Fencing:

All fencing shall be PVC-vinyl coated meeting ASTM standards. Posts, rails, chain link fabric, gates, fasteners, tie wire, caps, etc. (color to be determined by owner)

- Height of fencing shall be eight foot and 9-gauge vinyl coated
- Three-inch O.D. terminal post schedule 40
- 2.5-inch O. D. line post schedule 40
- 1 5/8" O.D. Top and bottom rail/tubing
- All gates shall be minimum of 4 ft. width and meet ADA standards
- Owner to determine the amount of fencing that will be used on the west and east sides.
- See poured concrete edging typical – Page three

Net Posts, Anchors and nets:

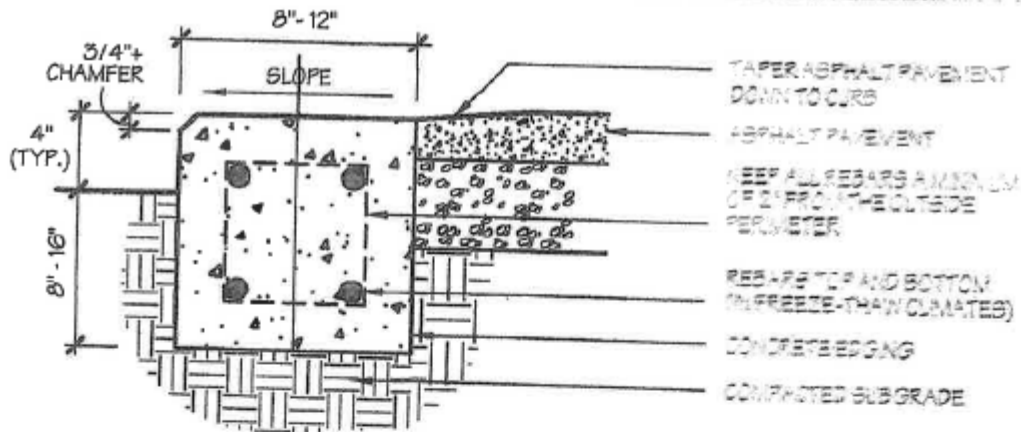
- Layout and excavate holes at the required standard locations for pickleball. Each hole shall measure 2' x 2' x 2.5' deep for the posts
- Each center anchor hole shall measure 12" x 12" x 12" deep
- Each post hole shall have three, four ft long #5 rebar driven in the bottom of the holes that surround a new schedule 40 PVC sleeve
- Each hole shall be formed with 2 x 4 's on top of the new final bituminous asphalt layer
- The anchor holes will not need rebar or forms
- The net post shall be 2 7/8" O.D. Steel with external cranks (Edwards or equal)
- Center pipe anchor is to be 8" galvanized
- The sleeves for the net posts are to be schedule 40 PVC 3" I.D.
- Nets shall be Douglas JTN-30 PB/Q5 tennis nets with 4 yr. warranty or equal
- See post and net typicals – follows this page.



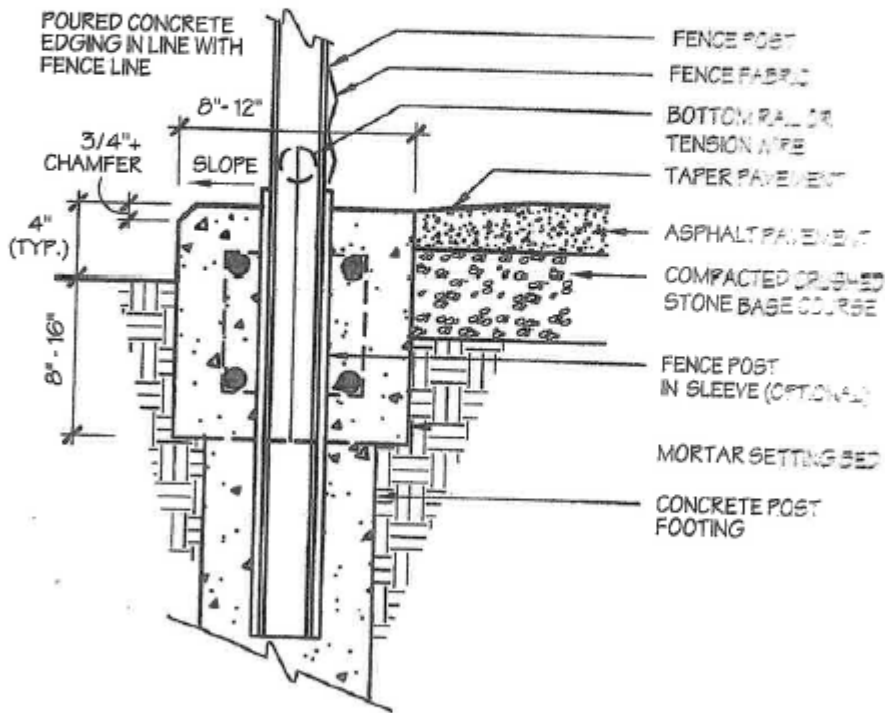
PICKLEBALL NET ELEVATIONS

NOT TO SCALE

02NETELEV.AVL.20



SECTION - CONCRETE COURT EDGING



SECTION CONCRETE EDGING @ FENCE POST

POURED CONCRETE EDGING FOR ASPHALT COURT

NOT TO SCALE

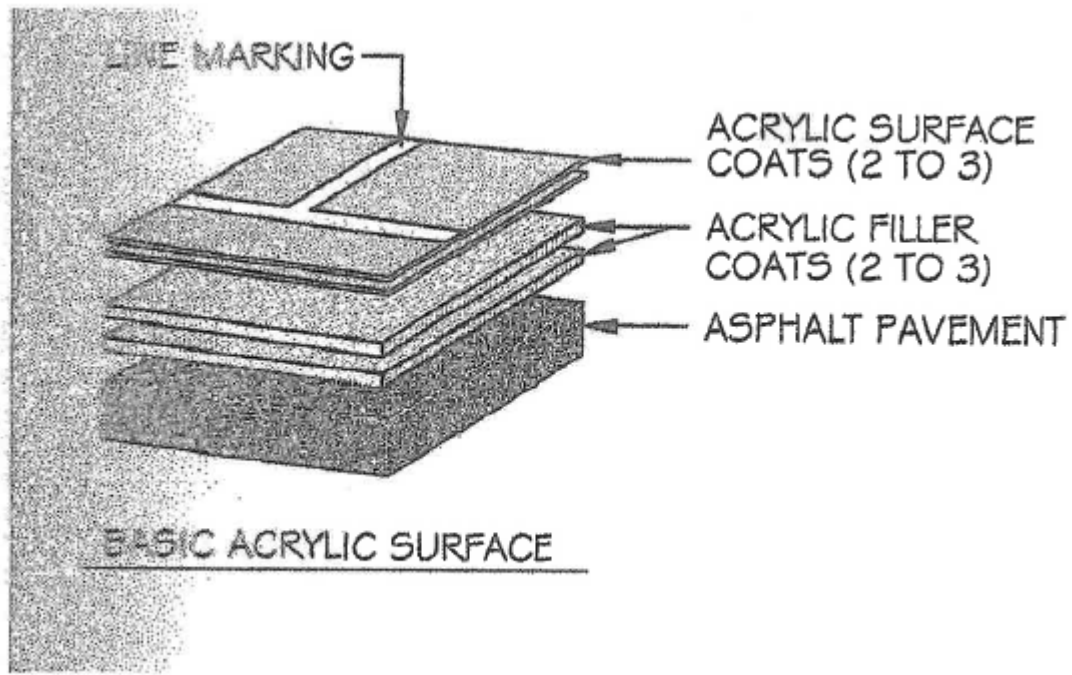
SportMaster Color Surface System Specification with lines and markings PickleMaster

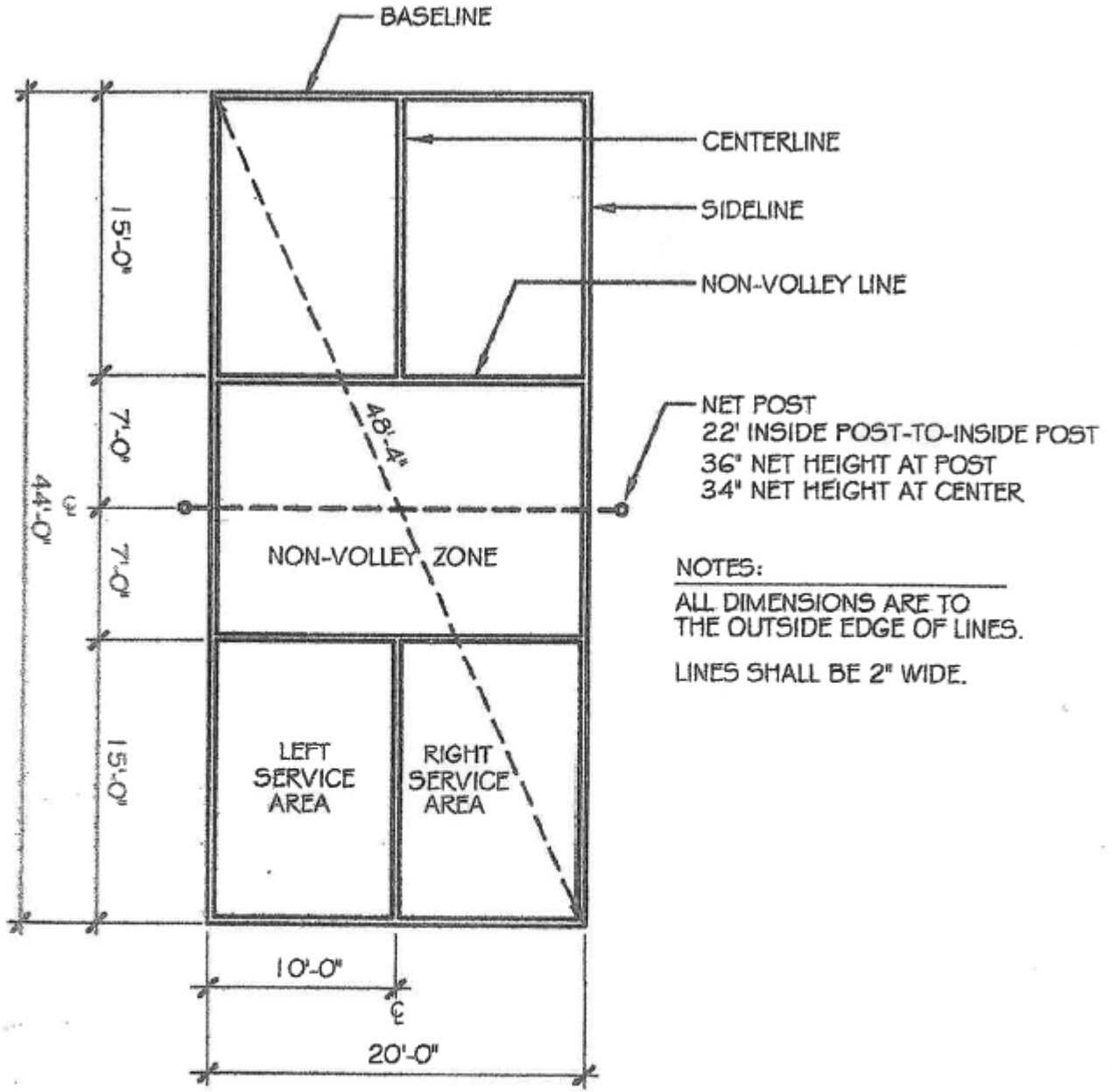
PickleMaster is a specialized coating system designed for use on pickleball court surfaces. PickleMaster is factory-textured to provide a safe, non-slip surface with a non-aggressive texture to minimize ball wear. Seventeen color choices are available.

- Thoroughly clean court's surface of all loose debris
- Flood courts with water and mark all pavement irregularities with a construction crayon (low spots, pavement roller marks, seams, etc.)
- Fill and level all existing low areas and pavement irregularities holding water greater than 1/8"
- Apply 1st coat of acrylic resurfacer
- Apply 2nd coat of acrylic resurfacer (.08 gal per s.y.)
- Apply a mixture of two coats of PickleMaster color surface systems.
- Layout and paint all lines and markings at the required standard locations.

Exclusions:

- Any work outside the fence and concrete curb perimeter Relocation of existing utilities
- Unforeseen or underground utilities/relocation of existing utilities
- Testing and inspection fees
- Any and all work outside of grading and site layout plans
- Landscape/irrigation
- Rotten or unsuitable soils
- Trees and stumps
- Retaining walls
- ADA concrete compliance work
- Sidewalks
- Restrooms
- Seating/player/spectator





NOTES:
 ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF LINES.
 LINES SHALL BE 2" WIDE.

LINE TOLERANCE GUIDE:

NET LINE TO OUTSIDE OF NVZ LINE:	7'-0"	+/- 1/8"
NET LINE TO OUTSIDE OF BASELINE:	22'-0"	+/- 1/4"
OUTSIDE SIDELINE TO OUTSIDE SIDELINE:	20'-0"	+/- 1/4"
OUTSIDE SIDELINE TO CENTERLINE:	10'-0"	+/- 1/8"
DIAGONAL DIMENSION:	48'-4"	+/- 3/4"

COURT - PLAYING LINE LAYOUT

NOT TO SCALE

Ship To
 Engineering 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. 2022-00000245

DATE 12/02/2021

VENDOR 11435 - SHOALS ELECTRIC COMPANY INC.

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

NON-NEGOTIABLE

Contact
 SHOALS ELECTRIC COMPANY INC.
 704 DAVISON AVE
 MUSCLE SHOALS, AL 35661



DELIVER BY
SHIP VIA
FREIGHT TERMS
 PAGE 1 of 1

REFERENCE # Bid #2021-012-ITB, Res. 2021-356-R, Approved 11/8/22

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Sullivan St. and Madison Blvd. Signal Modification 39-150-000-2955-39 - Project - Middle School Road (Garner - Shorter - Life-Way) 43,000.00 20 028	43,000.0000	\$43,000.00
1.0000	Each	*Item - Sullivan St. and Madison Blvd. Signal Modification-CONTINGENCY 39-150-000-2955-39 - Project - Middle School Road (Garner - Shorter - Life-Way) 15,000.00 20 028	15,000.0000	\$15,000.00
1.0000	Each	*Item - Will Halsey Way and Hughes Rd. Signal Modification 39-150-000-2955-39 - Project - Middle School Road (Garner - Shorter - Life-Way) 52,000.00 20 028	52,000.0000	\$52,000.00
1.0000	Each	*Item - Will Halsey Way and Hughes Rd. Signal Modification-CONTINGENCY 39-150-000-2955-39 - Project - Middle School Road (Garner - Shorter - Life-Way) 20,000.00 20 028	20,000.0000	\$20,000.00
		<p><i>zlnw # 29609</i> <i>Amt \$ 99,500.00</i> <i>E. Michelle Dunson</i> <i>3/27/2023</i></p>		
		12/02/2021		
<p><i>Roger Bellamy JR</i> 13:07:53-06:00</p>			TOTAL DUE	\$130,000.00

Purchasing Agent Signature

Special Instructions

Complete

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

RECEIVED

FEB 15 2023

CITY OF MADISON
ENGINEERING DEPARTMENT

Electrical Contractors
704 Davison Avenue
Muscle Shoals, AL 35661
 (256) 381-4146
 www.ShoalsElectric.com

Invoice

Invoice Number	29609
Invoice Date	2/15/2023

Bill To: City of Madison
 100 Hughes Road
 Madison, AL 35758

Our Job No	Customer Job No	Description	Payment Terms	Due Date
2505	2021-012-ITB	Madison City-Rework Signals	Net 30 Days	3/17/2023

Qty	Description	Unit Price	Total
1.00	Sullivan Street and Madison Blvd. Signal Modification 39-150-000-2955-39	43,000.00	43,000.00
1.00	Will Halsey Way and Hughes Road Signal Modification 39-150-000-2955-39	52,000.00	52,000.00
1.00	Will Halsey Way and Hughes Road Contingency 39-150-000-2955-39	4,500.00	4,500.00

Subtotal \$ 99,500.00

Total Due \$ 99,500.00

E. Michelle Dunson
 3/27/2023

Thank you for your business!

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA
AND COUNTY OF MADISON

SHOALS ELECTRIC CO., INC. MCR
704 DAVISON AVE
MUSCLE SHOALS, AL 356612318

Madison County Record

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney

CA Fellersano

Affiant

PUBLISHED ON: 02/22/23, 03/01/23, 03/08/23, 03/15/23

TOTAL COST: \$ 167.88

AD SPACE: 16 LINES

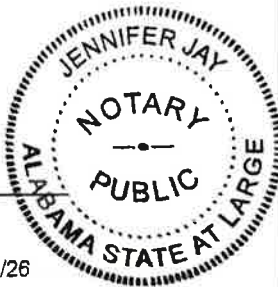
FILED ON: 02/22/2023

Sworn to or affirmed before me on: 3/15/2023

Jennifer Jay

Notary Public, State at Large, My Commission

expires: MY COMMISSION EXPIRES 11/22/26



PUBLIC NOTICE

Shoals Electric Company, Inc. hereby gives notice of completion of contract with the City of Madison for the construction of Project ITB 2021-012 Sullivan Street and Madison Blvd & Will Halsey and Hughes signal modifications. This notice will appear for four consecutive weeks. (Enter Dates). All claims should be filed to 704 Davison Ave. Muscle Shoals, AL 35661. Madison County Record 02/22; 03/01; 03/08; 03/15/2023.

City of Madison, Alabama Accounts Payable Edit Listing

Vendor/Remittance Address	Number	Description	Invoice Date	G/L Date	Due Date	Received Date	Confirming EFT G/L Date	Notes	Amounts
Batch Department: 150 Engineering		Batch Date: 03/13/2023	Batch Number: 21-0396-15		Batch Description: Garner Street Extension #15				
12304 - WIREGRASS CONSTRUCTION*	2023-00001654	Garner Street Extension #15	03/10/2023	03/13/2023	03/13/2023			No	Gross: 84,838.24
Invoice Department: 150 Engineering		Check Sort Code:	Bank Account: 2020-A GO Bond - Checking		Freight: 0.00				
WIREGRASS CONSTRUCTION		Check Code:	Invoice Terms:		State Tax: 0.00				
PO BOX 929		Manual Check: No	Hold Reason:		County Tax: 0.00				
DOTHAN, AL 36302		Check Number:			Local/City Tax: 0.00				
					Discount: 0.00				
					Retainage: 0.00				
					Net Amount: 84,838.24				

Detail:	P.O. Number	C/D/FT/A/1099	Description	Quantity	U/M	Amount/Unit	Total Amount
		N/Y/Y/N/N/N	*Item - Garner Street Extension #15	1.0000	EA	84,838.2400	84,838.24
G/L Distribution:	G/L Account/Project					Expensed	Unencumbered
	39-150-000-2955-39 (Bond Capital Improvement Fund-Engineering-General - Non Divisional -Project - Middle School Road (Garner - Shorter - Life-Way))					84,838.24	0.00
	20 028 (Middle School Infrastructure Project)						

Total Invoice Items: 1 Invoice Amount Expended: \$84,838.24 Invoice Amount Unencumbered: \$0.00

Batch Total Invoices:	1
Batch Total Gross:	\$84,838.24
Batch Total Freight:	\$0.00
Batch Total State Tax:	\$0.00
Batch Total County Tax:	\$0.00
Batch Total Local/City Tax:	\$0.00
Batch Total Discount:	\$0.00
Batch Total Retainage:	\$0.00
Batch Total Net:	\$84,838.24
Batch Total Unencumbered:	\$0.00

[Consent Approved 3/27]

RECEIVED
3/14/2023 9:58:32 AM
MAR 15 2023
IN FINANCE



March 10, 2023

Michelle Dunson, P.E.
Deputy Director
The City of Madison Engineering Department
100 Hughes Rd.
Madison, AL 35758

Re: Project No. 20-028 Garner St. Extension Phase 2

Ms. Dunson,

Enclosed please find Estimate No. 15 for Wiregrass Construction Company, Inc. in the amount of \$84,838.24. This estimate covers all work performed from February 1, 2023 to February 28, 2023.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole
Project Manager
Morell Engineering, Inc.

