



**Agenda**  
**REGULAR MEETING OF THE CITY COUNCIL OF CITY OF MADISON, ALABAMA**  
**6:00 PM**  
**Council Chambers**  
**October 24, 2022**

AGENDA NO. 2022-20-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](http://www.madisonal.gov)) or text the word "comment" to 938-200-8560

1. INVOCATION

A. Pastor Mark Branon, Refuge Church

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2022-19-RG, dated October 10, 2022

7. PRESENTATIONS AND AWARDS

A. American Legion Post 229 - Post Commander Larry Vannoy and Vice Commander Jean Downs  
Introduction of 2022 Attendees of the Boys and Girls State

B. Mitzi Adams - Eclipse Presentation

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](mailto:cityclerk@madisonal.gov). Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov)

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Authorization of payment to Croy Engineering, LLC in the amount of \$626.50 for work completed to date on traffic and erosion control plans (Project No. 20-028, Celtic Drive middle school infrastructure, Invoice No. 25974 on PO No. 2022-0448) (to be paid from 2020-A Bond account)

- B. Authorization of payment to Croy Engineering, LLC in the amount of \$1,322.50 for construction, engineering, and inspection services performed through September 27, 2022 (Project No. 18-023, Sullivan Street Widening, Invoice No. 25973) (to be paid from 2018-C Bond account).
- C. **Resolution No. 2022-275-R:** Providing for the disposition of personal property of negligible value (outdated computer equipment) via online auction through Govdeals website pursuant to Section 16-108 of the City of Madison Code of Ordinances
- D. **Resolution No. 2022-284-R:** Providing for the disposition of personal property of negligible value (desk task chairs) pursuant to Section 16-108 of the City of Madison Code of Ordinances
- E. Acceptance of Donation from Madison Visionary Partners, Inc, in the amount of \$15,833.00 for the Rotary Performance Pavilion - Home Place Park - CIP Project #18-007 to be deposited into the (2015-A Bond Checking Account)
- F. Acceptance of \$17,0000.00 Donation from Representative Mike Ball for the new Madison Senior Center.

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

- A. **Resolution No. 2022-290-R:** Ratification of an agreement with SmartDollar for a debt reduction program with employees (\$10,201 annual payment to be paid from the Mayor's Department Budget)

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

- A. **Resolution No. 2022-279-R:** Approving a request for an On- or Off-Premise Beer and Wine License from Goodland Pour House, LLC, doing business as Goodland Pour House, for their location at 12110 County Line Road, Suite A
- B. **Proposed Ordinance No. 2022-230:** Zoning certain property owned by Pointe Place, LLC located at 151 Forrest Drive to R-1A (Low Density Residential District) upon annexation (First Reading September 12, 2022)
- C. **Proposed Ordinance No. 2022-232:** Rezoning certain property owned by Don Burgreen, Joey Burgreen and Shawn L. Burgreen located on the south side of Huntsville-Browns Ferry Road, west of

Morris Drive, from AG (Agriculture) District to TND (Traditional Neighborhood Development) District  
(First Reading September 12, 2022)

- D. **Proposed Ordinance No. 2022-234:** Amending Section 4-9 M-1 Restricted Industrial District and Section 4-10 M-2 General Industrial District of the Zoning Ordinance to increase the maximum building height (First Reading September 12, 2022)

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No. 2022-274-R:** Authorization of a professional services agreement with CDG, Inc. for engineering design for Wall Triana Highway and Gillespie Road in the amount of \$31,400 (to be paid from Engineering Department Budget)

**LEGAL**

- A. **Resolution No. 2022-280-R:** Authorization of a subscription renewal agreement with Bentley Systems, Inc. for e-bid exchange procurement software in the amount of \$8,556.00 (to be paid from Finance Department budget)
- B. **Proposed Ordinance No. 2022-287:** Assenting to the annexation of the Clift Farms Publix into the City of Madison (First Reading)
- C. **Resolution No. 2022-288-R:** Authorization for recording and archiving of October 19, 2022 Work Session and Special Session Council Meetings
- D. **Resolution No. 2022-289-R:** Ratification of Funding Agreement for Town Madison (First Reading)

**PLANNING**

- A. **Proposed Ordinance No. 2022-228:** Assenting to the annexation of certain property owned by Pointe Place LLC located at 151 Forrest Drive (First Reading September 12, 2022)
- B. **Proposed Ordinance No. 2022-260:** Vacation of a portion of a utility and drainage easement located at 223 Coach Lamp Drive within Willow Creek Subdivision (First Reading October 10, 2022)
- C. **Proposed Ordinance No. 2022-265:** Vacation of a utility and drainage easement located within Wann Property Subdivision, west of County Line Road and south of Huntsville-Browns Ferry Road (First Reading)

**RECREATION**

- A. **Resolution No. 2022-281-R:** Authorization of a Memorandum of Understanding with Four Horsemen, LLC for the provision of MARS bus services to the Railyard Barbeque Brawl to be held on October 29, 2022
- B. **Resolution No. 2022-282-R:** Authorization of a Memorandum of Understanding with Southeastern Climbers' Coalition for providing signs and maintenance of the Rainbow Mountain Preserve
- C. **Resolution No. 2022-292-R:** Authorization of Purchase of Playground Equipment (\$323,107.86) to be paid from Department of Recreation Budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

16. Agenda Notes

- A. 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. 2022-19-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
October 10, 2022**

*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](http://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, October 10, 2022, 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 Greg Shaw.

Jeff Smith with Madison Baptist Church provided the invocation followed by the Pledge of Allegiance led by Greg Shaw.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Director Jason Colee, Information Technology Systems Analyst Chris White, Information Technology Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, Revenue Director Cameron Grounds, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, and Human Resources Director Terri Towry

Public Attendance registered: Henry W. Massie, Katie Beasley, Margi Daly, EJ Yankouski, Tiffany Knox, and Aaron Clingerman

## **AMENDMENTS TO AGENDA**

City Attorney Brian Kilgore requested that Resolution No. 2022-276-R; authorizing a Memorandum of Agreement with Madison County Commission for Roadway Striping be added to the Legal department reports. Council voiced no objections.