Michelle
Dunson

Digitally signed by
Michelle Dunson
Date: 2023.03.13
07:36:09 -05'00'



Morell Engineering, Inc.
Contractor Payment Summary Report

Estimate No: 15
 Project No: 21-0396
 Client: City of Madison
 Contractor: Wiregrass Construction Company, Inc.
 Description: Access Improvements for New Journey Middle School

Calendar Days: 448
 Days Charged: 446
 County: Madison

Contract Complete: -
 Target Completion: November 24, 2022
 Percent Time Used: 100%
 Percent Complete: 89%

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (February 2023) Qty	Amount	To Date Qty	Amount	Percent Complete
Category:	1								
Description:	Garner St. Phase 2								
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	\$0.00	1	\$91,895.60	100%
2	ALDOT SILT FENCE	5300	LF	\$3.87	0	\$0.00	3139	\$12,147.93	59%
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	\$0.00	0	\$0.00	0%
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	0	\$0.00	23.69	\$1,302.71	47%
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	\$0.00	0	\$0.00	0%
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	5300	\$2,915.00	100%
7	TREE REMOVAL OVER 6"	20	EA	\$527.24	0	\$0.00	20	\$10,544.80	100%
8	TREE REMOVAL UNDER 6" AND OTHER VEGETATION	5000	SY	\$1.28	0	\$0.00	5000	\$6,400.00	100%
9	CONCRETE SIDEWALK REMOVAL	60	SY	\$19.80	0	\$0.00	51	\$1,009.80	85%
10	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$5.78	0	\$0.00	689	\$3,982.42	79%
11	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.07	0	\$0.00	2048.6	\$10,386.40	85%
12	STORM PIPE REMOVAL	300	LF	\$19.97	0	\$0.00	20	\$399.40	7%
13	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
14	STORM PIPE END TREATMENT REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
15	CONCRETE ROAD HEADER REMOVAL	70	LF	\$9.32	0	\$0.00	41	\$382.12	59%
16	ADJUST SSMH TO NEW GRADE	5	EA	\$865.76	0	\$0.00	1	\$865.76	20%
17	ADJUST UTILITY BOXES TO NEW GRADE	5	EA	\$552.91	0	\$0.00	0	\$0.00	0%
18	RELOCATE STREET LIGHT	1	EA	\$8,293.66	0	\$0.00	1	\$8,293.66	100%
19	STRIP AND STOCKPILE TOPSOIL	6000	CY	\$7.76	0	\$0.00	1448.42	\$11,239.74	24%
20	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	0	\$0.00	10000	\$107,800.00	100%
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	0	\$0.00	14000	\$22,960.00	100%
23	SOD	3500	SY	\$5.53	0	\$0.00	2818.3	\$15,585.20	81%
24	HYDROSEED	10500	SY	\$1.00	0	\$0.00	10500	\$10,500.00	100%
25	RETAINING WALL (OWNER-SUPPLIED MATERIAL--CONTRACTOR TO INCLUDE INSTALLATION COSTS	1260	SF	\$23.82	0	\$0.00	1236.57	\$29,455.10	98%
26	8" DI PIPE	2410	LF	\$67.89	0	\$0.00	2102	\$142,704.78	87%
27	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	7	\$6,137.18	100%
28	8" DI 90 DEG FITTING	2	EA	\$882.50	0	\$0.00	0	\$0.00	0%
29	8" DI TEE	6	EA	\$1,733.59	0	\$0.00	3	\$5,200.77	50%
30	8" GATE VALVE	6	EA	\$2,478.69	0	\$0.00	5	\$12,393.45	83%

Morell Engineering, Inc.
Contractor Payment Summary Report

31	16" STEEL CASING UNDER PAVEMENT	80	LF	\$118.68	0	\$0.00	0	\$0.00	0%
32	FIRE HYDRANT ASSEMBLY	4	EA	\$7,268.84	0	\$0.00	4	\$29,075.36	100%
33	BLOWOFF VALVE ASSEMBLY	2	EA	\$1,544.51	0	\$0.00	2	\$3,089.02	100%
34	CONNECT TO EXISTING MAIN	4	EA	\$4,557.19	0	\$0.00	4	\$18,228.76	100%
35	DISINFECT AND FLUSH NEW MAINS	2	EA	\$1,935.19	0	\$0.00	2	\$3,870.38	100%
36	18" RCP	408	LF	\$71.45	0	\$0.00	408	\$29,151.60	100%
37	18" RCP FES	4	EA	\$1,357.76	0	\$0.00	4	\$5,431.04	100%
38	45X73 ARCP	48	LF	\$345.77	0	\$0.00	48	\$16,596.96	100%
39	45X73 ARCP FES	2	EA	\$6,315.91	0	\$0.00	2	\$12,631.82	100%
40	GRATE INLET	6	EA	\$2,140.41	0	\$0.00	6	\$12,842.46	100%
41	GRATE INLET OVER EXISTING PIPE	6	EA	\$2,140.41	0	\$0.00	5	\$10,702.05	83%
42	YARD INLET	2	EA	\$1,830.00	0	\$0.00	2	\$3,660.00	100%
43	SINGLE WING S-INLET	2	EA	\$5,760.73	0	\$0.00	2	\$11,521.46	100%
44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUTURE TO YARD INLET	2	EA	\$4,854.78	0	\$0.00	2	\$9,709.56	100%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	2	\$2,846.12	100%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	0	\$0.00	1156	\$21,732.80	96%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	600	\$5,148.00	100%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	0	\$0.00	130.56	\$1,039.26	82%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	0	\$0.00	4	\$517.04	200%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	0	\$0.00	2	\$517.02	100%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	0	\$0.00	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	1352	\$8,828.56	90%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	52.05	\$5,569.35	26%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	0	\$0.00	2628.28	\$178,723.04	75%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	0	\$0.00	2089.07	\$200,550.72	80%
60	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	1850	\$194,342.50	100%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	130.08	\$14,145.00	130.080927	\$14,145.00	81%
63	SOLID WHITE TRAFFIC STIPING	11100	LF	\$0.83	0	\$0.00	8605	\$7,142.15	78%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	0	\$0.00	49	\$54.39	33%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	10938	\$9,078.54	99%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	0	\$0.00	625.36	\$3,458.24	74%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	0	\$0.00	5	\$27.65	2%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	100	\$553.00	100%

Morell Engineering, Inc.
Contractor Payment Summary Report

71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	0	\$0.00	8	\$3,096.32	100%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	0	\$0.00	2	\$774.08	100%
73	STREET NAME SIGN	12	EA	\$193.52	0	\$0.00	12	\$2,322.24	100%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	0	\$0.00	4	\$331.76	100%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	0	\$0.00	3	\$364.92	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	0	\$0.00	6	\$1,824.60	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	1	\$36,758.24	1	\$36,758.24	100%

Totals for Category		Total Bid:	\$1,989,777.74	Estimate Total:	\$50,903.24	To Date Total:	\$1,705,535.02		
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Item Code	Description	Bid Qty	Unit	Unit Price	This Month (February 2023)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
Category: 2									
Description: Change Order One									
79	UNDERCUT	6700	CY	\$23.00	0	\$0.00	6475	\$148,925.00	97%
80	SURGE STONE	10500	TON	\$33.50	0	\$0.00	10500	\$351,750.00	100%
81	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	21000	\$38,850.00	100%
82	GI-19 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
83	GI-20 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
84	GI-22 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
85	GI-23 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
86	GI-25 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
87	GI @ 35+00	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
88	GI @31+75	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
89	MODIFY S-INLET	1	EA	\$4,854.78	0	\$0.00	0.5	\$2,427.39	50%
90	18" RCP	128	LF	\$71.45	0	\$0.00	94	\$6,716.30	73%
91	18" RCP FES	2	EA	\$1,357.76	0	\$0.00	2	\$2,715.52	100%
92	ROCK PIPE OUTLET PROTECTION	10	TON	\$54.99	0	\$0.00	0	\$0.00	0%
93	8" DI PIPE	200	LF	\$67.89	0	\$0.00	60	\$4,073.40	30%
94	8" DI 45 DEG FITTING	2	EA	\$876.74	0	\$0.00	2	\$1,753.48	100%
95	8" DI TEE	1	EA	\$1,733.59	0	\$0.00	0	\$0.00	0%
96	8" GATE VALVE	2	EA	\$2,478.69	0	\$0.00	1	\$2,478.69	50%
97	CONNECT TO EXISTING MAIN	1	EA	\$4,557.19	0	\$0.00	1	\$4,557.19	100%
98	6"x8" REDUCER	1	EA	\$1,250.00	0	\$0.00	2	\$2,500.00	200%
99	16"X8" CASING SPACERS	4	EA	\$187.50	0	\$0.00	4	\$750.00	100%

Totals for Category		Total Bid:	\$601,685.85	Estimate Total:	\$0.00	To Date Total:	\$578,637.38		
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Morell Engineering, Inc.
Contractor Payment Summary Report

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (February 2023)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
Category: 3									
Description:	Contingency	1	EA	\$50,000.00					186%
7c	TREE REMOVAL OVER 6" OVERRUN	20	EA	\$527.24	0	\$0.00	45	\$23,725.80	225%
38c	45X73 ARCP	48	EA	\$345.77	0	\$0.00	8	\$2,766.16	17%
81c	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	717.75	\$1,327.84	3%
27c	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	2	\$1,753.48	29%
100	CONCRETE VALLEY GUTTER	40	LF	\$45.00	0	\$0.00	37	\$1,665.00	93%
18c	RELOCATE STREET LIGHT (CREDIT)	1	EA	\$8,293.66	0	\$0.00	-0.06	-\$500.00	-6%
6c	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	594.00	\$326.70	11%
24c	HYDROSEED	10500	SY	\$1.00	0	\$0.00	342.69	\$342.69	3%
49c	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	360.00	\$3,088.80	60%
60c	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	11.00	\$1,155.55	1%
80c	SURGE STONE	10500	TON	\$33.50	0	\$0.00	145.43	\$4,871.91	1%
20c	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	0	\$0.00	117.61	\$1,267.84	1%
101	CONCRETE BARRIER WALL	1	LS	\$67,870.00	0.5	\$33,935.00	0.5	\$33,935.00	50%
22c	SPREAD TOPSOIL	14000	SY	\$1.64	0	\$0.00	10338.3	\$16,954.81	74%
70c	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	35	\$193.55	35%
Totals for Category		Total Bid:		\$50,000.00	Estimate Total:	\$33,935.00	To Date Total:	\$92,875.12	

Estimate Summary			Category Total	To Date Total
Category	Description			
1	Garner St. Phase 2		\$50,903.24	\$1,705,535.02
2	Change Order One		\$0.00	\$578,637.38
3	Contingency		\$33,935.00	\$92,875.12
Retention	5% Retention	50% Complete-->	\$0.00	\$65,763.38
Grand Total for Estimate: 15			\$84,838.24	\$2,311,284.15

Total: \$2,377,047.52
Less Previous Payments: \$2,226,445.91
Retention: \$65,763.38
Amount Payable: \$84,838.24

RECEIVED

MAR 30 2023

CITY OF MADISON
ENGINEERING DEPARTMENT

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

Invoice number 27081
Date 03/29/2023

Project **1534.009 Sullivan St Construction
Observation**

Contract Administration

Professional Fees

	Hours	Rate	Billed Amount
Engineer 5	2.19	165.00	361.35
Contract Administration subtotal			361.35

Invoice total **361.35**

Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Current Billed
CONTRACT ADMINISTRATION	84,000.00	83,999.94	0.06	83,638.59	361.35
SIDEWALK DESIGN	6,000.00	5,999.00	1.00	5,999.00	0.00
Total	90,000.00	89,998.94	1.06	89,637.59	361.35

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
27081	03/29/2023	361.35	361.35				
	Total	361.35	361.35	0.00	0.00	0.00	0.00

REMITTANCE ADDRESS: Croy Engineering | 603 Madison Street, SE | Huntsville, AL 35801 | 256.517.8555

E. Michelle Dunson
3/31/2023

RESOLUTION NO. 2023-144-R

**A RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF THE
RULES TO AMEND THE ORDER OF BUSINESS FOR THE COUNCIL
AGENDA DURING THE MONTHS OF APRIL AND MAY 2023**

WHEREAS, the City Council seeks a temporary change to the order of business for City Council meetings in order to evaluate the efficiency of conducting some public comments at the end of City Council meetings; and

WHEREAS, this temporary re-ordering of public comments would allow the City Council to evaluate whether certain public comments would be best conducted at the end of City’ Council’s meetings by a permanent change to the City Council’s rules of operation; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon a vote exceeding two-thirds of the Council’s members, that the Council shall temporarily suspends its rules under City Code Section 2-42 (4) establishing the order of business for Public Comments during City Council meetings; and

BE IT FURTHER RESOLVED that, pursuant to the provisions of the City Code stating “[t]he council president may adjust the format from time to time, as deemed necessary, to provide for the orderly conduct of business” the Council does so deem it necessary to move all public comments regarding items not listed on an Agenda to the end of the City Council’s meeting; and

BE IT FURTHER RESOLVED that, said temporary suspension of the rules to re-order public comments regarding such issues/topics unrelated to the posted Agenda shall remain in effect for all City Council meetings throughout the months of April and May of 2023.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of April 2023.

ATTEST:

Ranae Bartlett, City Council President
City of Madison, Alabama

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

APPROVED this _____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-140-R

**A RESOLUTION APPROVING LOUNGE RETAIL LIQUOR LICENSE- CLASS TWO
FOR JAY JOGNI INC.**

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a lounge retail liquor – Class II (Package) license to **JAY JOGNI INC.** doing business as **BALCH ROAD SPIRITS** which has applied for said license for its location at 513 Balch Road, Suite B; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC lounge retail liquor – Class II (Package) license to **JAY JOGNI INC** for its **BALCH ROAD SPIRITS** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City lounge retail liquor – Class II (Package) license to **JAY JOGNI INC** doing business as **BALCH ROAD SPIRITS**;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of April 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 April 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: April 5, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Jay Jogni Inc.
DBA: Balch Road Spirits
Lounge Retail Liquor – Class II (Package)

Please find attached a copy of the checklist for Jay Jogni Inc., doing business as Balch Road Spirits, in regard to their application for a Lounge Retail Liquor – Class II (Package) for their location at 513 Balch Road - Suite B, Madison, AL.

The reason that this business is applying for a Lounge Retail Liquor – Class II (Package) at this time is because the business has been sold.

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

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

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE
 BEER WINE LIQUOR

Owner Name: Chintan Patel

Business Name: Balch Road Spirits

Business Location: 513 Balch Road Suite B

Mailing Address: 513 Balch Road Shell Suite B

Phone: 256-777-0987

APPLICATION FEE:

Date Paid: 03/16/2023 Amount: \$100.00 Receipt #: _____

Copy of Lease: yes Incorporation Papers: yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: March 16, 2023

Background Check: Approved Disapproved _____

Check Completed By: Becky Renfoe Title ID Secretary

Date Completed: 3-17-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: March 16, 2023

Inspection: Approved Disapproved _____

Inspection Completed By: Isaac Callison Title Inspector

Date Completed: 4-4-23

FIRE DEPARTMENT APPROVAL:

Letter Sent: March 16, 2023

Inspection: Approved Disapproved _____

Inspection Completed By: Scott Title DFM

Date Completed: 4-5-23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: March 15, 2023

Date Placed: March 22, 2023 Newspaper: _____

Publication Fee Paid: \$184

Date Paid: March 16, 2023 Receipt #: _____

Date of Public Hearing: April 10, 2023

Approved: _____

Denied: _____

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-141-R

A RESOLUTION APPROVING OFF-PREMISES BEER AND WINE LICENSE FOR JAY JOGNI INC.

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an off-premises beer and wine license to **JAY JOGNI INC.** doing business as **BALCH ROAD SHELL** which has applied for said license for its location at 513 Balch Road; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premises beer and wine license to **JAY JOGNI INC** for its **BALCH ROAD SHELL** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City off-premises beer and wine license to **JAY JOGNI INC** doing business as **BALCH ROAD SHELL**;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 10th day of April 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 April 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: April 5, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Jay Jogni Inc.
DBA: Balch Road Shell
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for Jay Jogni Inc., doing business as Balch Road Shell, in regard to their application for an Off-Premises Beer and Wine License for their location at 513 Balch Road, Madison, AL.

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

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

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

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE
 BEER WINE LIQUOR

Owner Name: Chintan Patel

Business Name: Balch Road Shell

Business Location: 513 Balch Road

Mailing Address: 513 Balch Road Shell

Phone: 256-777-0987

APPLICATION FEE:

Date Paid: 03/16/2023 Amount: \$100.00 Receipt #: _____

Copy of Lease: yes Incorporation Papers: yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: March 16, 2023

Background Check: Approved Disapproved _____

Check Completed By: Becky Kentrol Title ID Secretary

Date Completed: 3-17-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: March 16, 2023

Inspection: Approved 4-4-23 Disapproved _____

Inspection Completed By: Isaac Callison Title Inspector

Date Completed: 4-4-23

FIRE DEPARTMENT APPROVAL:

Letter Sent: March 16, 2023

Inspection: Approved Disapproved _____

Inspection Completed By: Scott Allen Title DFM

Date Completed: 4-5-23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: March 15, 2023

Date Placed: March 22, 2023 Newspaper: _____

Publication Fee Paid: \$184

Date Paid: March 16, 2023 Receipt #: _____

Date of Public Hearing: April 10, 2023

Approved: _____

Denied: _____

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-136-R

A RESOLUTION APPOINTING ELECTION OFFICERS FOR THE 2023 SPECIAL MUNICIPAL ELECTION ON COUNCIL-MANAGER FORM OF GOVERNMENT ELECTION AND SETTING COMPENSATION FOR SAID OFFICERS

WHEREAS, a special municipal election has been called to be held on May 9, 2023 for a referendum on the transition to a Council-Manager form of government.

BE IT RESOLVED, that the persons named on "Attachment A" are appointed as elections officers for the special municipal referendum election to be held on Tuesday, May 9, 2023.

BE IT FURTHER RESOLVED, that said election officers will be compensated at the rate of One hundred fifty dollars (\$150.00) per day for their services and the Chief Inspector shall be paid Two Hundred dollars (\$200.00) per day for their services.

BE IT FURTHER RESOLVED that a school of instruction for the named officers shall be conducted on **Wednesday, April 26, 2023**. The hours for the school of instruction will be 10:00 a.m., 2:00 p.m. and 5:30 p.m. for the Council-Manager referendum election and that the Clerk is directed to give each of the named officers at least forty-eight (48) hours' notice of the time and place of the election school.

READ, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Madison, Alabama, on the 10th day of April, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of April 2023

Paul Finley, Mayor

City of Madison, Alabama



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No. 7
Restoration Church
5810 Wall Triana**

Chief Inspector:

Sarah London

Poll Workers:

*David Bradford
Anders Kinney
Michelle Kinney
Joyce London
Eugene Russell
Juan Salverson
Janet Salverson*

ATTACHMENT A
RESOLUTION NO. 2023-136-R



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Lamb of God Lutheran Church
District 2 & 4 Limestone County**

Chief Inspector:

Rose Albert

Poll Workers:

**Bruce Albert
Mike Potter
Bunny Lamps
Sherry Masters
Vernon Paulette
Frankie Cramer
Carol Haire Green**



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No.4
Madison City Hall**

Chief Inspector:
Louis Kronenberg

Poll Workers:
Lou Watts
Rickie Findlay
Andrew Findlay
Joseph Findlay
Esther Findlay
Carleen Cowles
Florence Walker



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No. 6
Madison Public Library
142 Plaza Boulevard**

**Chief Inspector:
Paul DePriest**

**Poll Workers:
Eduardo Hope
Bonita Owens
Janet Nelson
Kathy Patrick**



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No. 5
St. John Catholic Church
1057 Hughes Road**

**Chief Inspector:
Kathy Wilson**

**Poll Workers:
Angela Daindridge
Brady Rogers
Pam Rogers
Raymond Robin
Rebecca Morino
Veronica Morino
George Barry**



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No. 2
Madison Baptist Church
840 Balch Road**

Chief Inspector:

Allison Horton

Poll Workers:

*Lisa Horn
Cameron Park
Adair Seeman
Josh Horton
Roger Von Jouanne
Lynn Park*



**2023 Special Municipal Election
May 9, 2023**

Chief Inspector & Poll Workers

**Absentee Ballots:
Madison City Hall**

Chief Inspector:

Dee Voelkel

Poll Workers:

**Mary Dennis
Sherry Newton
Nancy Burch
Gayla Warren
Charles Warren**



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No. 1
Faith Lutheran Church
660 Gillespie Road**

**Chief Inspector:
Greg Johnson**

**Poll Workers:
Miranda Cassell
Birdie Williams
Mary Lou Kratz
Tiffany Knox
Carol Johnson
Bill Kratz**



**2023 Special Municipal Election
May 9, 2023**

**Chief Inspector & Poll Workers
Council District No. 3
Madison Mission Seventh Day Adventist Church
183 Shelton Road**

Chief Inspector:

Susan Pierce

Poll Workers:

*Jon Pierce
Peggy Stanley
Jennifer Moore
Dan Spiegelberg
Valeh Betsayad
Susan Mathias
Dan Gardner*

ORDINANCE NO. 2023-099

**AN ORDINANCE GRANTING A UTILITY EASEMENT
ACROSS CITY PROPERTY AND CONVEYING TWO TRACTS OF PROPERTY TO
MADISON UTILITIES**

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

SECTION 1. That a request has been presented to the City of Madison on behalf of the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "Madison Utilities"), an Alabama public utility corporation, requesting the granting of a public utility and easement across two tracts of City-owned property as depicted on Exhibit A, Exhibit B attached hereto and described as follows:

A 50 FOOT WIDE PERMANENT UTILITY, DRAINAGE, AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING LOCATED ON THAT PROPERTY DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE S 02°46'23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88°54'18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01°57'31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88°57'45" E FOR 545.30' TO THE POINT OF BEGINNING OF SAID 50' EASEMENT, THENCE N 02°02'40" E FOR 356.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22°14'43" W FOR 127.52' TO A POINT, THENCE N 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68°00'55" W FOR 128.16' TO A POINT, THENCE N 89°29'43" W FOR 1121.21' TO A POINT, THENCE N 00°31'34" E FOR 50.00' TO A POINT, THENCE S 89°29'43" E FOR 1121.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68°00'55" E FOR 164.78' TO A POINT, THENCE S 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE S 22°14'43" E FOR 168.65' TO A POINT,

THENCE S 02°02'40" W FOR 355.89' TO A POINT, THENCE N 88°57'45" W FOR 50.01' TO THE POINT OF BEGINNING.

SECTION 2. That Madison Utilities has requested the referenced utility easement is necessary to feed water into the Keene Water Plant.

SECTION 3. That the requested easement area is not presently used by the City, and it is not needed for public or municipal purposes.

SECTION 4. That Madison Utilities has also requested that the City transfer ownership of a portion of one tract of City owned property and transfer ownership of another tract of City owned property located near Liberty Drive as depicted on Exhibit C, Exhibit D attached hereto and described as follows:

Tract 1:

3.47 ACRES OF LAND LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK, DOCUMENT NO. 20100506000235370, THENCE S 02°46'23" E FOR 39.59' TO AN IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION BEING DOCUMENT NO. 20041201000539590, THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED RESERVE AT BRIDGEFIELD S 88°54'18" E FOR 610.10' TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING, THENCE CONTINUE S 88°54'18" E ALONG THE RESERVE AT BRIDGEFIELD FOR 673.63' TO AN IRON PIN SET, THENCE N 01°57'31"E FOR 224.74' TO A 5/8" REBAR FOUND, THENCE N 88° 57'45" W FOR 673.64' TO AN IRON PIN SET, THENCE S 01°57'31" W FOR 224.06' TO THE POINT OF BEGINNING.

AND ALSO,

Tract 2:

4.92 ACRES LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR

AS RECORDED IN PLAT BOOK 28 PAGE 16 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, THENCE S 88°57'51" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 36°54'14" A CHORD BEARING AND DISTANCE OF N 19°38'58" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38°38'17" A CHORD BEARING AND DISTANCE OF S 69°43'44" E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89°31'51" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01°58'26" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 228.46' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87°32'16" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8' REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, ALABAMA, THENCE N 88°52'51" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE CIRCLE, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88° 52'51" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01°58'26" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.

SECTION 5. Tracts One and Two, described herein, are no longer needed for the City’s public purpose and the conveyance of these tracts to HU promotes the public purpose of improving the infrastructure of the Keene Water Plant.

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 deed granting the above-described easement and conveyance of property in favor of **Madison Utilities** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this 10th day of April 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON) UTILITY AND DRAINAGE EASEMENT

THIS CONVEYANCE made and entered into on this the ___ day of _____, 2023, by and between **THE CITY OF MADISON, an Alabama municipal corporation**, as Grantor, and **THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, a public utility corporation organized under the laws of the State of Alabama doing business as MADISON UTILITIES**, as Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to Grantor in hand paid by Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual easement for utilities and drainage on, over, along, across, under and through the lands of the Grantor situated in Madison County, Alabama, particularly described as follows:

PARCEL 1 (Dog Park Easement):

A 25 FOOT PERMANENT UTILITY AND DRAINAGE EASEMENT LYING IN THE SE ¼ OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING LOCATED ON PROPERTY DESCRIBED IN DEED BOOK 2008 PAGE 43320 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, THENCE N 04°46'06" E FOR 40.54' TO A 5/8" REBAR FOUND ON THE NORTH RIGHT OF WAY OF MILL ROAD, SAID REBAR ALSO BEING ON THE SOUTH LINE OF MILLSTONE PHASE 6, THENCE N 82°54'22" W ALONG SAID RIGHT OF WAY FOR 225.92' TO A 5/8" REBAR FOUND, THENCE N 77°48'13" W ALONG SAID RIGHT OF WAY FOR 164.77' TO THE NORTHWEST INTERSECTION OF BALCH ROAD AND MILL ROAD, THENCE N 82°54'17" W FOR 76.43' TO THE SOUTHWEST CORNER OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE THE FOLLOWING CALLS ALONG THE WEST LINE OF SAID EXISTING 20 FOOT WIDE SEWER EASEMENT; N 09°42'35" E FOR 173.07' TO A POINT, THENCE N 05°35'16" E FOR 225.64' TO A POINT, THENCE N 00°00'00" E FOR 318.31' TO A POINT, THENCE N 20°20'05" W FOR 234.02' TO A POINT, THENCE N 34°15'18" E FOR 221.00', THENCE N 18°34'24" E FOR 367.81' TO A POINT, THENCE N 32°03'44" E FOR 297.09' TO A POINT, THENCE N46°07'44" E FOR 323.06' TO A POINT ON THE WEST RIGHT OF WAY OF BALCH ROAD, THENCE N 16°00'47" E ALONG SAID RIGHT OF WAY FOR 49.83' TO A POINT, THENCE LEAVING SAID RIGHT OF WAY S 46°07'44" W FOR 369.24' TO A POINT, THENCE S 32°03'44" W FOR 303.13' TO A POINT, THENCE S 18°34'24" W FOR 367.32' TO A POINT, THENCE S 34°15'18" W FOR 230.46' TO A POINT, THENCE S 20°20'05" E FOR 242.44' TO A POINT, THENCE S 00°00'00 W FOR 312.61' TO A POINT, THENCE S 05°35'16" W FOR 223.52' TO A POINT, THENCE S 09°42'35" W FOR 172.17' TO A POINT ON THE NORTH RIGHT OF WAY OF MILL ROAD, THENCE S 80°17'25" E ALONG SAID RIGHT OF WAY FOR 25.00' TO THE POINT OF BEGINNING.

AND ALSO,

PARCEL 2 (Easement for Balch Road):

A 30 FOOT WIDE PERMANENT UTILITY AND DRAINAGE EASEMENT LOCATED IN THE SW ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND BEING LOCATED ON THE PROPERTY DESCRIBED IN DEED BOOK 2006 PAGE 428320 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE SW ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE S 00°00'00" E FOR 215.57' TO A POINT; THENCE N 90°00'00" E FOR 30.26' TO A POINT LYING ON THE EAST

RIGHT-OF-WAY OF BALCH ROAD AND BEING THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING SAID RIGHT-OF-WAY S 89°46'43" E FOR 1071.52' TO A POINT; THENCE N 67°30'00" E FOR 24.73' TO A POINT; THENCE S 36°32'40" W FOR 36.55' TO A POINT; THENCE S 20°18'21" W FOR 10.76' TO A POINT; THENCE N 89°46'42" W FOR 1069.58' TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF BALCH ROAD; THENCE ALONG SAID RIGHT-OF-WAY N 01°21'38" E FOR 30.00' TO THE POINT OF BEGINNING.

for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, telephone, cable television, communication and information services, water, gas and storm drainage, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to control, channel and/or discharge stormwater; the right to maintain said easement granted clear of trees, undergrowth and brush; and other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the above-described rights, privileges, and easement unto Grantee, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the ____ day of _____, 2023.

GRANTOR:

THE CITY OF MADISON, an Alabama municipal corporation

ATTEST:

Lisa Thomas, City Clerk-Treasurer

By: _____
Paul Finley, Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

Given under my hand and official seal on the ____ day of _____, 2023.

NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER OF THIS INSTRUMENT WHO CONDUCTED NO TITLE EXAMINATION, AND WHO ISSUED NO TITLE OPINION OR TITLE INSURANCE.

THIS INSTRUMENT PREPARED BY: W. TY STAFFORD, LANIER FORD SHAVER & PAYNE P.C., 2101 W. CLINTON AVE., SUITE 102, HUNTSVILLE, AL 35805, (256) 535-1100.

STATE OF ALABAMA)
)
COUNTY OF MADISON) W A R R A N T Y D E E D

THIS INDENTURE made and entered into on this the ____ day of _____, 2023, by and between **THE CITY OF MADISON, an Alabama municipal corporation**, as Grantor, and **THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, a public utility corporation organized under the laws of the State of Alabama doing business as MADISON UTILITIES**, as Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of Ten and no/100 Dollars to it cash in hand paid this day by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the Grantee the following described real estate lying and being situated in the County of Madison, State of Alabama, to-wit:

Tract 1:

3.47 ACRES OF LAND LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK, DOCUMENT NO. 20100506000235370, THENCE S 02°46'23" E FOR 39.59' TO AN IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION BEING DOCUMENT NO. 20041201000539590, THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED RESERVE AT BRIDGEFIELD S 88°54'18" E FOR 610.10' TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING, THENCE CONTINUE S 88°54'18" E ALONG THE RESERVE AT BRIDGEFIELD FOR 673.63' TO AN IRON PIN SET, THENCE N 01°57'31"E FOR 224.74' TO A 5/8" REBAR FOUND, THENCE N 88°57'45" W FOR 673.64' TO AN IRON PIN SET, THENCE S 01°57'31" W FOR 224.06' TO THE POINT OF BEGINNING.

AND ALSO,

Tract 2:

4.92 ACRES LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR AS RECORDED IN PLAT BOOK 28 PAGE 16 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, THENCE S 88°57'51" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 36°54'14" A CHORD BEARING AND DISTANCE OF N 19°38'58" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38°38'17" A CHORD BEARING AND DISTANCE OF S 69°43'44"

E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89°31'51" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01°58'26" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 228.46' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87°32'16" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8' REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, ALABAMA, THENCE N 88°52'51" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE CIRCLE, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88°52'51" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01°58'26" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.

TOGETHER WITH A UTILITY, DRAINAGE, INGRESS AND EGRESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 50 FOOT WIDE PERMANENT UTILITY, DRAINAGE, AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING LOCATED ON THAT PROPERTY DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE S 02°46'23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88°54'18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01°57'31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88°57'45" E FOR 545.30' TO THE POINT OF BEGINNING OF SAID 50' EASEMENT, THENCE N 02°02'40" E FOR 356.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22°14'43" W FOR 127.52' TO A POINT, THENCE N 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68°00'55" W FOR 128.16' TO A POINT, THENCE N 89°29'43" W FOR 1121.21' TO A POINT, THENCE N 00°31'34" E FOR 50.00' TO A POINT, THENCE S 89°29'43" E FOR 1121.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68°00'55" E FOR 164.78' TO A POINT, THENCE S 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE S 22°14'43" E FOR 168.65' TO A POINT, THENCE S 02°02'40" W FOR 355.89' TO A POINT, THENCE N 88°57'45" W FOR 50.01' TO THE POINT OF BEGINNING.

Said easements being for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, water, gas, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said easements granted clear of trees, undergrowth and brush; and other purposes not

inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the real estate above described, together with all and singular the rights, privileges, tenements, and improvements thereunto belonging or in anywise appertaining unto the Grantee and unto its successors and assigns forever, together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described, and together with the right to use and enjoy the utility, drainage, ingress and egress easements above described, provided that the Grantor expressly secures the right to use and enjoy the utility, drainage, ingress and egress easements above described but such use and enjoyment shall be in such a manner as not to unreasonably interfere with the use thereof, by the Grantee, its successors and assigns under the Grant herein set forth. Grantor does hereby covenant with and represent unto the Grantee that it is lawfully seized in fee of the lands above described; that the same is free of all liens and encumbrances; that it has a good and lawful right to sell and convey the same and that he will forever defend the title to the same unto the Grantee and to its successors and assigns forever, against the lawful claims and demands of all persons whomsoever. There is hereby excepted from all of the foregoing warranties and covenants the following:

1. Ad valorem taxes for the year 2023 and subsequent years.
2. Restrictions and easements of record, if any.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	100 Hughes Road, Madison AL 35758
Grantee's Address:	101 Ray Sanderson Drive, Madison AL 35758
Property Address:	Tract 1: 3.47 acres lying within the SE ¼ of Section 5, Township 4, Range 2 West and Tract 2 - 4.92 acres lying within the NE ¼ of the SE ¼ of Section 5, Township 4, Range 2 West (No street addresses assigned)
Property Value:	Tract 1: \$43,400 Tract 2: \$59,800

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

- Bill of Sale
 Sales Contract
 Closing Statement
 Appraisal
 Other: Tax Assessor's Records

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed on the day and year first above written.

GRANTOR:

THE CITY OF MADISON, an Alabama municipal corporation

ATTEST:

Lisa Thomas, City Clerk-Treasurer

By: _____
Paul Finley, Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

Given under my hand and official seal on the ____ day of _____, 2023.

NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER OF THIS INSTRUMENT WHO CONDUCTED NO TITLE EXAMINATION AND ISSUED NO TITLE OPINION OR TITLE INSURANCE.

THIS INSTRUMENT PREPARED BY: W. TY STAFFORD, LANIER FORD SHAVER & PAYNE P.C., 2101 WEST CLINTON AVENUE, SUITE 102, HUNTSVILLE, ALABAMA 35805. (256) 535-1100



SCALE: AS SHOWN
DATE: FEBRUARY 2023
REVISED
02/08/2023 | BOUNDARY

PROJECT NO: R040120579
SHEET NO. 1 of 1

LEGEND

●	PROPERTY CORNER SET CAPPED 5/8" REBAR (CDG CA-0026-LS)	—	SURVEYED BOUNDARY LINE
●	PROPERTY CORNER FOUND	- - -	RIGHT-OF-WAY
■	CONCRETE MONUMENT FOUND	- - -	EASEMENT
△	CALCULATED POINT		
POB	POINT OF BEGINNING		
POC	POINT OF COMMENCEMENT		
E.S.M.T.	EASEMENT		

LEGAL DESCRIPTION

25' UTILITY AND DRAINAGE EASEMENT (SURVEYED)

A 25 FOOT UTILITY AND DRAINAGE EASEMENT LYING IN THE SE 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF DEED BOOK 2008 PAGE 43320 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, THENCE N 04°46'06" E FOR 40.54' TO A 5/8" REBAR FOUND ON THE NORTH RIGHT OF WAY OF MILL ROAD, SAID REBAR ALSO BEING ON THE SOUTH LINE OF MILLSTONE PHASE 6, THENCE N 82°54'22" W ALONG SAID RIGHT OF WAY FOR 225.92' TO A 5/8" REBAR FOUND, THENCE N 77°48'13" W ALONG SAID RIGHT OF WAY FOR 164.77' TO THE NORTHWEST INTERSECTION OF BALCH ROAD AND MILL ROAD, THENCE N 82°54'17" W FOR 76.43' TO THE SOUTHWEST CORNER OF AN EXISTING 20 FOOT WIDE SEWER EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE THE FOLLOWING CALLS ALONG THE WEST LINE OF SAID EXISTING 20 FOOT WIDE SEWER EASEMENT: N 09°42'35" E FOR 173.07' TO A POINT, THENCE N 05°35'16" E FOR 225.64' TO A POINT, THENCE N 00°00'00" E FOR 318.31' TO A POINT, THENCE N 20°20'05" W FOR 234.02' TO A POINT, THENCE N 34°15'18" E FOR 221.00', THENCE N 18°34'24" E FOR 367.81' TO A POINT, THENCE N 32°03'44" E FOR 297.09' TO A POINT, THENCE N46°07'44" E FOR 320.00' TO A POINT ON THE WEST RIGHT OF WAY OF BALCH ROAD, THENCE N 16°00'47" E ALONG SAID RIGHT OF WAY FOR 49.83' TO A POINT, THENCE LEAVING SAID RIGHT OF WAY S 46°07'44" W FOR 369.24' TO A POINT, THENCE S 32°03'44" W FOR 303.13' TO A POINT, THENCE S 18°34'24" W FOR 367.32' TO A POINT, THENCE S 34°15'18" W FOR 230.46' TO A POINT, THENCE S 20°20'05" E FOR 242.44' TO A POINT, THENCE S 00°00'00" W FOR 312.61' TO A POINT, THENCE S 05°35'16" W FOR 223.52' TO A POINT, THENCE S 09°42'35" W FOR 172.17' TO A POINT ON THE NORTH RIGHT OF WAY OF MILL ROAD, THENCE S 80°17'25" E ALONG SAID RIGHT OF WAY FOR 25.00' TO THE POINT OF BEGINNING.