## **APPROVAL OF MINUTES**

### **MINUTES NO. 2022-18-RG DATED SEPTEMBER 26, 2022**

Council Member Powell moved to approve Minutes No. 2022-18-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	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 FUNDS FROM SENATOR TOM BUTLER FOR THE NEW SENIOR CENTER**

Mayor Paul Finley received a check from State Senator Tom Butler for the revitalization of the Senior Center. Unfortunately, State Senator Tom Butler who was unable to attend tonight's meeting due to a prior engagement, but State Senator Tom Butler said that while he has been out on the campaign trail, he has been hearing that helping senior centers is important.

Mayor Paul Finley asked Council for approval of the appropriation in the amount of \$25,000 from State Senator Tom Butler for the Senior Center.

Council Member Powell moved to approve the appropriation. 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.

## **PUBLIC COMMENTS**

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at [cityclerk@madisonal.gov](mailto:cityclerk@madisonal.gov) or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to [citycouncil@madisonal.gov](mailto:citycouncil@madisonal.gov).*

**MS. MARGI DALY:**

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

- Transparency of the Council
- Time allowed for public comments
- The amount of committee meetings
- Council management, city management, and the laws

**MS. JENNIFER COE:**

Ms. Coe appeared before Council and Mayor Finley to get clarification on the new Council Meeting Agenda format and the titles of Organizational and Regular Meeting.

Mayor Paul Finley deferred to City Clerk-Treasurer Lisa D. Thomas, whom he thanked for the release and the training of city employees on the new agenda software, to explain to Ms. Coe the difference.

City Clerk-Treasurer Lisa D. Thomas explained to Ms. Coe that the Organizational Meeting heading is for when Council elects a new President of the Council and a President Pro Tempore of the Council which is held between October and November meetings. It was initially planned for the October 10<sup>th</sup> meeting, but Council has chosen to move it to November 14<sup>th</sup> meeting. The change came about after the agenda was published which resulted in the title of the meeting as Organizational Meeting instead of Regular Meeting. City Clerk-Treasurer Lisa D. Thomas also explained the new software is progressive, easier for city employees to use, and looks clean and sleek for the public viewing.

Council Member Wroblewski asked about archiving past agendas. City Clerk-Treasurer Lisa D. Thomas replied that past agendas will be archived on our website as before with help from Communication Specialist Samantha Magnuson.

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council Member Bartlett announced the Finance Committee is going to meet on Tuesday, October 18<sup>th</sup> at 10:30am. Revised notice will be sent out.

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

General Operating account	\$4,818,597.65
Special General Operating account	\$365.82
ADEM Storm Drainage	\$10,355.15

1/2 Cent Capital Replacement	\$33,803.52
1/2 Cent Infrastructure	\$335,978.61
Gasoline Tax & Petroleum Inspection fees	\$13,007.84
TVA Tax	\$3,243.78
Town Madison Incentive Fund	\$285,465.54
CIP Bond Accounts	\$996,058.64
Library Building Fund	\$5,917.53
Water Distribution and Storage	\$1,182,081.25
Multi-Use Venue Collection Fund	\$1,570,395.00

Approval of payment to Carcel & G construction, LLC. in the amount of \$683,980.74 for work completed through 8/23/2022 on CIP No.18-022 Hughes Road widening project (to be paid from 2018- C Bond account)

Approval of payment to Morell Engineering, Inc. in the amount of \$200.00 for ADEM Inspections performed on CIP Project No. 20-028: Middle School Roadway Extension Project (Invoice No. 20180) (to be Paid From 2020-A Bond Account)

Resolution No. 2022-272-R; providing for the disposition of personal property of negligible value via online auction through GovDeals website pursuant to SEC. 16-108 of the Code of Ordinances (City Clerk)

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

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	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:**

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

- Thanked City Clerk-Treasurer Lisa D. Thomas for the new agenda and advised that it does look different, but it has more functionality.
- Thanked Council Member Denzine and the entire Madison Street Festival Team for their planning of the Madison Street Festival.
- Thanked Public Works, Police, and other City employees for making it safe for the public.
- 35,000-40,000 attended the Madison Street Festival.
- Madison City Schools were named the number one school system in the state of Alabama.
- Jacksonville State University versus University of North Alabama football game at Toyota Field on Saturday, October 15<sup>th</sup>, 2022.
- The State of the City Address will be held at Toyota Field on Friday, November 4<sup>th</sup>, 2022. It will be called Celebrate Madison and will be open to everyone. Vendors and food will be available.

### **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Attended Public Works Field Crew Chief Mike Gentle's retirement party. He had over 25 years with the city.
- Attended the Madison Fire and Rescue retirement party which included 14 firemen and paramedics that retired within the last two years.
- Fire Station 1 is offering a cancer awareness shirt which can be purchased from Kara at the front desk. They have long sleeve and long sleeve along with many sizes. The cost of the shirts support cancer research for two organizations.
- Thanked Teresa Crane from WoodmenLife who along with her family, planted 20 mums on the roundabout on Balch and Gillespie.

### **COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Thanked everyone that was involved in the Madison Street Festival. Has heard from numerous people about how fabulous it was.
- Thanked the City Clerk and Information Technology departments for their work on the new agenda software.
- Attended Madison Utilities meeting on Monday, October 3<sup>rd</sup>, 2022 where Madison Utilities is concerned with private utilities doing private wastewater treatment plant with developers. Madison Utilities is concerned about the financial impact they face after the developer gets out of the wastewater treatment business and plant needs to be revamped to work with Madison Utilities.

### **COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

- Thanked everyone involved with the Madison Street Festival.

#### **COUNCIL DISTRICT NO. 4 GREG SHAW**

No new business to report

#### **COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

- Thanked the Police and Public Works for their fantastic job with the Madison Street Festival.
- Thanked all the volunteers and Council Member Denzine for all their hard work with the Madison Street Festival.
- Attended the NASA SpaceX Crew 5 launch at the Kennedy Space Center at Cape Canaveral, Florida. This was Council Member Bartlett's first rocket launch she has ever attended.
- Reminded the public that the month of October has two events happening in Madison. The Railyard Barbecue Brawl, which is being held in downtown Madison. Free parking will be available at the stadium. At the same time there will be a Halloween Chess Tournament being held on the turf at the football stadium. Kids can wear Halloween costumes, there will be a dance-off, costume contest, and chess awards.

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

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

- On the behalf of everyone who worked the Madison Street Festival, Council Member Denzine accepted everyone's "Thank You".
- Thanked the Police, Public Works, and other departments for working together for the good of the community.
- Amazed by the 35,000-40,000 people that came to the festival to celebrate the community with marching bands, high school robotics, petting zoo, and so much more.
- Attended the Fire Department retirement party.
- Senior Center has had great success by having Coffee with the Cops, donuts donated by the Rotary Club, and Inside Out Mission Ministries sponsored the catering done by Little Baby Diner for the seniors.

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

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

- Commented on how great the Madison Steet Festival turned out.

## **BOARD/COMMITTEE APPOINTMENTS**

None

## **PUBLIC HEARINGS**

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

### **RESOLUTION NO. 2022-271-R; APPROVING A REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM PHOENIX SENIOR LIVING, LLC, DBA MADISON CROSSINGS FOR THEIR LOCATION AT 11260 COUNTY LINE ROAD**

Revenue Officer Cameron Grounds informed Council that everything is in order for Council to vote on this item tonight. Council President Shaw opened the floor for public comments regarding this request.

Madison resident Margi Daly questioned why a liquor license for an assisted living location. Council Member Spears responded that it was not an assisted living but rather an independent apartment living for seniors. Ms. Daly began addressing Revenue Officer Cameron Grounds and Council Member Seifert stepped in to advise that this is a Public Hearing and that Ms. Daly along with any public needs to be addressing Council President Shaw or the Council. No further comments were made from Ms. Daly

Council President Shaw then closed the floor after no more comments and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2022-271-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Abstain
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 DEPARTMENT**

**RESOLUTION NO. 2022-255-R; AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS FOR ENGINEERING DESIGN SERVICES FOR PROJECT NO. 22-039, SEGERS AND MAECILLE INTERSECTION IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$125,500.00 (TO BE PAID FROM FY 2023 DEPARTMENTAL BUDGET)**

Council Member Seifert moved to approve Resolution No. 2022-255-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	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. 2022-256-R; AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR ENGINEERING DESIGN SERVICES FOR TRAFFIC SIGNAL AND SIDEWALK MODIFICATIONS AT THE INTERSECTION OF WALL TRIANA AND GOOCH LANE (PROJECT NO. 2022-023) IN THE AMOUNT OF \$78,031.81 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2022-256-R. Council Member Wroblewski seconded. Council President Shaw asked for any discussion. Council Member Wroblewski asked if this would fix the timing on that traffic signal since she receives complaints regarding it. City Engineer Michael Johnson replied that it would along with some sidewalk extensions. 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. 2022-257-R; AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. FOR ENGINEERING DESIGN SERVICES FOR TRAFFIC SIGNAL DESIGN AT THE INTERSECTION OF BURGREN AND HARDIMAN LANE (PROJECT NO. 22-038) IN THE AMOUNT OF \$39,231.81 (TO BE PAID FROM DEPARTMENTAL**



Council Member Spears moved to approve Resolution No. 2022-257-R. Council Member Powell seconded. Council President Shaw asked for any discussion. Council Member Spears asked if the roundabout and the traffic signal were going to work together and if they had studied it. City Engineer replied that both will be coinciding with each other. 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. 2022-258-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR PALMER ROAD BRIDGES (PROJECT NO. 22-006, BIN 2495 AND 2496) TO INCLUDE HYDROLOGIC AND HYDRAULIC ANALYSIS, SURVEYING, AND CONCEPTUAL DESIGN FOR TWO (2) IN AN AMOUNT NOT TO EXCEED \$199,925 (TO BE PAID FROM DEPARTMENTAL BUDGET)**

Council Member Powell moved to approve Resolution No. 2022-258-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	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. 2022-266-R: ACCEPTANCE OF BRADFORD STATION, PHASE 1 INTO THE CITY'S MAINTENANCE PROGRAM**

Council Member Powell moved to approve Resolution No. 2022-266-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Council Member Powell and Mayor Paul Finley confirmed with City Engineer Michael Johnson that everything was completed prior to accepting it into the city's maintenance program.

Motion carried.

**RESOLUTION NO. 2022-267-R: ACCEPTANCE OF BELLAWOODS, PHASE 1 INTO THE CITY'S MAINTENANCE PROGRAM**

Council Member Powell moved to approve Resolution No. 2022-267-R. Council Member Seifert seconded. Mayor Paul Finley confirmed with City Engineer Michael Johnson that that everything was completed prior to accepting it into the city's maintenance program. 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.

Council Member Denzine thanked City Engineer Michael Johnson and the Engineering department for their tremendous job done on Hughes Road.

**FIRE**

**RESOLUTION NO. 2022-273-R: APPROVAL OF AGREEMENT FOR SUBSCRIPTION TO REPORTING SOFTWARE FOR FIRE DEPARTMENT (INITIAL YEARLY SUBSCRIPTION PAYMENT OF \$29,800 TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Wroblewski moved to approve Resolution No. 2022-273-R. Council Member Spears seconded. Council Member Wroblewski asked what the cost would be for the second year, Fire Chief David Bailey responded it is not known yet. 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.