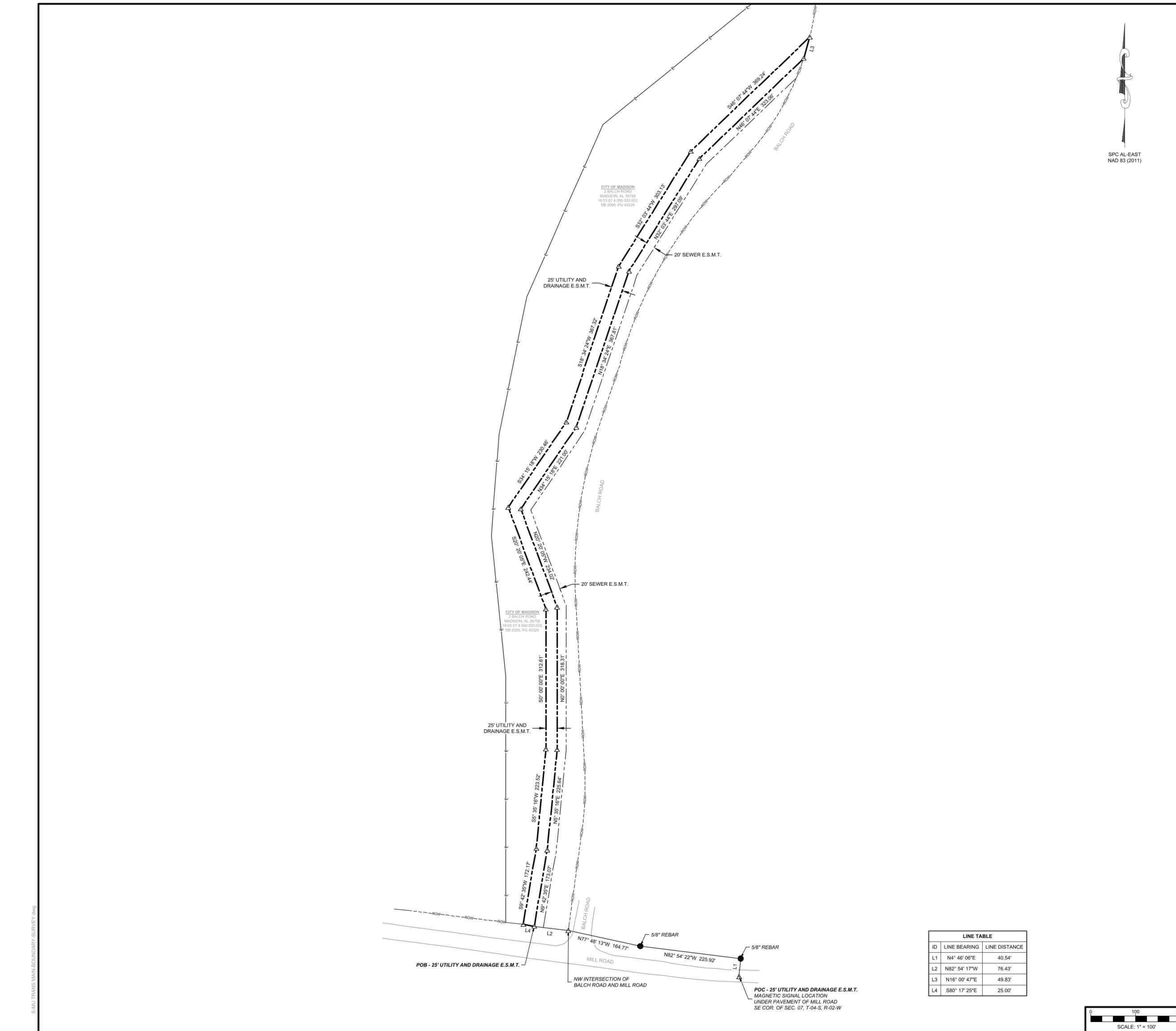
- SURVEYOR'S NOTES**
- EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
 - JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
 - EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
 - THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
 - HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORS NETWORK).
 - ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
 - DB: 2008, PG: 43320

STATE OF ALABAMA
COUNTY OF MADISON

I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GADSDEN, AL 35901, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

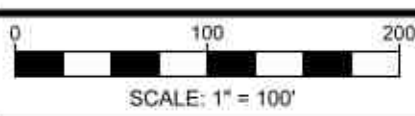
Allen R. McCreless
ALLEN R. MCCRELESS
AL. PLS NO. 30815

02/08/2023
DATE



LINE TABLE

ID	LINE BEARING	LINE DISTANCE
L1	N4° 46' 06" E	40.54'
L2	N82° 54' 17" W	76.43'
L3	N16° 00' 47" E	49.83'
L4	S80° 17' 25" E	25.00'



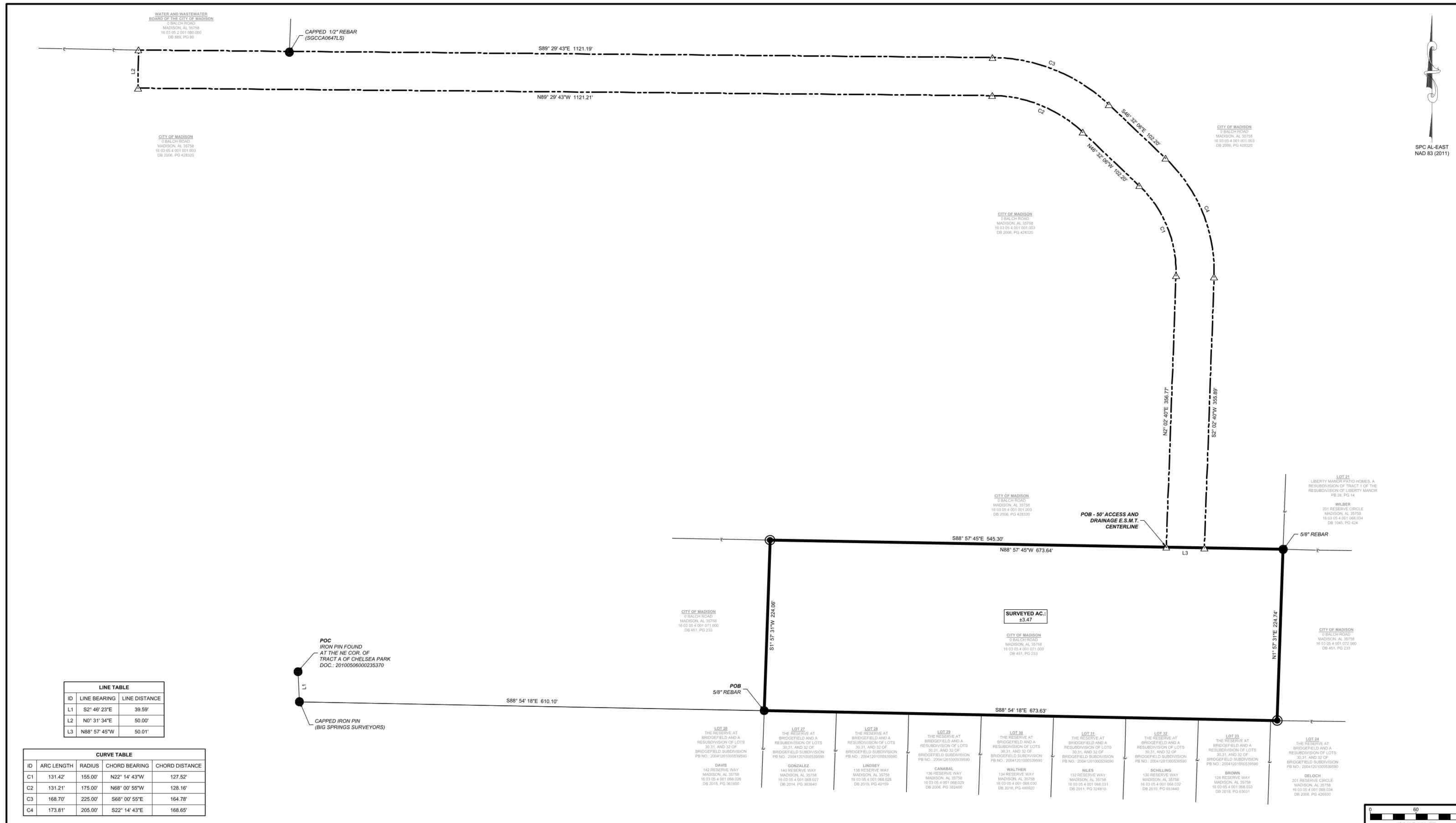


224 BROAD STREET
SUITE 201
GAUSDEN, AL 35901
PH: (256) 543-9431

BOUNDARY SURVEY
PREPARED FOR: MADISON UTILITIES
PROPERTY LYING IN THE SE 1/4 OF SEC. 05, T-04-S, R-02-W
HUNTSVILLE MERIDIAN, MADISON, ALABAMA



SCALE: AS SHOWN
DATE: FEBRUARY 2023
REVISED
02/08/2023 BOUNDARY
PROJECT NO: R040120579
SHEET No. 1 of 1



ID	LINE BEARING	LINE DISTANCE
L1	S2° 46' 23"E	39.59'
L2	N0° 31' 34"E	50.00'
L3	N88° 57' 45"W	50.01'

ID	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	131.42'	155.00'	N22° 14' 43"W	127.52'
C2	131.21'	175.00'	N68° 00' 55"W	128.16'
C3	168.70'	225.00'	S68° 00' 55"E	164.78'
C4	173.81'	205.00'	S22° 14' 43"E	168.65'

●	PROPERTY CORNER SET CAPPED 5/8" REBAR (CDG CA-0026-LS)	———	SURVEYED BOUNDARY LINE
●	PROPERTY CORNER FOUND	---	RIGHT-OF-WAY
■	CONCRETE MONUMENT FOUND	- - - - -	EASEMENT
△	CALCULATED POINT		
POB	POINT OF BEGINNING		
POC	POINT OF COMMENCEMENT		
E.S.M.T.	EASEMENT		

BOUNDARY (SURVEYED)
3.47 ACRES OF LAND LOCATED IN THE SE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE OFFICE OF MADISON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK, DOCUMENT NO. 20100506000235370, THENCE S 02° 46' 23" E FOR 39.59' TO AN IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION BEING DOCUMENT NO. 20041201000539590, THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED RESERVE AT BRIDGEFIELD S 88° 54' 18" E FOR 610.10' TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING, THENCE CONTINUE S 68° 54' 18" E ALONG THE RESERVE AT BRIDGEFIELD FOR 673.63' TO AN IRON PIN SET, THENCE N 01° 57' 31" W FOR 224.74' TO A 5/8" REBAR FOUND, THENCE N 88° 57' 45" W FOR 673.64' TO AN IRON PIN SET, THENCE S 01° 57' 31" W FOR 224.06' TO THE POINT OF BEGINNING.

50' UTILITY AND INGRESS AND EGRESS EASEMENT (SURVEYED)
A 50 FOOT WIDE UTILITY AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE OFFICE OF MADISON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE OFFICE OF MADISON COUNTY, THENCE S 02° 46' 23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88° 54' 18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01° 57' 31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88° 57' 45" E FOR 673.63' TO THE POINT OF BEGINNING OF SAID 50' EASEMENT, THENCE N 02° 02' 40" E FOR 556.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22° 14' 43" W FOR 127.52' TO A POINT, THENCE N 46° 32' 08" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68° 00' 55" W FOR 128.16' TO A POINT, THENCE N 89° 29' 43" W FOR 1121.21' TO A POINT, THENCE N 03° 51' 34" E FOR 50.00' TO A POINT, THENCE S 89° 29' 43" E FOR 1121.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68° 00' 55" E FOR 164.78' TO A POINT, THENCE S 46° 32' 08" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE S 22° 14' 43" E FOR 168.65' TO A POINT, THENCE S 02° 02' 40" W FOR 556.89' TO A POINT, THENCE N 88° 57' 45" W FOR 50.01' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
- THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
- HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORRS NETWORK).
- ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
 - DB- 451, PG. 233
 - DB- 2006, PG. 428320

LAND SURVEYOR'S CERTIFICATE

STATE OF ALABAMA
COUNTY OF MADISON

I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GAUSDEN, AL 35901, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

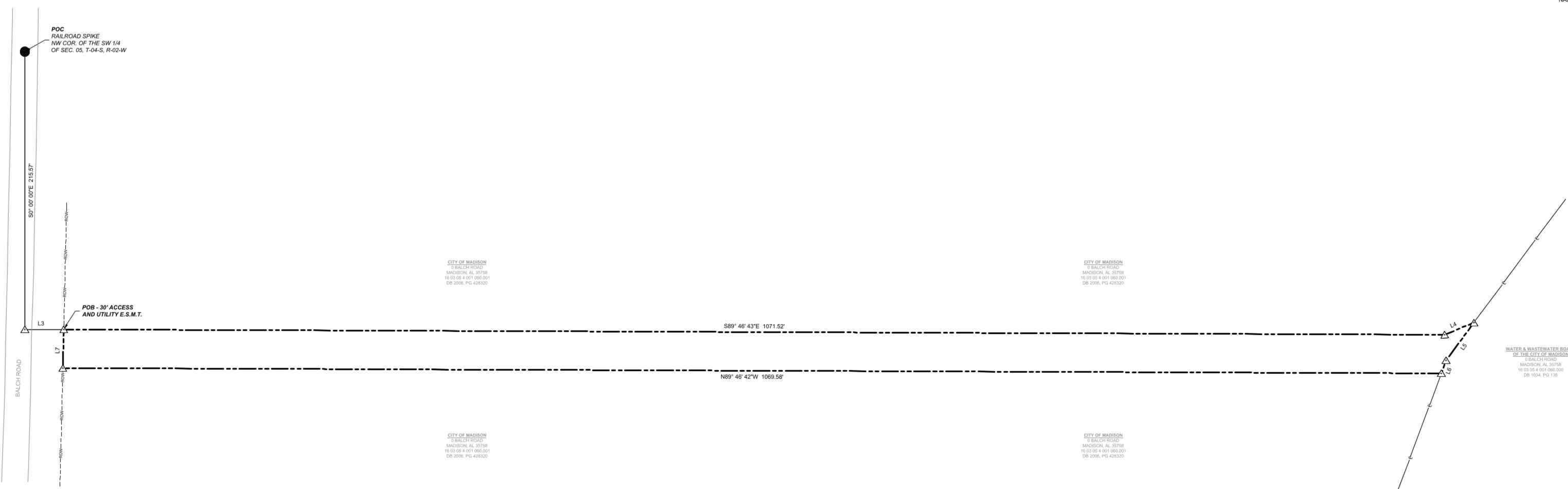
Allen R. McCreless
ALLEN R. MCCRELESS
AL. PLS NO. 30815

02/08/2023
DATE

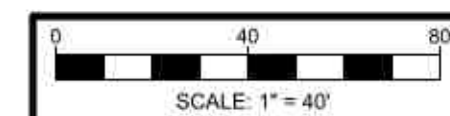
S:\AU TRANS MAIN BOUNDARY SURVEY.DWG



SPC AL-EAST
NAD 83 (2011)



LINE TABLE		
ID	LINE BEARING	LINE DISTANCE
L3	N90° 00' 00"E	30.28'
L4	N67° 30' 00"E	24.73'
L5	S36° 32' 40"W	36.55'
L6	S20° 18' 21"W	10.76'
L7	N1° 21' 38"E	30.00'



LEGEND	
	PROPERTY CORNER SET CAPPED 3/8" REBAR (CDG CA-0026-LS)
	PROPERTY CORNER FOUND
	CONCRETE MONUMENT FOUND
	CALCULATED POINT
	POB POINT OF BEGINNING
	POC POINT OF COMMENCEMENT
	E.S.M.T. EASEMENT
	SURVEYED BOUNDARY LINE
	RIGHT-OF-WAY
	EASEMENT

LEGAL DESCRIPTION

30' ACCESS AND UTILITY EASEMENT (SURVEYED)

THE HEREON IS A DESCRIPTION OF A 30' IN WIDTH PERMANENT ACCESS AND UTILITY EASEMENT BEING A PART OF DEED BOOK 2006 PAGE 428320 LYING IN THE SW 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE S 00° 00' 00" E FOR 215.57' TO A POINT; THENCE N 90° 00' 00" E FOR 30.28' TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF BALCH ROAD AND BEING THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING SAID RIGHT-OF-WAY S 89° 46' 43" E FOR 1071.52' TO A POINT; THENCE N 67° 30' 00" E FOR 24.73' TO A POINT; THENCE S 36° 32' 40" W FOR 36.55' TO A POINT; THENCE S 20° 18' 21" W FOR 10.76' TO A POINT; THENCE N 89° 46' 42" W FOR 1069.58' TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF BALCH ROAD; THENCE ALONG SAID RIGHT-OF-WAY N 01° 21' 38" E FOR 30.00' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
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- ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
 - DB: 2006, PG. 428320

LAND SURVEYOR'S CERTIFICATE

STATE OF ALABAMA
COUNTY OF MADISON

I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GADSDEN, AL 35901, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

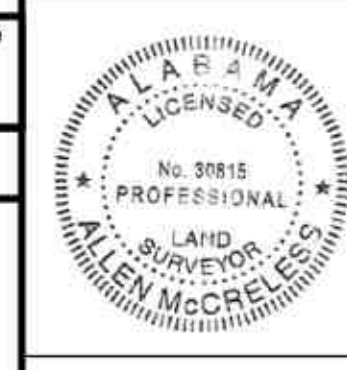
ALLEN R. MCCRELESS
AL. PLS NO. 30815

02/08/2023
DATE



224 BROAD STREET
SUITE 201
GADSDEN, AL 35901
PH: (256) 543-9431

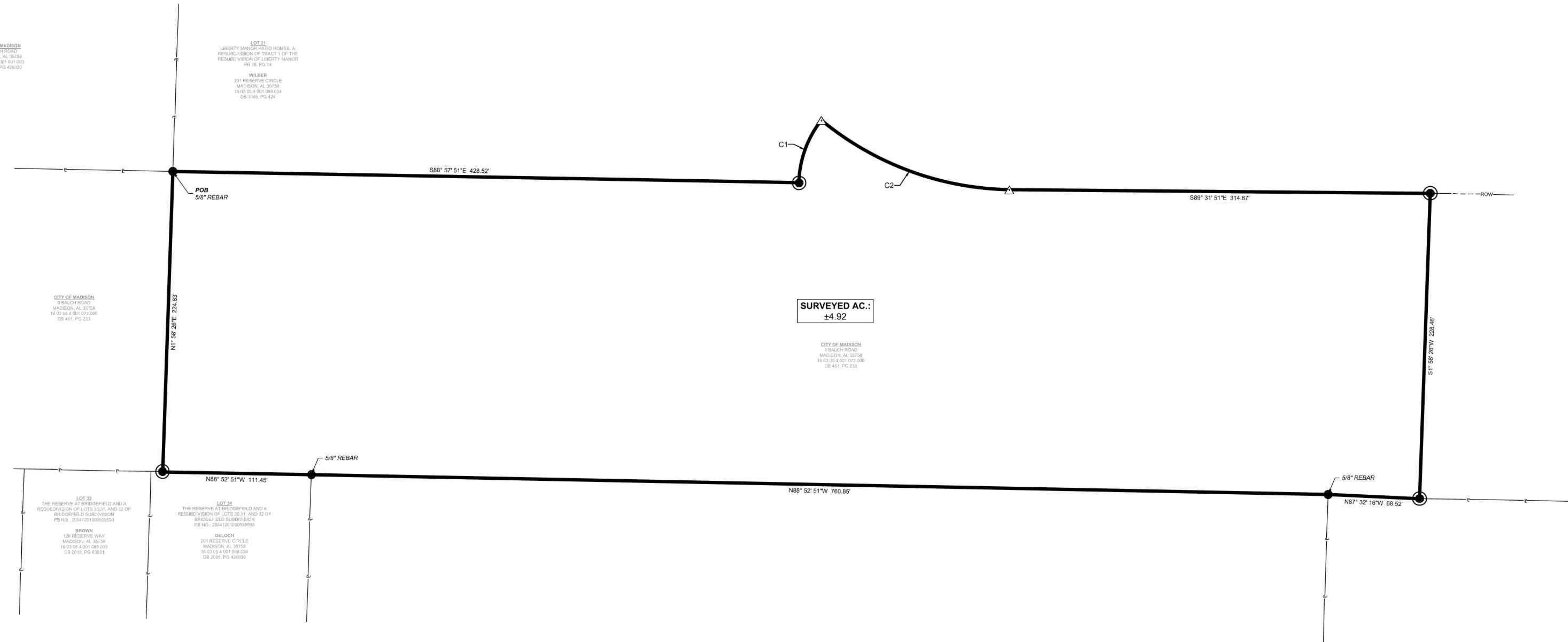
BOUNDARY SURVEY
PREPARED FOR: MADISON UTILITIES
PROPERTY LYING IN THE NE 1/4 OF THE SE 1/4 OF SEC. 05, T-04-S, R-02-W
HUNTSVILLE MERIDIAN, MADISON, ALABAMA



SCALE: AS SHOWN
DATE: FEBRUARY 2023
REVISED

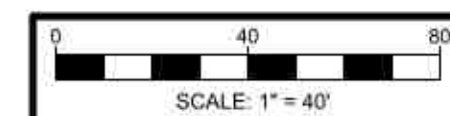
PROJECT NO: R040120579

SHEET NO. 1 of 1



SURVEYED AC.:
±4.92

CURVE TABLE				
ID	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	50.50'	78.40'	N19° 38' 58\"E	49.63'
C2	152.79'	226.57'	S69° 43' 44\"E	149.91'



LEGEND	LEGAL DESCRIPTION	SURVEYOR'S NOTES	LAND SURVEYOR'S CERTIFICATE
<ul style="list-style-type: none"> ● PROPERTY CORNER SET CAPPED 5/8\" REBAR (CDG CA-0026-LS) ● PROPERTY CORNER FOUND ■ CONCRETE MONUMENT FOUND △ CALCULATED POINT POB POINT OF BEGINNING POC POINT OF COMMENCEMENT E.S.M.T. EASEMENT 	<p>BOUNDARY (SURVEYED)</p> <p>4.92 ACRES LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8\" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR AS RECORDED IN PLAT BOOK 28 PAGE 16 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, THENCE S 88° 57' 51\" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 30° 54' 14\" A CHORD BEARING AND DISTANCE OF N 19° 38' 58\" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38° 38' 17\" A CHORD BEARING AND DISTANCE OF S 69° 43' 44\" E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89° 51' 11\" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01° 58' 26\" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 224.83' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87° 32' 16\" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8\" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, THENCE N 88° 52' 51\" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8\" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE CIRCLE, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88° 52' 51\" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01° 58' 26\" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.</p>	<ol style="list-style-type: none"> 1. EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON. 2. JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON. 3. EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON. 4. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. 5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. 6. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH. 7. HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORS NETWORK). 8. ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. 9. RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING: <ul style="list-style-type: none"> • DB: 451, PG: 233 • DB: 285, PG: 94 • DB: 2022, PG 7706 • PB: 28, PG: 16 	<p>STATE OF ALABAMA COUNTY OF MADISON</p> <p>I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GADSDEN, AL 35901, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.</p> <p><i>Allen R. McCreless</i> ALLEN R. MCCRELESS AL. PLS NO. 3815</p> <p>02/08/2023 DATE</p>

S:\AU TRANS MAIN-NEW BOUNDARY SURVEY.dwg

RESOLUTION NO. 2023-135-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH STRAND ASSOCIATES, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Strand Associates, Inc., engineering design services for Project No. 23-004 to include the Browns Ferry widening project from Holladay Boulevard to Oakland Church, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Strand Associates, 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 10th day of April 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of April 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 Strand Associates, Inc., located at 501 Corporate Centre Drive, Suite 580 Franklin, TN 37067, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought engineering design services for Project No. 23-004 to include the Browns Ferry widening project from Holladay Boulevard to Oakland Church; 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 SERVICES

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City, to wit: engineering design services for Project No. 23-004 to include the Browns Ferry widening project from Holladay Boulevard to Oakland Church, said review to be prepared according to the Consultant's proposal dated March 22, 2023 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons currently providing the same or similar services under the same or similar circumstances in the same locality.
- C. Consultant shall furnish 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 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 under this Agreement.
- 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. 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 **one hundred thirteen thousand eight hundred dollars (\$113,800.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly invoices outlining the services performed and the payment due from City, terms net thirty (30) days.
- B. 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. 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. The City's reuse of the deliverables for purposes unrelated to this Agreement shall be at the City's sole risk and without liability to Consultant.
- 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 performed shall be subject to the budgetary restrictions of

the City's duly-adopted budget for the then-current fiscal year.

- F. Unless terminated pursuant to Section 5, City's failure to pay Consultant after forty five (45) days after the date that the City receives a properly submitted invoice may, at Consultant's option, result in suspension of Services upon five (5) calendar days' notice to City. Consultant will have no liability to City, and City agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by City. Upon receipt of payment in full of all outstanding sums due from City, or curing of such other breach that caused Consultant to suspend Services, Consultant will resume Services, and the parties will agree to an equitable adjustment to the remaining project schedule and compensation.

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 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 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 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, with the exception of the workers' compensation policy, 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.

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. Consultant 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 or non-renewed 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 Services 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:

*James D. Hise, P.E.
501 Corporate Centre Drive, Suite 580
Franklin, TN 37067*

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 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 April, 2023.

Notary Public

**Strand Associates, 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 _____ of Strand Associates, 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 April, 2023.

Notary Public



Strand Associates, Inc.[®]
 501 Corporate Centre Drive, Suite 580
 Franklin, TN 37067
 (P) 615.800.5888
 www.strand.com

March 22, 2023

Ms. E. Michelle Dunson, P.E., CFM, Deputy City Engineer
 City of Madison
 100 Hughes Road
 Madison, AL 35758

Re: Engineering Services
 Huntsville Brownsferry Road Widening

Dear Michelle,

Thank you for contacting us regarding the opportunity to assist your office with this project. This Proposal presents Strand Associates, Inc.[®]'s (Consultant) anticipated **Scope of Services** and associated **Compensation** for providing engineering services to the City of Madison, Alabama, (City) for the Huntsville Brownsferry Road Widening project.

Project Understanding

The project consists of widening Huntsville Brownsferry Road from two lanes to three lanes from Holladay Boulevard to 240 linear feet east of Carolina Avenue. Total length of proposed widening is 1,300 linear feet. In addition, topographic and boundary survey and geotechnical analysis will be gathered for approximately 2,400 linear feet from Holladay Boulevard to Oakland Church.

Scope of Services

Proposed services can be described as follows.

1. Perform topographic survey in accordance with the Alabama Department of Transportation (ALDOT) survey and mapping specifications within the project limits, approximately 60 feet on each side of the centerline. Horizontal survey control will be based upon NAD83 (2011), US Survey Feet. Vertical control will be based upon NAVD88 (based upon the latest Geoid), US Survey Feet. Computed coordinates will be datum adjusted NAD83 (2011), Alabama State Plane Coordinates. Notify Alabama 811 Utility Protection Service and request physical location for all underground utilities within the project limits.
2. Conduct field and courthouse research of existing right-of-way (R/W) and adjacent property lines within the project limits.
3. Survey to the next pole or structure past every intersection or R/W line when surveying utilities (anticipating overhead electric, telephone, sanitary sewer, gas, water, fiber, and storm sewer).
4. Survey the existing drainage structure approximately 430 feet east of Holladay Boulevard, a minimum distance of 250 feet left and right of the centerline of Huntsville Brownsferry Road, along the creek centerline. Collect a minimum of one ground shot beyond the top of bank at each section.
5. Design the road modifications for a design speed of 55 miles per hour and maintain the existing profile for Huntsville Brownsferry Road.

JDH:df6R:\COO\Documents\Agreements\M\Madison, AL (NAS)\Huntsville Browns Ferry Rd Wdng.2023\Agr\P230.280.docx

Ms. E. Michelle Dunson, P.E., CFM, Deputy City Engineer
 City of Madison
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 March 22, 2023

6. Prepare a typical section consisting of three 12-foot-wide lanes and an open ditch drainage. Widening is anticipated to be primarily focused on one side, and full depth replacement of the existing pavement is not anticipated.
7. Gather geotechnical information for the pavement design and culvert extension located approximately 430 feet east of Holladay Boulevard, in accordance with the ALDOT State of Alabama Technical Manual, dated September 7, 2021.
8. Provide pavement design in accordance with the ALDOT Geotechnical Manual, dated September 7, 2021.
9. Design maintenance of traffic in accordance with ALDOT standards to maintain two lanes of traffic during construction.
10. Provide drawings in accordance with the ALDOT Roadway Plans Preparation Manual, December 2008 edition:
 - a. Title sheet
 - b. Index to sheets
 - c. Index to special and standard drawings
 - d. Plans legend sheet
 - e. Plans legend abbreviations sheet
 - f. Primary survey and geometric layout sheet
 - g. Typical sections
 - h. Project notes
 - i. Traffic control notes
 - j. Summary of quantities
 - k. Summary of quantities box sheet
 - l. Plan and profile (30-scale)
 - m. Paving and signing sheet (30-scale)
 - n. Utility plan and profile sheet (30-scale)
 - o. Temporary traffic control sheets
 - p. Cross sections (every 50 feet and at driveways and side streets within the project area).
 - q. Earthwork summary sheet
11. Submit documents for 30, 60, and 90 percent and final review. These reviews will consist of drawings and opinion of probable construction cost (OPCC). A portable document format (PDF) file of the drawing set will be sent to utility companies with utilities within the project area. Any opinions of probable cost prepared by Consultant are supplied for general guidance of City only. Consultant has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to City.
12. Attend up to two meetings with the City to discuss design review comments.
13. Provide final deliverable consisting of a stamped electronic PDF file of the set of drawings, a stamped engineer's OPCC, CAD design files in dwg format, and a Microsoft Excel document listing pay items and quantities. Technical specifications, including special provisions and front end Contract Documents, shall be provided by City. City acknowledges that documents are not intended or represented to be suitable for use on the project unless completed by Consultant, or for use or reuse by City or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use or

Ms. E. Michelle Dunson, P.E., CFM, Deputy City Engineer
 City of Madison
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 March 22, 2023

reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant.

14. Prepare clarifications to contractor questions during bidding. Construction-related services will be performed if requested under a separate agreement.

If-Authorized Services

If authorized in writing by City or City's Representative, Consultant will provide the following services.

1. Prepare drawings to extend the existing culvert located approximately 430 feet east of Holladay Boulevard, and incorporate five-foot sidewalks on the north and south sides of Huntsville Brownsferry Road from Oakland Church to Holladay Boulevard. Anticipated additional sheets not included in Item 10 above include the following:
 - a. Culvert extension plan and profile
 - b. Culvert detail sheet
 - c. Culvert steel detail sheet
2. Provide drawings in accordance with the criteria identified in the above design services for widening Huntsville Brownsferry Road from two lanes to three lanes from Carolina Avenue to Oakland Church. Total length of proposed widening is 1,100 linear feet. Decision to incorporate this additional project length will be made by CITY prior to receipt of the 30% plan submittal review comments.
3. Provide subsurface utility investigations for up to five vacuum holes with depths not to exceed 7 feet below present grade. Approximate locations to be determined by CITY.

Compensation

City shall compensate Consultant for Services on an hourly rate basis plus expenses an estimated fee not to exceed \$97,300.

City shall compensate Consultant for **If-Authorized Services** on an hourly rate basis plus expenses an estimated fee not to exceed \$16,500.

Schedule

Services will begin upon receipt of an executed agreement, which is anticipated the week of May 1, 2023. Services are scheduled for completion on November 30, 2023.

City's Responsibilities

1. Furnish traffic data for pavement design for Huntsville Brownsferry Road.
2. Furnish design criteria for Huntsville Brownsferry Road.
3. Furnish hydraulic data for existing culvert to be extended.

Ms. E. Michelle Dunson, P.E., CFM, Deputy City Engineer
City of Madison
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March 22, 2023

4. Furnish computer-aided design and drafting files for adjacent developments along the project limits.
5. Guarantee access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform Services under this Proposal.
6. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by Consultant and render, in writing, decisions pertaining thereto within a reasonable time as to not to delay Consultant's performance.
7. Provide the front end documents that require the contractor to name Consultant as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify Consultant to the same extent that the contractor insures and indemnifies City.

Thank you for the opportunity to provide our services for this project. If you have any comments or questions, please call me at your convenience at 614-835-0460 extension 5018.

Sincerely,

STRAND ASSOCIATES, INC.®



James D. Hise, P.E.

ORDINANCE NO. 2023-118

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 3 PARK PRESERVE 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 Tennessee Valley Communities, LLC, requesting the vacation of utility and drainage easement located within Common Area 1C and Lot 1 of the Final Plat of 3 Park Preserve Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

PART OF AN EASEMENT LOCATED ON COMMON AREA 1C OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 130 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE SOUTH 31 DEGREES 11 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 37.24 FEET TO A POINT; THENCE SOUTH 31 DEGREES 20 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 39.26 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 11 DEGREES 32 MINUTES 13 SECONDS, HAVING A RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF SOUTH 52 DEGREES 44 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 5.03 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.88 FEET TO A POINT; THENCE ALONG A CURVE TO A RIGHT, HAVING A DELTA ANGLE OF 27 DEGREES 38 MINUTES 08 SECONDS, HAVING A RADIUS OF 21.48 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 32 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 10.26 FEET TO A POINT; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING;

CONTAINING 102 SQUARE FEET MORE OR LESS.

AND

PART OF AN EASEMENT LOCATED ON LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE

OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE 6.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 10.83 FEET TO A POINT; THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, HAVING A RADIUS OF 10.00 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 5.18 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 58 DEGREES 30 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 137 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 easements in favor of **Tennessee Valley Communities, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of April 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of April 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	§	QUITCLAIM DEED
	§	(VACATION OF EASEMENT)
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 utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Tennessee Valley Communities, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF MADISON

PART OF AN EASEMENT LOCATED ON COMMON AREA 1C OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 130 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE SOUTH 31 DEGREES 11 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 37.24 FEET TO A POINT; THENCE SOUTH 31 DEGREES 20 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 39.26 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 11 DEGREES 32 MINUTES 13 SECONDS, HAVING A RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF SOUTH 52 DEGREES 44 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 5.03 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 5.00 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.88 FEET TO A POINT; THENCE ALONG A CURVE TO A RIGHT, HAVING A DELTA ANGLE OF 27 DEGREES 38 MINUTES 08 SECONDS, HAVING A RADIUS OF 21.48 FEET, HAVING A CHORD BEARING OF NORTH 45 DEGREES 32 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 10.26 FEET TO A POINT; THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 9.08 FEET TO THE POINT OF BEGINNING;

CONTAINING 102 SQUARE FEET MORE OR LESS.

AND

PART OF AN EASEMENT LOCATED ON LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGE 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA LOCATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*Quitclaim Deed
 3 Park Preserve, U&D VOE
 Page 1 of 2*

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF THE FINAL PLAT OF 3 PARK PRESERVE AS RECORDED IN PLAT BOOK J PAGES 476-477 IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA, THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 105.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE 6.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 31 DEGREES 29 MINUTES 45 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT; THENCE, SOUTH 58 DEGREES 30 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 10.83 FEET TO A POINT; THENCE ALONG A CURVE TO A LEFT, HAVING A DELTA ANGLE OF 30 DEGREES 00 MINUTES 00 SECONDS, HAVING A RADIUS OF 10.00 FEET, HAVING A CHORD BEARING OF SOUTH 46 DEGREES 29 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 5.18 FEET TO A POINT; THENCE, SOUTH 31 DEGREES 29 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 58 DEGREES 30 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 9.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 137 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 April 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 §

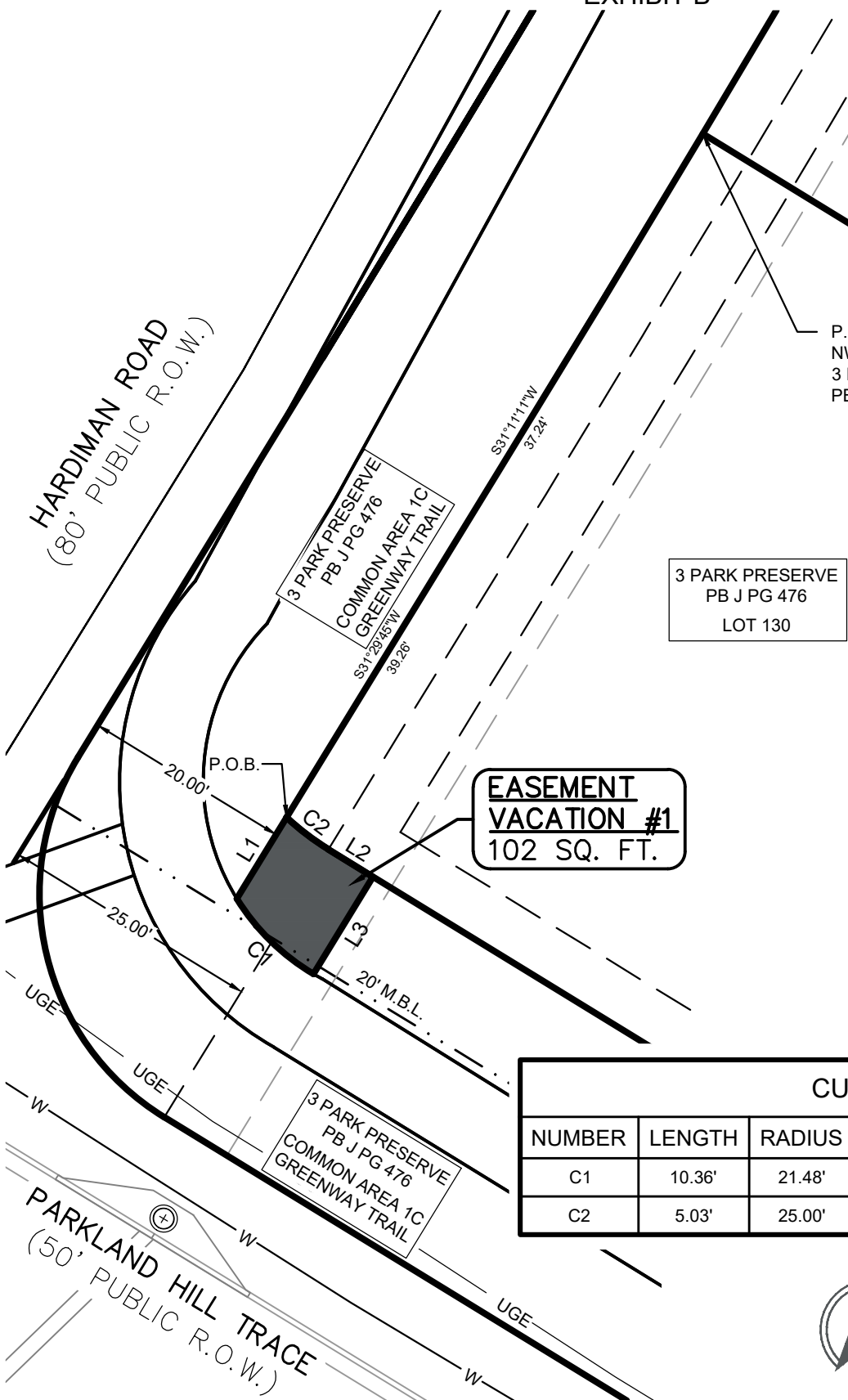
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who 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 April 2023.