**LEGAL**

**RESOLUTION NO. 2022-268-R: AMENDING RESOLUTION NO. 2022-198-R PREVIOUSLY ADOPTED BY THE COUNCIL FOR THE TERMINATION OF AN AGREEMENT BETWEEN THE CITY OF MADISON AND TURNER CONSTRUCTION**

City Attorney Brian Kilgore explained that it is to make it clear that the grounds for termination was for convenience as opposed to for cause.

Council Member Wroblewski moved to approve Resolution No. 2022-268-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. 2022-269-R; AUTHORIZING AN AGREEMENT OF PROPOSAL FOR CATASTROPHIC INMATE MEDICAL INSURANCE FROM HUNT INSURANCE GROUP, LLC FOR AN ANNUAL PREMIUM OF \$8,415.36 (TO BE PAID FROM GENERAL SERVICES ACCOUNT)**

Council Member Wroblewski moved to approve Resolution No. 2022-269-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	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. 2022-276-R; AUTHORIZING MEMORANDUM OF AGREEMENT WITH THE MADISON COUNTY COMMISSION FOR ROADWAY STRIPING**

Council Member Wroblewski moved to approve Resolution No. 2022-276-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.

## **PLANNING DEPARTMENT**

### **PROPOSED ORDINANCE NO. 2022-260: VACATION OF A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED AT 223 COACH LAMP DRIVE WITHIN WILLOW CREEK SUBDIVISION**

This was a first reading only of Proposed Ordinance No. 2022-260.

### **RESOLUTION NO. 2022-264-R: APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADISON, ALABAMA AND MCKINLEY HOMES US, LLC, ET AL. FOR PROPERTY LOCATED ON THE SOUTH SIDE OF HUNTSVILLEBROWNS FERRY ROAD, WEST OF MORRIS DRIVE**

Director of Development Services Mary Beth Broeren informed Council of the specifics of the Development Agreement between the City of Madison and Alabama and McKinley Homes US, LLC, ET AL. Director of Development Services Mary Beth Broeren presented a concept plan provided and asked Council for their action on the Development Agreement. Director of Development Services Mary Beth Broeren informed Council that a representative from the developer as well as a landowner were there to answer questions if needed.

Council Member Wroblewski asked if they could share the price point of the homes. Director of Development Services Mary Beth Broeren responded that she had reached out to the developer who estimated the prices to be in the \$400,000 to \$600,000.

Council Member Bartlett asked about the phasing of the housing units and when the flats would come online. Director of Development Services Mary Beth Broeren responded that the flats would start after the townhomes and the single-family homes sometime in 2024 or 2025 as they are unsure. Council Member Bartlett asked if there would be a possibility the home could be built in 2023 and Director of Development Services Mary Beth Broeren responded that there is no issuance of Certificate for Occupancy allowed before March of 2024.

Council Member Bartlett asked if there is a reason why the development agreement did not include the phasing of the stack flats. Director of Development Services Mary Beth Broeren responded that the stack flats would be built in one phase, but due to the product type they were not put in a phase as they are counting on the limitations of the Certificate for Occupancy.

Council Member Denzine asked what size and how many bedrooms are in the flats. Director of Development Services Mary Beth Broeren referred the question to the developer Henry Massey from McKinley Homes US, LLC, ET, AL. Henry Massey from McKinley Homes US, LLC, ET, AL, responded that they are going to be one, two, and three bedrooms, but they won't know the unit mix until 2025 or 2026, depending on market conditions. Council Member Denzine explained that the reason for wanting to know the timeline and size of the units is to project how it is going to affect the City of Madison schools. Henry Massey from McKinley

Homes US, LLC, ET, AL, explained that the three-bedroom units are going to be less than 3 to 4 percent.

Council Member Denzine asked about the size of the townhomes. Henry Massey from McKinley Homes US, LLC, ET, AL, responded that they are going to range from 1,800 to 2,200 square feet and that they will be two and three bedrooms. Henry Massey from McKinley Homes US, LLC, ET, AL, also provided that the single-family homes will be 1,800 to 2,800 square feet in size.

Council Member Denzine asked for clarification on the commercial and neighborhood community space. Director of Development Services Mary Beth Broeren explained that the commercial space is 33,000 square feet separate from the community space.

Council Member Denzine asked about the timing for when the commercial space would come forward since they must wait until they have a minimum of one hundred Certificate for Occupancy before it moved forward. Director of Development Services Mary Beth Broeren responded it would be late 2024 for the commercial site plan to come forward. Director of Development Services Mary Beth Broeren explained that she talked with the developer because the expectation is that the commercial site plan would follow the home, but the developer needs to get their tenants before they move with the commercial site plan. Director of Development Services Mary Beth Broeren also explained that it is unpredictable to give a time frame for the commercial given how far out it is. Director of Development Services Mary Beth explained that given the amount of park acreage that the city is being given, they exercised a bit of flexibility with respect to the commercial site plan and that the conceptual plan requires the commercial as well as the development agreement, but she felt that it did not make sense to say that it had to be built by a certain date due to how far out it is.

Council Member Powell agreed with Director of Development Services Mary Beth regarding the time frame for commercial as it is going to be hard due to the market and inflation causing an unknown on the time frame.

Council Member Denzine responded that she was not looking for a specific date, but that the commercial is a high priority and she appreciated that it was included in the Development Agreement.

Director of Development Services Mary Beth explained that it was negotiated into the agreement because residential developers normally don't offer commercial development and that she understands how important it is for commercial development for Council along the road frontage. Director of Development Services Mary Beth explained that the housing has to be there before retailers and commercial businesses are interested in that area.

Council Member Spears said she appreciated the developer working with the city and Director of Development Services Mary Beth for getting the commercial development addition to the agreement along with the park land and road frontage.

Council Member Bartlett advised that with Madison City Schools being number one they should have no problem selling the three-bedroom units. Council Member Bartlett also thanked McKinley Homes US, LLC, ET, AL for working with Director of Development Services Mary Beth on the donation of parks and recreation space for the westside of town.

Council Member Wroblewski moved to approve Resolution No. 2022-264-R. Council Member Powell seconded. Council President Shaw asked for any discussion, Council Member Denzine asked for a confirmation regarding the T and D zoning and that the contract is solid regarding the commercial. Director of Development Services Mary Beth explained that with this location there is a development agreement versus The Village at Oakland Spring and Town Madison where there is no development agreement. The development agreement allows the city to lock it in and if an amendment needs to be made, it will require the action of the City Council. 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.

Mayor Paul Finley thanked Director of Development Services Mary Beth for taking the lead on the development agreement and McKinley Homes US, LLC, ET, AL for working with the City.

Henry Massey from McKinley Homes US, LLC, ET, AL. thanked City Council and Mayor Paul Finley and commended Director of Development Services Mary Beth for the hard work she has put into this development agreement.

## **MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

### **CITY COUNCIL WORK SESSION**

Council President Shaw advised that they are working on dates for a future work session.

### **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 6:54 p.m.

Minutes No. 2022-19-RG, dated October 10<sup>th</sup>, 2022, read, approved and adopted this 24<sup>th</sup> day of October 2022.

---

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

---

Mari Bretz  
Recording Secretary

**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. 2022-00000448

**DATE** 02/01/2022

**VENDOR** 2593 - Croy Engineering, LLC

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

**NON-NEGOTIABLE**

**Contact**  
Croy Engineering, LLC  
603 Madison Street, SE  
HUNTSVILLE, AL 35801



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

**REFERENCE #** Res. 2021-389-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 20-028 Traffic Control Plan, Erosion Control Plan, Bid Assist 39-150-000-2955-39 - Project - Middle School Road (Garner - Shorter - Life-Way) 26,830.00 20 028	26,830.0000	\$26,830.00
<div style="text-align: center;"> <p>Partial Pay Invoice # 25974 \$626.50</p> </div>				
<div style="display: flex; justify-content: space-between;"> <span>Roger Bellomy /wcc 2022-02-01</span> <span>TOTAL DUE</span> </div>				\$26,830.00

Purchasing Agent Signature

Special Instructions

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



RECEIVED

OCT 3 2022

CITY OF MADISON  
ENGINEERING DEPARTMENT

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

Invoice number 25974  
Date 09/27/2022

Project **1534.011 Madison Blvd Wall Triana Hwy  
Intersection Improvements**

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Traffic Control Plan	7,230.00	95.00	6,868.50	6,507.00	361.50
Erosion Control Plan	5,300.00	95.00	5,035.00	4,770.00	265.00
Total	12,530.00	95.00	11,903.50	11,277.00	626.50

Invoice total **626.50**

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25974	09/27/2022	626.50	626.50				
	Total	626.50	626.50	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*  
10/4/2022

Approved to Pay

*Michael Johnson*  
Michael Johnson, City Engineer

City Council Agenda 10/24/22

RECEIVED

OCT 3 2022

CITY OF MADISON  
ENGINEERING DEPARTMENT

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

Invoice number 25973  
Date 09/27/2022

Project **1534.009 Sullivan St Construction  
Observation**

### Contract Administration

#### Professional Fees

	Hours	Rate	Billed Amount
Senior Professional 1	8.00	160.00	1,280.00

#### Reimbursables

	Billed Amount
Mileage	42.50
Contract Administration subtotal	1,322.50

Invoice total **1,322.50**

### Invoice Summary

Description	Contract Amount	Total Billed	Remaining	Prior Billed	Current Billed
CONTRACT ADMINISTRATION	84,000.00	83,158.59	841.41	81,836.09	1,322.50
SIDEWALK DESIGN	6,000.00	5,999.00	1.00	5,999.00	0.00
<b>Total</b>	<b>90,000.00</b>	<b>89,157.59</b>	<b>842.41</b>	<b>87,835.09</b>	<b>1,322.50</b>

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
25881	09/08/2022	2,961.09	2,961.09				
25973	09/27/2022	1,322.50	1,322.50				
<b>Total</b>		<b>4,283.59</b>	<b>4,283.59</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

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

*E. Michelle Dunson*  
10/4/2022

## RESOLUTION NO. 2022-275-R

### PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE

**WHEREAS**, the City of Madison owns personal property formerly used by various departments for which the City has no continuing need, such property consisting of the following:

<u>Quantity</u>	<u>Description</u>
1	Dell OptiPlex 270- JZ14Q41-270 (Fixed Asset 04481)
1	Dell OptiPlex 280- JXJBZ71/280 (Fixed Asset 04780)
1	Dell OptiPlex 280- no s/n (Fixed Asset 04702)
1	Dell OptiPlex 280- 1892871/280 (No Asset tag)
1	Dell OptiPlex 620- 1FOX6B1 (No Asset tag)
1	Dell OptiPlex 620- 1M2W891/620 (Fixed Asset 04919)
1	Dell OptiPlex 620- C9MMC91/620 (Fixed Asset 04890)
1	Dell OptiPlex 620- 4WZ15C1/620 (No Asset tag)
1	Dell OptiPlex 745- BNB1D7 (Fixed Asset 05165)
1	Dell OptiPlex 780- DTM8BP1 (No Asset tag)
1	Dell OptiPlex 780- 87XG3M1 (Fixed Asset 06014)
1	Dell OptiPlex 780- B1N2KN1/780 (Fixed Asset 06098)
1	Dell Precision T3500- GFF0MN1(Fixed Asset 06157)
1	Dell Precision T3500- 4DN3KN1/T3500 (Fixed Asset 06124)
1	Dell OptiPlex 990- 3839XR1/990 (Fixed Asset 00346)
1	Dell OptiPlex 990- 3835XR1/990 (No Asset tag)
1	Dell OptiPlex 990- 3828XR1/990 (Fixed Asset CM0377)
1	Dell OptiPlex 990- 3819XRZ/990 (No Asset tag)
1	Dell OptiPlex 990- 3829XRZ/990 (Fixed Asset CM0355)
1	Dell OptiPlex 990- 3826XR1/990 (Fixed Asset CM0365)

;and

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

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

*Resolution No. 2022-275-R*

*1 of 2*

**READ, APPROVED, and ADOPTED** this 10th day of October 2022.

---

*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

---

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

**APPROVED** this 10th day of October, 2022.

---

*Paul Finley, Mayor*  
City of Madison, Alabama



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 04481  
(Existing Assets Number)

#### Section 2

Date: 10-4-22

Department: I.T.