Notary Public

Quitclaim Deed
3 Park Preserve Subdivision, U&D VOE
Page 2 of 2

EXHIBIT B



3 PARK PRESERVE
PB J PG 476
LOT 129

P.O.C.
NW CORNER OF LOT 130 OF
3 PARK PRESERVE
PB J PG 476-477

3 PARK PRESERVE
PB J PG 476
LOT 130

**EASEMENT
VACATION #1**
102 SQ. FT.

LINE TABLE		
NUMBER	LENGTH	DIRECTION
L1	9.08'	N 31°29'45" E
L2	5.00'	S 58°30'15" E
L3	10.88'	S 31°29'45" W

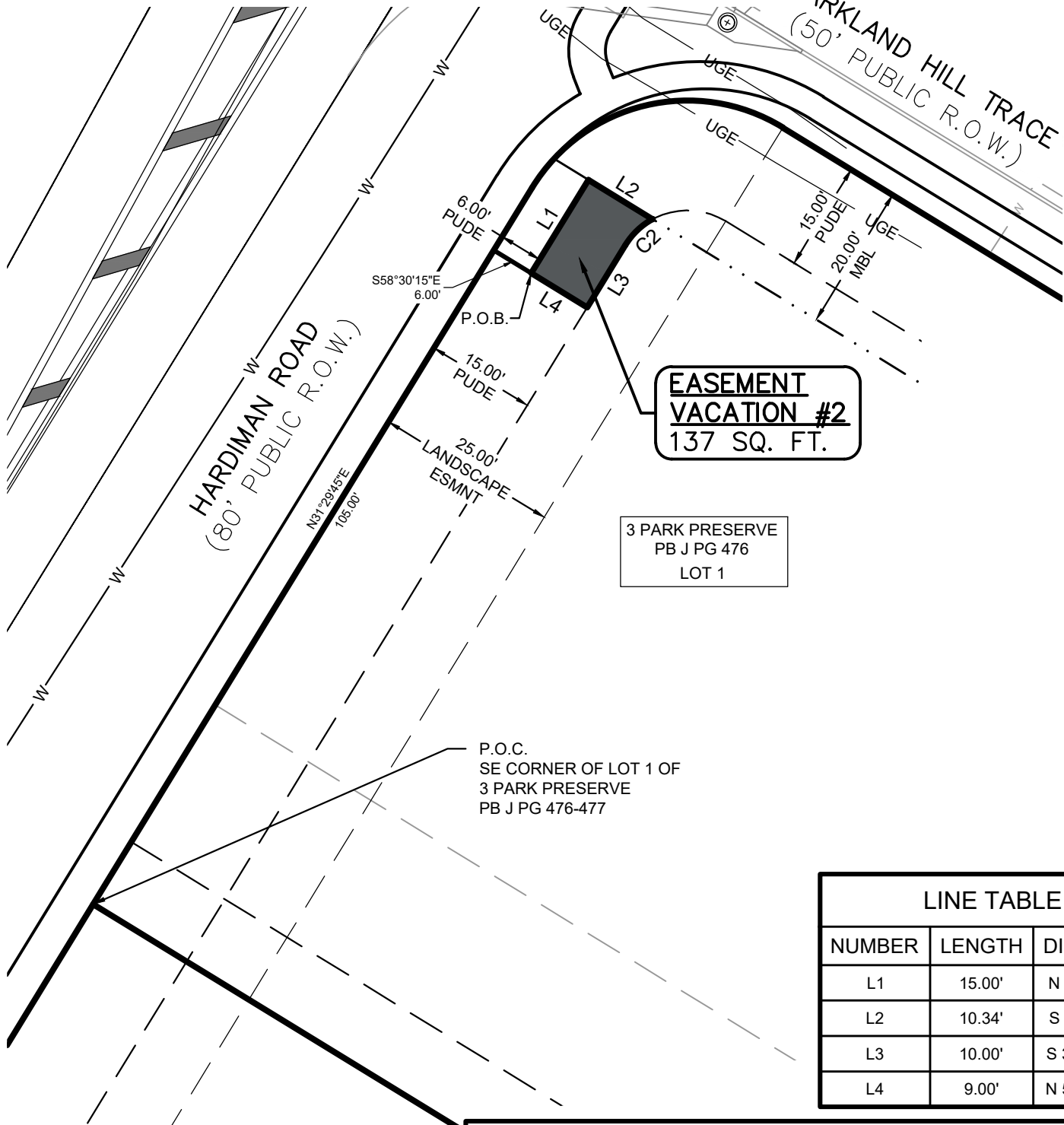
CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	10.36'	21.48'	27°38'08"	10.26'	N 45°32'02" W
C2	5.03'	25.00'	11°32'13"	5.03'	S 52°44'08" E



DRAWN BY: ANB/JCB
FIELD CREW: ZJ
FIELD DATE: 02/24/23
OFFICE DATE: 03/07/23
CHECKED BY: ASM
SHEET: 2 OF 3
JOB NO: 18-103

EASEMENT VACATION #1 EXHIBIT
3 PARK PRESERVE PB J PG 476
COMMON AREA 1C/GREENWAY TRAIL
CITY OF MADISON, ALABAMA
SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST

EXHIBIT C



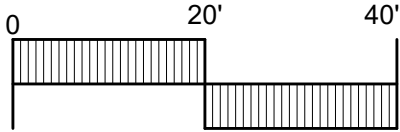
EASEMENT VACATION #2
137 SQ. FT.

3 PARK PRESERVE
PB J PG 476
LOT 1

P.O.C.
SE CORNER OF LOT 1 OF
3 PARK PRESERVE
PB J PG 476-477

LINE TABLE		
NUMBER	LENGTH	DIRECTION
L1	15.00'	N 31°29'45" E
L2	10.34'	S 58°30'15" E
L3	10.00'	S 31°29'45" W
L4	9.00'	N 58°30'15" W

CURVE TABLE					
NUMBER	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C2	5.24'	10.00'	30°00'00"	5.18'	S 46°29'45" W



DRAWN BY: ANB/JCB	EASEMENT VACATION #2 EXHIBIT
FIELD CREW: ZJ	3 PARK PRESERVE PB J PG 476
FIELD DATE: 02/24/23	
OFFICE DATE: 03/07/23	LOT 1
CHECKED BY: ASM	CITY OF MADISON, ALABAMA
SHEET: 3 OF 3	SECTION 13, TOWNSHIP 4 SOUTH, RANGE 3 WEST
JOB NO: 18-103	



ORDINANCE NO. 2023-123

**AN ORDINANCE DECLARING PROPERTY LOCATED SOUTH OF POWELL ROAD
SURPLUS AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO
HERITAGE HILLS OWNERS ASSOCIATION, INC.**

WHEREAS, on March 16, 2022, the City of Madison adopted a Memorandum of Agreement with Heritage Hills Owners Association, Inc. (herein "the HOA") whereby the City agreed to accept a donation of 3.62 +/- acres of Property located south of Powell Road for the establishment of a greenway near the HOA (herein "the Property"); and

WHEREAS, on March 18, 2022, said Property was conveyed to the City; and

WHEREAS, the March 18, 2022 conveyance of Property included Common Area 1A and Common Area 1B, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County and more specifically described by the attached Deed and EXHIBIT A: Legal Description; and

WHEREAS, the City has determined that Common Area 1A and Common Area 1B of the Property were erroneously conveyed to the City of Madison; and

WHEREAS, the City seeks to correct the scrivener's' error by conveying Common Area 1A ad Common Area 1B of the Property to the HOA; and

WHEREAS, the exchange of the Property serves a public purpose;

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

SECTION 1. That it is hereby established and declared that the real Property, which is described below and more specifically described within the attached Deed and Exhibit A, is no longer needed for public or municipal purposes and is hereby declared surplus:

Common Area 1A and Common Area 1B according to the Final Plat for Heritage Hills-Phase I, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County, Alabama.

SECTION 2. That the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Madison, Alabama, all documents necessary to effectuate such conveyance.

READ, PASSED, AND ADOPTED this 10th day of April, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENT: That the undersigned, **CITY OF MADISON, a municipal corporation in the State of Alabama** (“Grantor”) whose address is 100 Hughes Road, Madison, Alabama 35758, as Grantor to **HERITAGE HILLS OWNERS ASSOCIATION, INC., an Alabama non-profit corporation** (“Grantee”), the receipt of which is hereby acknowledged, the undersigned Grantor does hereby give, grant, bargain, sell and convey unto the said Grantee, the following described real estate, lying and being in the County of Limestone, State of Alabama, to-wit:

That certain real property being LOT 1A, containing a detention pond, and LOT 1B, including a sign, more particularly described as **Exhibit “A”** attached hereto.

TO HAVE AND TO HOLD THE above-described real estate, together with all and singular the rights, tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining, unto the said **GRANTEE** and unto his heirs and assigns forever. Said property being subject, however to ad valorem taxes due October 1, 2023; and further excepting any restrictions and easements pertaining to the above-described property of record in the Probate Office of Limestone County, Alabama.

This deed is executed without warranty or representation of any kind, express or implied, except that there are no liens or encumbrances outstanding against the property hereby conveyed which were created or suffered by the undersigned Grantor.

IN WITNESS WHEREOF, GRANTOR, has caused this instrument to be executed by **Paul Finley**, as Mayor of the City of Madison, Alabama on this the 10th day of April, 2023.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

THE CITY OF MADISON, an Alabama
municipal corporation

ATTEST:

Lisa Thomas, City Clerk-Treasurer

By: _____
Paul Finley, Mayor

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

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

Given under my hand and seal this the _____ of April 2023.

Notary Public
My Commission Expires: _____

This instrument prepared by:

Brian Kilgore
City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758
256-774-4404

Common Area I B according to the Final Plat for Heritage Hills - Phase I, as recorded in Plat Book J, Page 417, in the Office of the Judge of Probate of Limestone County, Alabama.

Being also described as:

TRACT A
STATE OF ALABAMA:
LIMESTONE COUNTY:

A PART OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 SOUTH, RANGE 4 EAST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11. THEN SOUTH 89 DEGREES 18 MINUTES 05 SECONDS WEST, 877.06 FEET TO THE POINT OF BEGINNING.

THEN FROM THE POINT OF BEGINNING SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST A DISTANCE OF 4.99 FEET TO A POINT;

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 90 DEGREES 01 MINUTES 23 SECONDS, A DISTANCE OF 39.28 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 43 DEGREES 47 MINUTES 15 SECONDS EAST, 35.36 FEET) TO A POINT;

THEN SOUTH 00 DEGREES 54 MINUTES 57 SECONDS WEST A DISTANCE OF 74.43 FEET TO A POINT;

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 26.60 FEET AND A DELTA ANGLE OF 77 DEGREES 17 MINUTES 21 SECONDS, A DISTANCE OF 35.89 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 39 DEGREES 33 MINUTES 38 SECONDS WEST, 33.23 FEET) TO A POINT;

THEN SOUTH 83 DEGREES 47 MINUTES 05 SECONDS WEST A DISTANCE OF 6.75 FEET TO A POINT;

THENCE WITH A CURVE A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 270.00 FEET AND A DELTA ANGLE OF 08 DEGREES 41 MINUTES 19 SECONDS, A DISTANCE OF 40.94 FEET (A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 07 MINUTES 13 SECONDS WEST, 40.91 FEET) TO A POINT;

THEN NORTH 01 DEGREES 13 MINUTES 26 SECONDS EAST A DISTANCE OF 85.58 FEET TO A POINT;

TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES MORE OR LESS.

GRANTOR:

THE CITY OF MADISON, an Alabama municipal corporation

ATTEST:

Lisa Thomas, City Clerk-Treasurer

By: _____
Paul Finley, Mayor

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

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

Given under my hand and seal this the ____ of April 2023.

Notary Public
My Commission Expires: _____

This instrument prepared by:

Brian Kilgore
City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758
256-774-4404

ORDINANCE NO. 2023-137

AN ORDINANCE FOR THE VACATION OF AN OPEN EASEMENT LOCATED WITHIN LOTS 1-26 OF 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 an open easement located within Lots 1-26 in Arcadia at Arlington Park Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF ACADIA AT ARLINGTON PARK AS RECORDED IN PLAT BOOK 2023, PAGES 3-4 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ROYAL DRIVE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT-OF-WAY RUN SOUTH 45 DEGREES 09 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 79.24 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 01 DEGREE 13 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 969.98 FEET TO A POINT;

THENCE RUN SOUTH 38 DEGREES 27 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 8.26 FEET TO A POINT;

THENCE RUN NORTH 01 DEGREE 13 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 971.37 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY FOR ROYAL DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 45 DEGREES 09 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 7.21 FEET AND BACK TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 0.11 ACRES +/-.

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 open easement easements 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 April 2023.

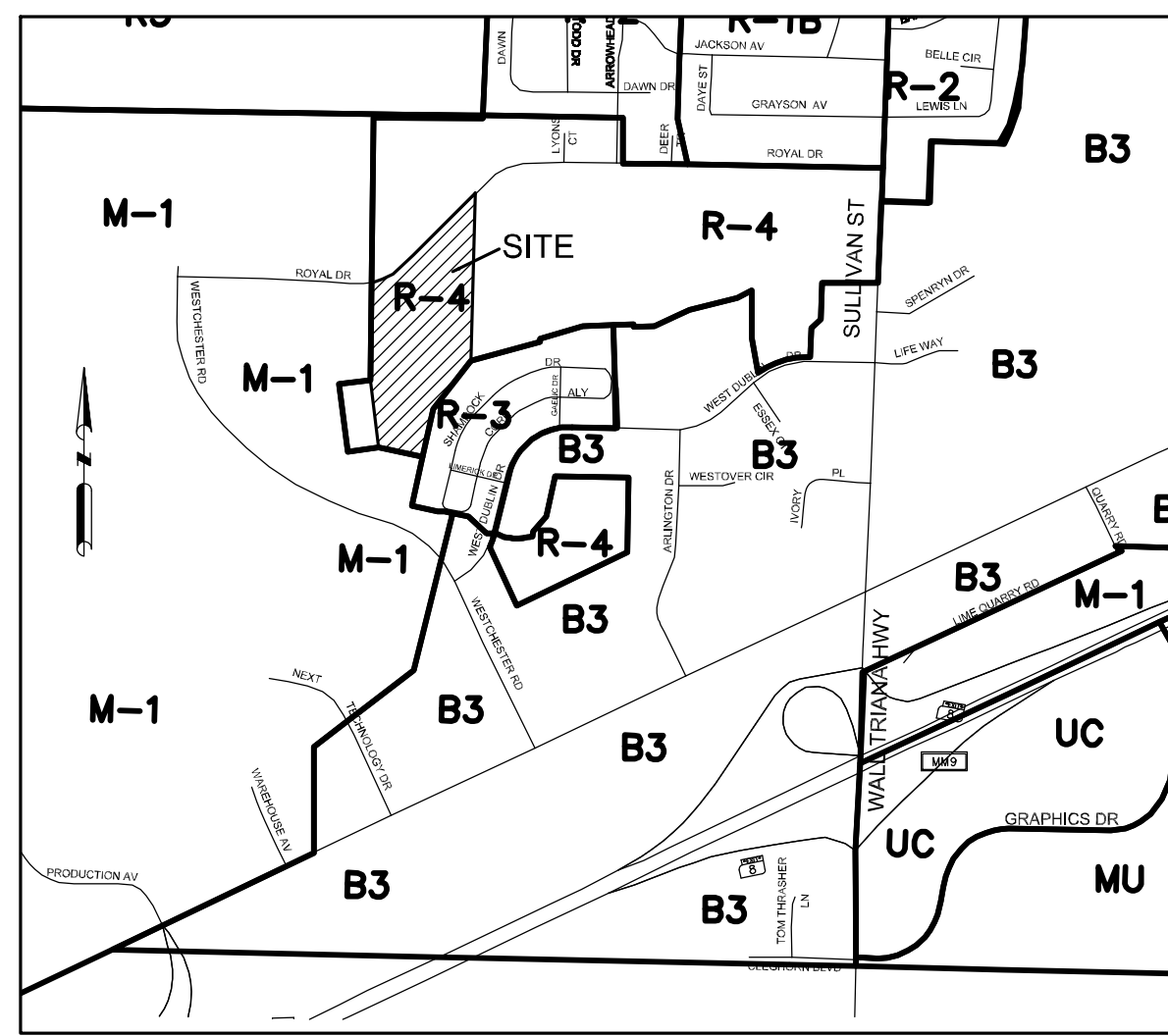
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama



SITE VICINITY MAP
1"=1200'

LEGEND

- SET IRON PIN
- FOUND PIN
- x — EXISTING FENCE

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-WIGINTON 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 1,966 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 3.69 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 DRAINAGEWAYS 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 RAMPS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) SPECIFICATIONS WITH DETECTABLE WARNING PAVEMENT INLAYS
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 ADA 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 SECLUDED 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.

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 OF ARLINGTON PARK AS RECORDED IN PLAT BOOK 23 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.

FLOOD PLAIN:

I HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONES AE, X, AND THE REGULATORY FLOODWAY AS SHOWN ON THE FEDERAL INSURANCE MAP (F.I.R.M.), COMMUNITY PANEL NUMBER 01089C0292E, DATED 10/02/2014.

I HEREBY CERTIFY THAT PORTIONS OF THE PROPERTY AS SHOWN WERE REMOVED FROM FLOOD ZONE AE PER LOMR CASE NO. 98-04-1478A.