Item Description: Dell Optiplex 270

Serial/Model #: JZ14Q41/270

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) Chris White

Date: 10/4/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 04780  
(Existing Assets Number)

#### Section 2

Date: 10-5-22

Department: I.T.

Item Description: Dell OptiPlex 280

Serial/Model #: JxJBZ71/280

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Chris White  
Signature: (Department Head or Designee)

10/5/22  
Date:

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 04702  
(Existing Assets Number)

#### Section 2

Date: 10-4-22

Department: I.T.

Item Description: Dell Optiplex 280

Serial/Model #:

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

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

Signature: (Department Head or Designee) Chris White

Date: 10/5/22

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

(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale: \_\_\_\_\_

Other: \_\_\_\_\_

APPROVAL OF DISPOSITION METHOD:

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

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

NAT

(Existing Assets Number)

#### Section 2

Date: 10-4-22

Department: I.T.

Item Description:

Dell Optiplex 280

Serial/Model #:

1892871/280

New: ☐Used: ☒

Location:

I.T. Storage #206

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Chris White  
Signature: (Department Head or Designee)

10-4-22  
Date:

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

(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007





# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. NAT  
(Existing Assets Number)

#### Section 2

Date: 10-5-22

Department: I.T.

Item Description: Dell OptiPlex 620

Serial/Model #: 1FOX6B1/620

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]

Date: 10/5/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

 Capital Assets Tag No. 04919

(Existing Assets Number)

#### Section 2

 Date: 10-7-22

 Department: I.T.

 Item Description: Dell Opt: p/lx 620

 Serial/Model #: 1M2W 891/620

 New: ☐ Used: ☒

 Location: I.T. Storage # 206

 Vendor Name: Dell

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

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

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

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

 Signature: (Department Head or Designee) [Signature]

 Date: 10/5/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

 COPY: Requesting Dept. ☐

 Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 04890  
(Existing Assets Number)

#### Section 2

Date: 10-7-22

Department: I.T.

Item Description: Dell Optiplex 620

Serial/Model #: C9MM291/620

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee)

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

NAT

(Existing Assets Number)

#### Section 2

Date:

10/7/22

Department:

I.T.

Item Description:

Dell Optiplex 620

Serial/Model #:

4WZ 25C2 / 620

New:

☐

Used:

☒

Location:

I.T. Storage #206

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

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

(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept.

☐

Finance Dept.

☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 05165  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I.T.

Item Description: Dell Optiplex 745

Serial/Model #: BNBP2D7/745

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No.

NA 5

(Existing Assets Number)

#### Section 2

Date:

10/7/22

Department:

I.T.

Item Description:

Dell Optiplex 780

Serial/Model #:

DTM8BP1

New:

☐

Used:

☒

Location:

I.T. Storage #206

Vendor Name:

Dell

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

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

Signature: (Department Head or Designee)

Date:

10/7/22

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

(Below this line)

#### Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept.

☐

Finance Dept.

☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 06014  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I.T.

Item Description: Dell Optiplex 780

Serial/Model #: 87XG3M1/780

New: ☐ Used: ☒

Location: I.T. Storage # 206

Vendor Name: Dell

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

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

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

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

Chris White  
Signature: (Department Head or Designee)

10/7/22  
Date

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 06098  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I.T.

Item Description: Dell Optiplex 780

Serial/Model #: BN2KN1/780

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007





# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 6157  
(Existing Assets Number)

#### Section 2

Date: 10/7/22 Department: I.T.  
Item Description: Dell Precision T3500  
Serial/Model #: 6FF0MN1 New: ☐ Used: ☒  
Location: I.T. #206 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

[Signature]  
Signature: (Department Head or Designee)

10/7/22  
Date:

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

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

Signature, City Clerk-Treasurer

Date

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets Disposal Form

### Section 1

Capital Assets Tag No. 06124  
(Existing Assets Number)

### Section 2

Date: 10/7/22

Department: I.T.

Item Description: Dell Precision T3500

Serial/Model #: 4DN3KN1/T3500

New: ☐ Used: ☒

Location: I.T. # 206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) Chris White

Date: 10/7/22

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

(Below this line)

### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. 00346  
(Existing Assets Number)

#### Section 2

Date: 10/7/22 Department: I.T.  
Item Description: Dell Optiplex 990  
Serial/Model #: 3839XR1/990 New: ☐ Used: ☒  
Location: I.T. # 206 Vendor Name: Dell  
Asset Class: \_\_\_\_\_ Activity Code: \_\_\_\_\_ Fund: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
Date Item Acquired: \_\_\_\_\_ Cost or Donated Value: \_\_\_\_\_  
Enhancements: \_\_\_\_\_

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

Chris White  
Signature: (Department Head or Designee)

10/7/22  
Date:

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

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

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

\_\_\_\_\_

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

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

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

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# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. NAJ

(Existing Assets Number)

#### Section 2

Date: 10/7/22Department: I.T.Item Description: Dell Optiplex x 990Serial/Model #: 3835XR2/990New: ☐Used: ☒Location: I.T. # 206Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

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Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CM0377  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I.F.

Item Description: Dell Optiplex 990

Serial/Model #: 3828 X21 / 990

New: ☐ Used: ☒

Location: I.F. # 206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

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Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. NAR  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I. T.