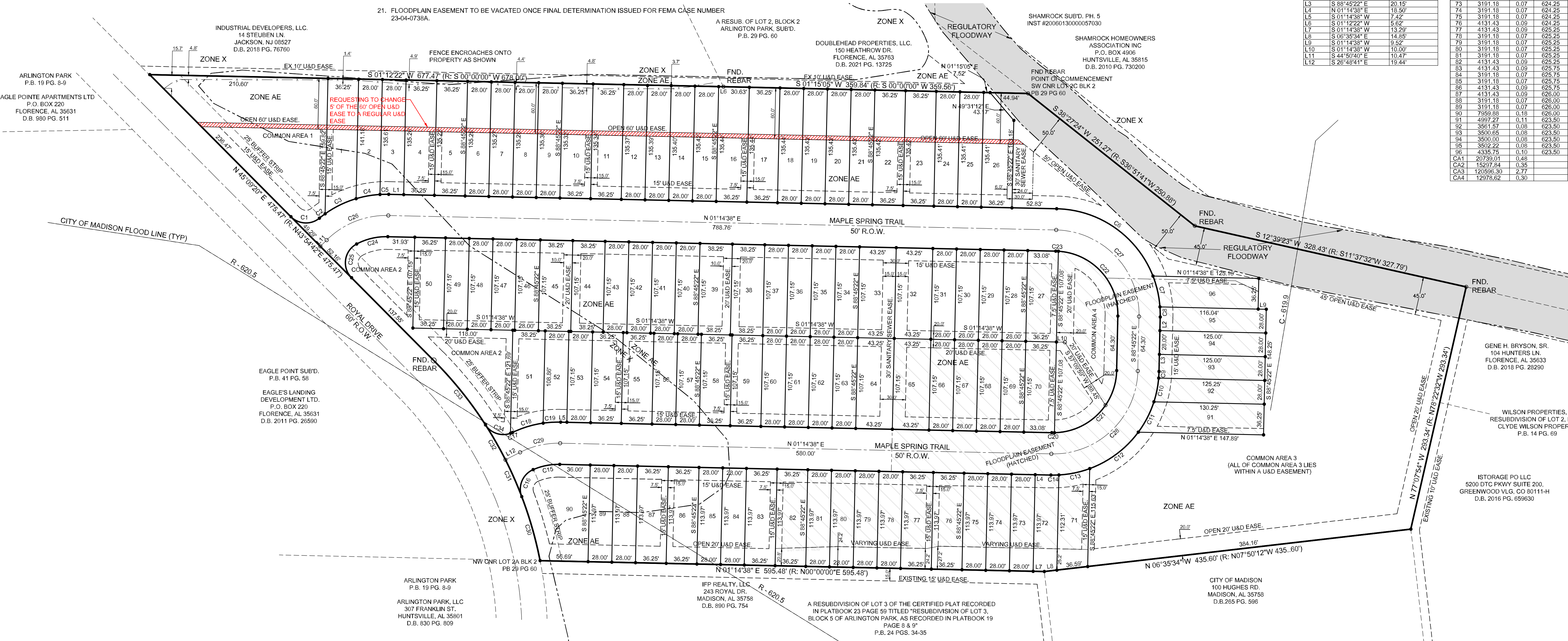
SURVEYOR OF RECORD DATE



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00	36.74	33.52	S 02°48'39" W	84°11'39"
C2	125.00	8.53	8.52	N 37°19'57" W	3°54'28"
C3	125.00	40.95	40.77	N 25°59'34" W	18°46'18"
C4	125.00	26.62	26.55	N 10°10'26" W	13°03'59"
C5	125.00	10.33	10.33	N 01°07'24" W	4°44'04"
C6	125.00	149.98	138.65	S 34°58'41" W	67°22'07"
C7	125.00	37.51	37.27	S 77°12'30" W	17°11'29"
C8	125.00	11.87	11.86	N 88°31'26" E	5°26'23"
C9	125.00	7.86	7.85	S 86°57'21" E	3°36'02"
C10	125.00	28.51	28.44	S 76°37'22" E	13°03'55"
C11	125.00	40.49	40.31	S 62°48'36" E	18°33'34"
C12	125.00	72.66	71.64	S 36°52'40" E	33°18'18"
C13	125.00	37.33	37.19	S 11°40'12" E	17°06'38"
C14	125.00	9.51	9.51	S 09°56'06" E	4°21'31"
C15	75.00	32.26	32.01	S 11°04'36" E	24°38'29"
C16	25.00	38.18	34.58	S 67°03'00" E	37°30'15"
C17	25.00	2.46	2.46	N 22°50'46" W	5°35'46"
C18	125.00	38.04	37.90	N 16°57'02" W	17°26'16"
C19	125.00	20.67	20.65	S 03°23'36" E	9°29'31"
C20	75.00	3.17	3.17	N 00°01'55" E	2°25'56"
C21	75.00	114.64	103.80	S 44°58'05" E	87°34'34"
C22	75.00	114.66	103.85	S 03°23'36" E	87°27'03"
C23	75.00	3.17	3.17	S 02°27'17" W	2°25'18"
C24	75.00	38.22	37.81	S 13°21'16" E	29°11'48"
C25	25.00	45.20	39.29	S 79°44'33" E	103°34'48"
C26	100.00	80.44	78.29	N 21°48'01" W	46°05'16"
C27	100.00	157.08	141.42	N 46°14'38" E	90°00'00"
C28	100.00	157.08	141.42	S 43°45'22" E	90°00'00"
C29	100.00	45.97	45.89	S 12°47'01" E	28°03'19"
C30	461.56	78.53	78.53	N 73°58'39" E	9°45'37"
C31	461.56	47.60	47.58	N 66°05'35" E	5°54'32"
C32	461.56	47.40	47.47	N 01°14'38" E	6°53'41"
C33	461.56	97.78	97.60	N 51°13'29" E	12°08'18"
C34	25.00	33.74	31.24	S 19°37'56" W	77°19'24"
C35	75.00	70.05	67.32	S 27°59'58" W	53°30'40"
C36	125.00	72.66	71.64	N 36°52'40" W	33°18'18"

LINE	BEARING	DISTANCE
LT	S 01°14'38" W	17.58
L1	N 88°45'22" W	16.19
L2	S 88°45'22" E	20.15
L3	N 01°14'38" E	16.50
L4	S 01°14'38" W	7.42
L5	S 01°12'22" W	5.62
L6	S 01°14'38" W	13.29
L7	S 09°39'34" E	14.85
L8	S 01°14'38" W	9.52
L9	S 01°14'38" W	10.00
L10	S 44°58'05" E	10.47
L11	S 28°48'41" E	19.44
L12	S 28°48'41" E	19.44

LOT	SQ. FEET	ACRES	MIN. FEE
1	5410.00	0.12	626.00
2	3859.44	0.09	626.00
3	3786.78	0.09	626.00
4	4981.40	0.11	626.00
5	4902.26	0.11	626.00
6	3787.16	0.09	626.00
7	3787.68	0.09	626.00
8	3788.20	0.09	626.00
9	3788.71	0.09	626.00
10	4981.40	0.11	626.00
11	4906.66	0.11	625.25
12	3790.58	0.09	625.25
13	4981.40	0.11	626.00
14	3791.59	0.09	625.25
15	3792.11	0.09	625.25
16	4981.40	0.11	626.00
17	4909.66	0.11	624.25
18	3792.17	0.09	624.25
19	3791.67	0.09	624.25
20	3791.97	0.09	624.25
21	3791.87	0.09	624.25
22	4908.66	0.11	624.25
23	4908.79	0.11	623.25
24	3791.50	0.09	623.25
25	3791.40	0.09	623.25
26	4602.09	0.11	623.25
27	3884.12	0.09	624.25
28	3000.20	0.07	624.25
29	3000.20	0.07	624.25
30	3000.20	0.07	624.25
31	3000.20	0.07	624.25
32	4634.24	0.11	624.25
33	4634.24	0.11	624.25
34	3000.20	0.07	624.25
35	3000.20	0.07	624.25
36	3000.20	0.07	624.25
37	3000.20	0.07	624.25
38	4098.50	0.09	625.25
39	4098.50	0.09	625.25
40	3000.20	0.07	625.25
41	3000.20	0.07	625.25
42	3000.20	0.07	625.25
43	3000.20	0.07	625.25
44	4981.40	0.11	625.25
45	4098.50	0.09	626.00
46	3000.20	0.07	626.00
47	3000.20	0.07	626.00
48	3000.20	0.07	626.00
49	3000.20	0.07	626.00
50	3884.19	0.09	626.00
51	4367.97	0.10	626.00
52	3011.87	0.07	626.00
53	3000.20	0.07	626.00
54	3884.19	0.09	626.00
55	3884.19	0.09	626.00
56	3000.20	0.07	626.00
57	3000.20	0.07	626.00
58	3884.19	0.09	626.00
59	3884.19	0.09	625.50
60	3000.20	0.07	625.50
61	3000.20	0.07	625.50
62	3000.20	0.07	625.50
63	3000.20	0.07	625.50
64	4634.24	0.11	625.50
65	4634.24	0.11	625.25
66	3000.20	0.07	625.25
67	3000.20	0.07	625.25
68	3000.20	0.07	625.25
69	3000.20	0.07	625.25
70	3884.12	0.09	625.25
71	4098.50	0.09	624.25
72	3177.42	0.07	624.25
73	3191.18	0.07	624.25
74	3191.18	0.07	624.25
75	3191.18	0.07	624.25
76	4131.43	0.09	624.25
77	4131.43	0.09	624.25
78	3191.18	0.07	624.25
79	3191.18	0.07	624.25
80	3191.18	0.07	624.25
81	3191.18	0.07	624.25
82	4131.43	0.09	624.25
83	4131.43	0.09	625.75
84	3191.18	0.07	625.75
85	3191.18	0.07	625.75
86	4131.43	0.09	625.75
87	4131.43	0.09	626.00
88	3191.18	0.07	626.00
89	3191.18	0.07	626.00
90	7859.88	0.18	626.00
91	4997.27	0.11	623.50
92	3561.57	0.08	623.50
93	3500.65	0.08	623.50
94	3500.00	0.08	623.50
95	3502.22	0.08	623.50
96	4335.75	0.10	623.50
CA1	207.991	0.48	
CA2	152.974	0.35	
CA3	1209.963	2.77	
CA4	12978.62	0.30	



REVISIONS

MOORELL ENGINEERING

FINAL PLAT of ACADIA AT ARLINGTON PARK

CLIENT: DOUBLEHEAD PROPERTIES, LLC 100 PINBROOK DRIVE FLORENCE, ALABAMA

MOORELL PROJECT NUMBER: 7-10-138
DATE: 10/18/2022
CHECKED BY: WTM

SHEET NUMBER 1

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the open 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 open easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF MADISON

COMMENCING AT THE NORTHEAST CORNER OF COMMON AREA 1 OF THE FINAL PLAT OF ACADIA AT ARLINGTON PARK AS RECORDED IN PLAT BOOK 2023, PAGES 3-4 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF ROYAL DRIVE, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT:

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID RIGHT-OF-WAY RUN SOUTH 45 DEGREES 09 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 79.24 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 01 DEGREE 13 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 969.98 FEET TO A POINT;

THENCE RUN SOUTH 38 DEGREES 27 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 8.26 FEET TO A POINT;

THENCE RUN NORTH 01 DEGREE 13 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 971.37 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY FOR ROYAL DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 45 DEGREES 09 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 7.21 FEET AND BACK TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 0.11 ACRES +/-.

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 April, 2023.

City of Madison, Alabama,
 a municipal corporation

Attest:

*Quitclaim Deed
 Acadia at Arlington, U&D VOE
 Page 1 of 2*

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 March 2023.

Notary Public

ORDINANCE NO. 2023-138

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN THE HEIGHTS AT TOWN MADISON 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 Old Town Investments, LLC, requesting the vacation of utility and drainage easement located within Lots 1-25 of The Heights at Town Madison, Phase 5 and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF LOTS 1-17 OF THE HEIGHTS AT TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, PHASE 1A, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, A RESUBDIVISION OF TRACT B, TOWN MADISON, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2022, PAGES 424-426, BEING THE SOUTH 10 FEET OF AND EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING SOUTH OF AND ADJACENT TO THE SOUTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD, THENCE SOUTH 45 DEGREES 29 MINUTES 17 SECONDS EAST AND ALONG THE WEST BOUNDARY OF SAID LOT 1, 10.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 54 MINUTES 44 SECONDS EAST, 26.44 FEET TO A POINT; THENCE NORTH 44 DEGREES 30 MINUTES 43 SECONDS EAST, 247.52 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 609.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 46 MINUTES 14 SECONDS EAST, 258.61 FEET TO A POINT ON THE WEST BOUNDARY OF AN EXISTING 6.00 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID WEST BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 17 MINUTES 12 SECONDS EAST, 5.78 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST BOUNDARY, SOUTH 17 DEGREES 30 MINUTES 02 SECONDS EAST, 4.42 FEET TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID SOUTH BOUNDARY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 599.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 49 MINUTES 51 SECONDS WEST, 255.60 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH BOUNDARY, SOUTH 44 DEGREES 30 MINUTES 43 SECONDS WEST, 247.52 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID SOUTH BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 551.00 FEET, A CHORD BEARING AND DISTANCE

OF SOUTH 45 DEGREES 53 MINUTES 12 SECONDS WEST, 26.44 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LOT 1; THENCE ALONG THE SAID WEST BOUNDARY, NORTH 45 DEGREES 29 MINUTES 17 SECONDS WEST, 10.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 5336 SQUARE FEET, MORE OR LESS.

ALSO:

ALL THAT PART OF LOTS 18-25 OF THE HEIGHTS AT TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, PHASE 1A, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, A RESUBDIVISION OF TRACT B, TOWN MADISON, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2022, PAGES 424-426, BEING THE SOUTH 10 FEET OF AND EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING SOUTH OF AND ADJACENT TO THE SOUTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 25, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD, THENCE SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 25, 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE ALONG THE SAID EAST BOUNDARY, SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST, 10.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID SOUTH BOUNDARY, SOUTH 87 DEGREES 19 MINUTES 38 SECONDS WEST, 313.85 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 599.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 35 MINUTES 18 SECONDS WEST, 119.80 FEET TO A POINT ON THE EAST BOUNDARY OF AN EXISTING 6.00 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID EAST BOUNDARY, NORTH 17 DEGREES 30 MINUTES 02 SECONDS WEST, 4.42 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 17 MINUTES 08 SECONDS EAST, 5.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 609.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 38 MINUTES 56 SECONDS EAST, 120.52 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 38 SECONDS EAST, 58.85 FEET TO A POINT; THENCE SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST, 5.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 38 SECONDS EAST, 10.00 FEET TO A POINT; THENCE NORTH 02 DEGREES 40 MINUTES 21 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 38 SECONDS EAST 245.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4298 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 easements in favor of **Old Town Investments, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of April 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

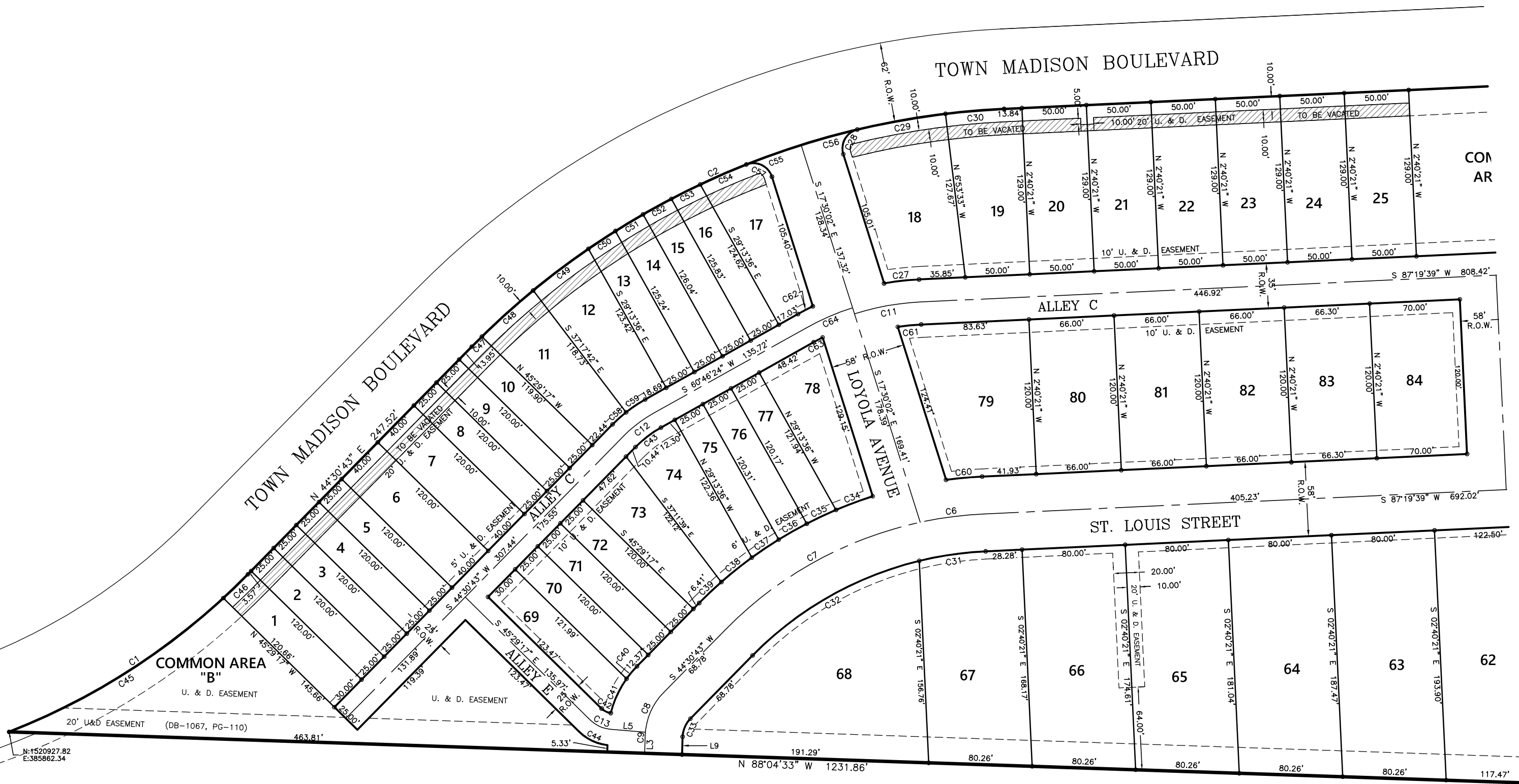
Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

DOC.#2018-00075279

OLD TOWN INVESTMENTS, LLC
2101 CLINTON AVE. WEST, SUITE 201
HUNTSVILLE, AL 35805



N:1520927.82
E:385862.34

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

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

STATE OF ALABAMA
 COUNTY OF MADISON

ALL THAT PART OF LOTS 1-17 OF THE HEIGHTS AT TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, PHASE 1A, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, A RESUBDIVISION OF TRACT B, TOWN MADISON, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN PLAT BOOK 2022, PAGES 424-426, BEING THE SOUTH 10 FEET OF AND EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING SOUTH OF AND ADJACENT TO THE SOUTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD, THENCE SOUTH 45 DEGREES 29 MINUTES 17 SECONDS EAST AND ALONG THE WEST BOUNDARY OF SAID LOT 1, 10.01 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE FROM THE POINT OF BEGINNING, AND ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 541.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 54 MINUTES 44 SECONDS EAST, 26.44 FEET TO A POINT; THENCE NORTH 44 DEGREES 30 MINUTES 43 SECONDS EAST, 247.52 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 609.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 56 DEGREES 46 MINUTES 14 SECONDS EAST, 258.61 FEET TO A POINT ON THE WEST BOUNDARY OF AN EXISTING 6.00 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID WEST BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 17 MINUTES 12 SECONDS EAST, 5.78 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID WEST BOUNDARY, SOUTH 17 DEGREES 30 MINUTES 02 SECONDS EAST, 4.42 FEET TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID SOUTH BOUNDARY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 599.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 49 MINUTES 51 SECONDS WEST, 255.60 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH BOUNDARY, SOUTH 44 DEGREES 30 MINUTES 43 SECONDS WEST, 247.52 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID SOUTH BOUNDARY,

*Quitclaim Deed
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ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 551.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 53 MINUTES 12 SECODNS WEST, 26.44 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LOT 1; THENCE ALONG THE SAID WEST BOUNDARY, NORTH 45 DEGREES 29 MINUTES 17 SECONDS WEST, 10.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 5336 SQUARE FEET, MORE OR LESS.

ALSO:

ALL THAT PART OF LOTS 18-25 OF THE HEIGHTS AT TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT B, THE HEIGHTS AT TOWN MADISON, PHASE 1A, A RESUBDIVISION OF TRACT B, THE HEIGHS AT TOWN MADISON, A RESUBDIVISION OF TRACT B, TOWN MADISON, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABMA IN PLAT BOOK 2022, PAGES 424-426, BEING THE SOUTH 10 FEET OF AND EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING SOUTH OF AND ADJACENT TO THE SOUTH RIGHT-OF-WAY OF TOWN MADISON BOULEVARD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 25, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF SAID TOWN MADISON BOULEVARD, THENCE SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST AND ALONG THE EAST BOUNDARY OF SAID LOT 25, 10.00 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE FROM THE POINT OF BEGINNING CONTINUE ALONG THE SAID EAST BOUNDARY, SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST, 10.00 FEET TO A POINT ON THE SOUTH BOUNDARY OF AN EXISTING 20 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID SOUTH BOUNDARY, SOUTH 87 DEGREES 19 MINUTES 38 SECONDS WEST, 313.85 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 599.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 81 DEGREES 35 MINUTES 18 SECONDS WEST, 119.80 FEET TO A POINT ON THE EAST BOUNDARY OF AN EXISTING 6.00 FOOT WIDE UTILITY AND DRAINAGE EASEMENT; THENCE ALONG THE SAID EAST BOUNDARY, NORTH 17 DEGREES 30 MINUTES 02 SECONDS WEST, 4.42 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE SAID EAST BOUNDARY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREES 17 MINUTES 08 SECONDS EAST, 5.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 609.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 38 MINUTES 56 SECONDS EAST, 120.52 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 38 SECONDS EAST, 58.85 FEET TO A POINT; THENCE SOUTH 02 DEGREES 40 MINUTES 21 SECONDS EAST, 5.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 38 SECONDS EAST, 10.00 FEET TO A POINT; THENCE NORTH 02 DEGREES 40 MINUTES 21 SECONDS WEST, 5.00 FEET TO A POINT; THENCE NORTH 87 DEGREES 19 MINUTES 38 SECONDS EAST 245.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4298 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 April 2023.

*Quitclaim Deed
The Heights at Town Madison Subdivision, U&D VOE
Page 2 of 3*

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 April 2023.

Notary Public

ORDINANCE NO. 2023-085

AN ORDINANCE REGULATING WRECKER SERVICES AND TOWING OPERATIONS

BE IT ORDAINED by the City Council of the City of Madison, Alabama, as follows a new Article X of the Code of Ordinances of the City of Madison is hereby established and adopted and added into Chapter 22 of the City Code, which is entitled Regulation of Wrecker Services and Towing Operations, as follows:

Section 22-253. Intent.

It is the intent of the city council to establish standards and regulations for any and all persons and/or entities engaged in the towing of vehicles so that such towing operations are conducted in such a manner as to promote the public health, welfare, and safety of the individual and collective quality of life for Madison residents.

Section 22-254. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the operator of a wrecker service who, after being advised of the requirements and regulations for participation therein, makes known his/her desire to voluntarily participate in the city's rotation roster by making application for the same.

Chief or police chief shall refer to the chief of the city police department or his/her designee.

City means the City of Madison.

Department means the city police department.

Disabled vehicle means any vehicle which has lost its ability of self-propulsion or its ability to be transported or drawn on a public street by normal methods other than by a wrecker.

Fire extinguisher shall mean a portable device used for extinguishing fires as defined by the National Board of Fire Underwriters, dry chemical extinguisher with either a 5- or 10-B.C. rating and underwriters laboratory approval in a quick release carrier which is capable of extinguishing fires.

Large wreckers shall be classified as any of the following types of wreckers: Tandem dual wheel or tandem rear end wreckers, or twin booms with factory rated or tested lifting capacity of 12.5 tons or over per drum and per winch and per winch line, with dual drum capacity, hydraulic or power take-off driven, and shall be equipped with dual rear twin-screw axles, and shall be equipped with quick air couplings for towing vehicles with air brakes, and shall be utilized to tow any vehicle having a gross vehicle weight exceeding 10,000 pounds, or any vehicle having dual rear axles or any tractor-trailer combination. The wrecker company shall provide documentation of lifting capacity from the factory or qualified testing facility.

Motor vehicle shall mean every vehicle which is self-propelled.

Owner means any person who holds a legal title to a motor vehicle or who has the legal right of possession thereof.

Person means any individual, partnership or association, syndicate, company, firm, trust, corporation, department, bureau, agency, business, bank, or any entity recognized by law.

Place of business shall mean the place where the wrecker company conducts business and is licensed pursuant to municipal law.

Police officer means any duly sworn law enforcement officer employed by the city.

Rotation roster means the rotation list of wrecker companies available for request by private individuals as prepared and used as provided in the execution of this chapter.

Street means a thoroughfare including public streets, lanes, alleys, etc., within the city and its police jurisdiction which is reserved for vehicle traffic.

Tow shall mean to remove motor vehicles from one location to another location, for any purpose

Vehicle shall mean every device in or by which any person or property is or may be transported or drawn upon a public street, except devices moved only by human power, or used exclusively upon stationary rails or tracks, and shall include trailers and semi-trailers.

Wrecker shall mean any motor vehicle used for the purpose of towing or removing motor vehicles from one location to another location, for any purpose.

Wrecker business shall mean the act of towing or removing motor vehicles from one location to another location, for any reason, where either the beginning or ending location is within the city. This definition shall not include situations whereby a business owns or leases wreckers for the sole purpose of towing other vehicles owned or leased by the business.

Wrecker company shall mean any person engaged in the wrecker business.

Wrecker operator means any person who drives or otherwise uses a wrecker for wrecker business as defined herein.

Section 22-255. Wreckers declared not to be emergency vehicles

It is hereby declared and determined that wreckers and large wreckers are not emergency vehicles and shall comply with all laws and ordinances relating to motor vehicles.

Section 22-256. Business license and vehicle inspection permits required

No person shall engage in the wrecker business or operate wreckers on the streets within the city without first obtaining a license to do business from the City, and without first obtaining a vehicle inspection permit for each wrecker to be operated, in accordance with this chapter to be issued by the police department on an annual basis.

Section 22-257. Liability

Each wrecker operator doing business in the city who moves or otherwise makes contact with any vehicle to be towed assumes liability for injury to persons, property damage, fire, theft, or any other acts of negligence stemming from the towing process.

Section 22-258. Vehicle Inspection

At any time, the city may inspect the operations of any licensed wrecker company and/or wrecker business to ensure that the business is operating in accordance with the requirements set forth by these Ordinances.

Section 22-259. Records.

- (a) Each operator shall maintain accurate records reflecting all wrecker services performed pursuant to his/her participation on the rotation roster. All information printed on the records shall be legible. Each record of wrecker service, and/or tow ticket, shall be

sequentially numbered, and include the pre-printed name, address and phone number of the wrecker company, as well as the following information:

- (1) The date and time the operator was contacted and requested to perform the service;
- (2) The name of the person requesting the service;
- (3) The location of the vehicle;
- (4) A description of the towed vehicle, including license tag and identification number;
- (5) The owner or operator of the vehicle, if known;
- (6) Itemized list of all service charges and fees;
- (7) The name of the wrecker operator; and
- (8) The final disposition of the vehicle;
- (9) Any related police accident, incident, arrest, event, or miscellaneous identification numbers.

Regardless of method of payment, each customer shall be given a written receipt containing the above required information, and a copy of same shall be maintained by the wrecker company for all wrecker services provided.

- (b) All records required herein must be available immediately upon request so long as the request is made between the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday for inspection by the chief or other city representatives. Advanced notice of an inspection by the chief or other city representative shall not be required.
- (c) The operator shall maintain the aforementioned records for the current calendar year and the preceding calendar year.
- (d) A record of all abandoned motor vehicles is to be maintained by the wrecker operator and any abandoned motor vehicle sold or disposed of by the operator shall be so sold or disposed of in accordance with Code of Ala. 1975, §§ 32-13-1 et seq., as may be amended.
- (e) The operator shall notify the Police Department of each and every vehicle that the operator may remove within two (2) hours of removing said vehicle and all operators

shall describe the vehicle to the Police Department with such specificity as necessary for the Department to may maintain an accurate log of each and every car so removed by an operator within the City of Madison.

Section 22-260. Application and Conditions for Participation in City Wreck Rotation system

- (a) *Written request for participation in the rotation system.* Each applicant desiring to be placed on the rotation roster shall file a written application with the police chief on a form furnished by the Police Department. A new applicant may file a written application at any time. Once an applicant has been accepted and placed on the rotation roster, applications for renewal shall be submitted in January of each year thereafter and shall adhere to all of the same terms and conditions as apply to new applicants. An applicant may request to discontinue participation in the rotation roster at any time.
- (b) *Equipment certification.* Each applicant shall certify that each wrecker to be utilized in service of the rotation roster meets or exceeds the following requirements at the time application is made:
- (1) For each regular haul wrecker, a conventional wrecker must be equipped with dollies rated for highway use and wheel lift or hydraulic operated tilting bed trucks, with one ton rated chassis or larger and equipped with a broom, which must have a minimum handle length of 30 inches, and shovel, two fully charged 10-B.C. rated fire extinguishers, and agents to remove oil spills from the roadway;
 - (2) The name of the company must be permanently affixed on each side of the wrecker in four inch high or larger letters and the address and telephone number in two inch high or larger letters;
 - (3) All safety equipment, horns, lights, flashers, amber lights, brakes, and other similar equipment must be operational.

- (c) *Copy of rules and regulations.* The chief will furnish each applicant with a copy of the rules and regulations pertaining to the operation of wreckers within the rotation system.
- (d) *Inspection of wreckers and equipment.* Prior to being placed on the rotation roster, the applicant shall present and make available for inspection by the chief all wreckers and equipment that are to be used by the applicant for the provision of wrecker services.
- (e) *Business license required.* Prior to being placed on the rotation roster, the applicant must furnish the chief with a copy of a current, valid business license issued by the city in the applicant's name, and prominently display said license in the applicant's principal place of business. To remain on the rotation roster, the wrecker company's city business license must remain current and valid.
- (f) *Certificate of insurance.* Each wrecker company participating on the rotation roster, from the time he/she moves or otherwise makes contact with any vehicle to be towed, assumes liability for injury to persons, damage to property, fires, or theft resulting from the operator's negligent acts or omissions. Therefore, prior to being placed on the rotation roster, the applicant shall furnish the chief with a certificate of insurance that indicates compliance with the following insurance guidelines:
- (1) Submit a certificate of insurance naming the city as an additional insured and stating the city will be provided with 30 days' notice of any material change, cancellation or non-renewal. The certificate of insurance should also state that the coverages below are in force:

Minimum coverage and limits acceptable:

a. <i>Automobile dealers</i>	<i>Limits</i>	
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or	
Covering any auto (21) Owned autos (22)	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00
<i>b. Non dealers (repair operations or storage lots)</i>		
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or	
Covering: Owned autos (22) or specifically described auto (27)*	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	

Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00
<i>c. Non dealers (no repair operations and no storage lots-wrecker service only)</i>		
Automobile or garage liability	\$100,000.00/300,000.00/100,000.00 limits, or	
Auto coverage: Any auto (1)(2), or limit specifically described autos (7)*	500,000.00 combined single owned autos	
Garage coverage: Owned autos (22) or specifically described autos (27)*		
Auto medical payments	1,000.00 per accident	
Uninsured motorists	20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

(g) *Valid License Plate.* Wreckers are required to maintain a current, valid license plate on each wrecker used in responding to rotation roster calls.

(h) *Authorization, placement on roster.* When the chief is satisfied that the applicant is qualified, he/she will place the applicant on the rotation roster and so notify the applicant.

Section 22-261. Rates and charges

(a) The maximum fees for wrecker services, including any credit card processing fees or overhead fees, charged by any wrecker service company on the rotation roster in regard to services provided as a result of rotation system dispatch shall not exceed, but may be less than, the following amounts per wrecker, unless otherwise indicated:

- (1) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,000 lbs. or less - \$175.00.
- (2) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. — \$200.00.
- (3) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles— \$350.00.
- (4) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem: \$75.00 per trailer or vehicle attached in tandem.
- (5) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem, when the tandem trailer or other vehicle exceeds 40 feet in length: \$75.00 per trailer or vehicle attached in tandem.

(Note: Towing services provided hereunder include cleaning of debris from roadway, pickup and towing of vehicle to any destination within the city limits).

- (6) Oil dry: if less than one bag is needed for clean-up, this will be included in the tow. If one or more bags of clean up material is used, \$30.00 per bag.
- (7) Righting: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. (For example, if righting a vehicle takes one hour and 38 minutes, the total charge would be $\$75.00 + 50.00 = \125.00) If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.

- (8) Righting: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs.—\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.
- (9) Righting: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.
- (10) Winching: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
- (11) Winching: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. —\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.
- (12) Winching: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the

vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.

(Note: For the purposes of this section, winching shall be defined as the removal of a vehicle, trailer, or other piece of equipment from a location inaccessible to a wrecker to a location where the object of removal may be safely secured and towed by the wrecker. Winching shall not include any incidental or routine winching necessary to load any vehicle onto the wrecker. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely).

- (13) Righting or lifting vehicle by airbag, per pound lifted: \$0.035.
- (14) Forklift, backhoe, track hoe, and any other necessary recovery equipment services shall be at commercial rental rates plus ten percent per hour (not including operator).
- (15) No keys to vehicle: Included in towing services.
- (16) Passenger vehicle storage rates:
 - a. First day: \$30.00 (The first day ends at midnight on the day that the vehicle was towed)
 - b. Each day thereafter: \$30.00 (Beginning at midnight on the day after the vehicle was towed.)
- (17) Large haul storage rates: \$75.00 per day, per piece.
- (18) After-hours vehicle release, i.e, times other than Monday through Friday, 8:00 a.m. to 5:00 p.m.: \$35.00.
- (19) Tows to locations outside the city limits only:
 - a. Regular haul: The per mile rate shall be equal to the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the

national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.

- b. Large haul: The per mile rate shall be double the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.

- (20) Gate fee, including any fee to bring a vehicle from the storage lot to a vehicle owner, or allowing a vehicle owner to retrieve personal belongings or other items from a vehicle: 1st visit No charge, second and subsequent visits, \$35.00 per visit.
- (21) No fees incurred by the wrecker company to report or enter vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal may be charged if the vehicle is redeemed or returned to the owner or his designee within two calendar days. After two calendar days, no more than \$75.00 may be charged for fees associated with reporting or entering vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal.
- (22) The rates and charges as established herein do not relate to or regulate consensual wrecker services in which the vehicle's owner or operator expressly

requests towing or wrecker services from a specific wrecker operator and chooses not to utilize the rotation roster system.

Section 22-262. Suspension from Rotation Roster

- (a) If a wrecker company fails to abide by the terms of this Chapter, it shall be subject to suspension from the City Wreck Rotation Roster until it becomes in compliance with the full requirements of this Chapter.
- (b) Any and all operators under contract with the City of Madison for the performance of wrecker and/or towing services that fail to comply with the full requirements of this Chapter may be found to be in breach of said contract and such breach may be grounds for the City to terminate any such contract.
- (c) Any complaints made against a Wrecker business, Wrecker company, and/or wrecker operator shall be made to the police chief or his/her subordinates. There shall be a complaint form that includes at a minimum: (1) The name of the wrecker/wrecker business/wrecker company and/or wrecker operator; (2) the date of the interaction with said wrecker, and (3) the surrounding facts that form the basis of said complaint.
- (d) All operators on a rotation roster and/or under contract with the city for wrecker services shall direct any owners of vehicles with complaints regarding the operator to the police department to log any such complaint with the operator.
- (e) The police chief and/or his/her subordinates are tasked with reviewing said complaints and determining whether any sanction should occur against said Wrecker business, Wrecker company or Wrecker Operator.
- (f) If a Wrecker Business, Company, or Operator has received numerous verified complaints against it for poor service or other improper business techniques, it is within the discretion of the police chief to determine whether a Wrecker business or Wrecker company should be suspended from the City Wreck Rotation Roster.

(g) If the police chief determines that a suspension is in order for failure to abide by the terms of this Chapter, the following terms of suspension shall govern said suspensions:

- a. First suspension: 30 days.
- b. Second suspension: 60 days
- c. Third suspension: 90 days

(h) If any further violations occur after three previous suspensions, the City shall have the right to permanently reject the Wrecker Company or Wrecker Business from the City Wreck Rotation Roster and/or pull the business license of said Wrecker Company or Wrecker Business.

Section 22-263. 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 the code and such amendments and statutes are declared to be severable.

Section 22-264. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 22-265. That this ordinance shall become effective upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 10th day of April 2023.

ATTEST:

Ranae Bartlett, Council President
City of Madison, Alabama

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

APPROVED this _____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-124

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE VII, SECTIONS 192 and 201(a) OF
THE MADISON CITY CODE ENTITLED
“ABANDONED, WRECKED, OR INOPERABLE VEHICLES”**

WHEREAS, the City of Madison Police Chief has recommended that the City Council amend the maximum time period that abandoned vehicles can remain on City streets from seven days to 48 hours in order to conform with the time period provided in Alabama Code Section 32-13-2(a) of the Code of Alabama (1975);

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended as follows:

Section 1. Chapter 22, Article VII, Section 192 entitled “Notice” is hereby amended as follows:

- “(a) *The code enforcement officer, or the property owner or his agent, shall post a dated notice in a conspicuous place on the abandoned or inoperable vehicle in question stating:*
- (1) *That the vehicle has been determined to be abandoned or inoperable and will be removed at the direction of the property owner or his agent upon the expiration of 48 hours from the date of the notice.*
 - (2) *The name and address of the last registered owner of the vehicle in question and the name and address of the property owner or his agent and a daytime phone number for the person giving the notice.*
- (b) *A copy of the notice shall be mailed by regular mail to the last known address of the registered owner, if ascertainable, on the date of posting or not later than the next business day. Calculation of the 48 hours’ notice period shall commence on the date of posting of the notice on the vehicle.”*

Section 3. Chapter 22, Article VII, Section 193 entitled “Abandoned Junk” is hereby amended as follows:

“The code enforcement officer, the chief of police, or any member of the police department is hereby authorized after the 48 hours notice period to remove or have removed any inoperable motor vehicle or non-motorized vehicle junk which reasonably appears to be lost, stolen, or unclaimed. Any property so taken up and removed shall be stored in a suitable place provided by the city. A permanent record giving the date of the taking of the property, the place where found and taken, and a description of the property shall be kept by the code enforcement officer or the chief of police, as applicable.”

Section 4. Chapter 22, Article VII, Section 201(a) of the Madison City Code under the subsection entitled “Authority of police to remove” is hereby amended as follows:

“Any police officer of the city who finds a motor vehicle which has been left unattended on a public street, road or highway or other property for a period of at least 48 hours shall be authorized to cause such motor vehicle to be removed to the nearest garage or other place of safety.”

Section 3. If any provision of this ordinance, or the application thereof to any person, thing, or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 4. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 5. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 10th day of April 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of April 2023.

Paul Finley, Mayor
City of Madison, Alabama