Item Description: Dell Optiplex 990

Serial/Model #: 3819XRT/990

New: ☐ Used: ☒

Location: I.T. Storage # 206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

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Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CMO 355  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I.T.

Item Description: Dell Optiplex 990

Serial/Model #: 3829XRZ/990

New: ☐ Used: ☒

Location: I.P. Storage # 206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) [Signature]

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



# City of Madison, Alabama

## Capital Assets

### Disposal Form

#### Section 1

Capital Assets Tag No. CMD365  
(Existing Assets Number)

#### Section 2

Date: 10/7/22

Department: I.T.

Item Description: Dell Optiplex 990

Serial/Model #: 3826XR1/990

New: ☐ Used: ☒

Location: I.T. Storage #206

Vendor Name: Dell

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

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

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

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

Signature: (Department Head or Designee) Chris White

Date: 10/7/22

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

(Below this line)

#### Section 3

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

APPROVAL OF DISPOSITION METHOD:

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

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

SOLD TO:

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

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

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

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

Date \_\_\_\_\_

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

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



**RESOLUTION NO. 2022-284-R**

**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF  
NEGLIGIBLE VALUE PURSUANT TO §16-108 OF THE 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:

<u>Quantity</u>	<u>Description</u>
Two (2)	Desk Task Chairs with arms (no fixed asset numbers)

**WHEREAS**, the Legal 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, § 16-108, of the Madison City Code of Ordinances 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 Legal Department is hereby authorized to dispose of the surplus personal property, as listed above.

**READ, PASSED, AND ADOPTED** this 24<sup>th</sup> day of October 2022.

\_\_\_\_\_  
*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of October 2022.

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



# Madison County Legislative Delegation Community Service Grant Request

726 Madison Street, Huntsville AL 35801  
256-539-5441 / madcoleg1@knology.net



Date: 9/26/2022

Senator/Representative: Mike Ball Senate/House District # 10

THIS REQUEST FOR FUNDING IN THE AMOUNT OF 17,000.00 TAX ID# 63-6005867  
This organization qualifies as a government agency ☐ or not-for-profit entity ☒. (One must be marked.)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND MUST BE ACCOMPANIED BY:  
a W-9, completed and signed by the entity to whom the grant check is to be written.

THIS REQUEST FOR FUNDING IN THE AMOUNT OF \$17,000.00

NAME OF ENTITY TO WHOM GRANT CHECK IS TO BE WRITTEN:

City of Madison  
PROJECT DESCRIPTION: Madison Senior Center

Mailing Address: 120 Hughes Road - Madison, AL 35758

Contact Person: Steve Smith

Telephone Number: 256-772-5602 Email: steve.smith@madisonal.gov  
cell# 256-698-6518

Please email this Request to the Senator/Representative for their signature approval.

Madison County Legislator Awarding Grant

Legislator Signature: Mike Ball

Date: 10/12/2022

Upon receipt of grant check, please sign and return a copy of this form to the mailing address or email address shown above.

Grant recipient signature:

For Office Use Only

Check # 5390 OCM/EXL ☒ Mailed to/Pickup Date 10/12/2022



## RESOLUTION NO. 2022-290-R

### A RESOLUTION AUTHORIZING AN AGREEMENT WITH SMARTDOLLAR TO PROVIDE DEBT COUNSELING SERVICES TO CITY OF MADISON EMPLOYEES

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement with Smart Dollar to provide debt counseling services to City of Madison employees at no charge to said employees and said document shall be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: SmartDollar Agreement**. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24<sup>th</sup> day of October 2022.

---

*Greg Shaw, Council President*  
City of Madison, Alabama

ATTEST:

---

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

**APPROVED** this 24<sup>th</sup> day of October 2022.

---

*Paul Finley, Mayor*  
City of Madison, Alabama


**SmartDollar**

## SmartDollar® Order Form

<b>Contract Start Date</b>	11/01/2022
<b>Contract End Date</b>	10/31/2023
<b>Term</b>	1-Year
<b>Payment Frequency</b>	Annually
<b>Tiered Pricing</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Initial Eligible Population</b>	349
<b>FPU Included</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Number of Coaching Sessions</b>	0
<b>Annual Auto-Renew</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Fee for Coaching</b>	\$0
<b>Annual Amount</b>	\$10,201.00
<b>Estimated Sales Tax*</b>	\$0.00
<b>Initial Payment Amount</b>	\$10,201.00
<b>Initial Payment Due Date</b>	10/30/2022

\*Initial Payment Amount may increase or decrease, depending on the amount of Sales Tax Client's state charges.

☒ I have read and agree to the terms & conditions located *here*

Company Name: City of Madison, AL

Signature: \_\_\_\_\_

Printed Name: Paul Finley

Title: \_\_\_\_\_

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

Billing Contact: \_\_\_\_\_

Billing Contact Email: \_\_\_\_\_



## Terms and Conditions

This Agreement, which includes these Terms and Conditions, the SmartDollar Order Form, and any written and signed amendments or addendums to the SmartDollar Order Form ("Agreement"), effective as of the date Company's authorized representative signs the SmartDollar Order Form ("Effective Date"), is between The Lampo Group, LLC, d/b/a SmartDollar®, a Tennessee limited liability company, located at 1011 Reams Fleming Boulevard, Franklin, Tennessee 37064 ("SmartDollar") and the company ("Company") identified on the SmartDollar Order Form.

### Provision of Program

Subject to the use restrictions set forth below, SmartDollar will provide those of Company's employees who Company has deemed eligible to participate in the SmartDollar Program ("Eligible Employees") with the right to use the SmartDollar program in accordance with the terms outlined herein.

### Use of Program

Company's Eligible Employees shall have the right to use the SmartDollar® online financial wellness program ("Program") beginning on the Contract Start Date and through midnight on the Contract End Date, as those dates are stated on the SmartDollar Order Form, or any written and signed amendment thereto. The specific features of the Program are subject to change from time to time, in SmartDollar's sole discretion.

The parties agree that any delay on Company's part in launching the Program on the Contract Start Date shall not operate to extend the Contract Start Date stated on the SmartDollar Order Form. Company acknowledges and agrees that the SmartDollar Terms of Service ("TOS") located at <https://policies.ramseysolutions.net/terms-of-service/smardollar> apply to Eligible Employees' use of the Program and that Eligible Employee consent thereto is required upon Program enrollment. Eligible Employees will be granted the right to use the Program only during the Term or any renewal thereof. Upon expiration or termination of this Agreement, whichever first occurs, Company's and its Eligible Employees' right to use the Program are automatically revoked and terminated, including the right of Eligible Employees to complete any unfinished sessions.

Company acknowledges and agrees that SmartDollar is not a retirement plan fiduciary and offers no professional opinion or advice regarding legal, tax, investing, or other matters, including methods of payment for the Program. Company should seek and rely upon its own counsel for fiduciary decisions, including whether to utilize plan assets for the Program.

If Company's version of the Program includes Financial Peace University ("FPU"), as will be indicated on Company's SmartDollar Order Form, Company understands the Program will include biblical references. In addition, the tools or content included in that version of the Program will promote additional products that are consistent with the financial principles SmartDollar teaches to help Eligible Employees accomplish their goals as they work through the Baby Steps.

If Company has purchased individual One-on-One Coaching Sessions, as will be indicated on Company's SmartDollar Order Form, then the following terms also will apply: (a) If the One-on-One Coaching feature is purchased at the beginning of Company's Term, Company's payment of the Initial Payment Amount on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with SmartDollar Coaches until the number of Sessions Company has purchased has been exhausted or until the end of the Term or any renewal term, whichever occurs first. If the One-on-One Coaching feature is purchased after Company's Term has commenced, Company's payment of the Fee for Coaching on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with SmartDollar Coaches until the number of Sessions Company has purchased has been exhausted or until the end of the Term or any renewal term, whichever occurs first. Company may purchase additional Sessions at any time during the Term. (b) A single Session may last from fifteen (15) minutes up to a maximum of fifty (50) minutes. The Eligible Employee determines the duration of the Session. (c) Sessions are deemed used when the Eligible Employee schedules the Session through the SmartDollar Coaching Session Portal ("Portal"). If the Eligible Employee fails to attend the Session or cancels the Session with less than twenty-four (24) hours' notice, the Session is nonetheless deemed used and will be deducted from the number of Sessions purchased. (d) If Company has a balance of unused Sessions at the end of Company's Term, those unused Sessions will carry over into Company's renewal term of the Agreement. Company shall not be entitled to a refund for any unused Sessions if Company does not renew. (e) Eligible Employees are paired with a SmartDollar Coach who is available during the time the Eligible Employee selects in the Portal. Eligible Employees are not entitled to have a Session with any specific SmartDollar Coach and are prohibited from contacting SmartDollar Coaches outside of the SmartDollar Program.

If Company has purchased the Unlimited One-on-One Coaching feature, as will be indicated on Company's SmartDollar Order Form, then the following terms will apply: (a) If the Unlimited One-on-One Coaching feature is purchased at the beginning of Company's Term, Company's payment of the Initial Payment Amount on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with



SmartDollar Coaches through midnight of the day before the first anniversary of the Contract Start Date, even if Company's Term is for more than one (1) year. If the Unlimited One-on-One Coaching feature is purchased after Company's Term has commenced, Company's payment of the Fee for Coaching on or before the Initial Payment Due Date entitles Company's Eligible Employees to engage in One-on-One Coaching Sessions with SmartDollar Coaches through midnight of the day before the first anniversary of the Contract Start Date, even if Company's Term is for more than one (1) year. (b) A single Session may last from fifteen (15) minutes up to a maximum of fifty (50) minutes. The Eligible Employee determines the duration of the Session. Eligible Employees who schedule a Session, but find that they must cancel the Session, must do so with at least twenty-four (24) hours' notice. (c) Eligible Employees schedule Sessions through the SmartDollar Coaching Session Portal ("Portal"). (d) Eligible Employees are paired with a SmartDollar Coach who is available during the time the Eligible Employee selects in the Portal. Eligible Employees are not entitled to have a Session with any specific SmartDollar Coach and are prohibited from contacting SmartDollar Coaches outside of the SmartDollar Program.

## Eligibility

If Company uses eligibility for its Eligible Employees to access the Program, then Company will pay the Eligibility Fee indicated on the SmartDollar Order Form. To ensure accurate billing and Program eligibility, Company shall provide SmartDollar with an eligibility file no less than forty-five (45) days prior to the Contract Start Date and again no less than thirty (30) days prior to each anniversary of the Contract Start Date during the Term or any renewal term. SmartDollar will invoice Company based on the current number of Eligible Employees as provided in the eligibility file.

## Term

The term of this Agreement begins on the Contract Start Date stated on the SmartDollar Order Form and continues through midnight on the Contract End Date stated on the SmartDollar Order Form ("the Term").

## Auto Renew

If Company's SmartDollar Order Form indicates that Company's Term shall automatically renew, then at the conclusion of the Term, this Agreement shall automatically renew for successive one (1) year terms unless prior to the end of the then current term, one party gives the other party thirty (30) days written notice that the party does not wish to renew the term of the Agreement. Upon receipt of such written notice from Company, Company's right to use the Program shall terminate at the end of the current term. Company shall be responsible for all fees up to and including the last day of the current term.



## Termination

Either party may terminate this Agreement for any material breach of this Agreement if the breaching party fails to cure, or to begin reasonable efforts to cure, within thirty (30) days of the non-breaching party giving written notice of such breach. However, Company's failure to pay any amounts due under this Agreement constitutes a material breach which must be cured within ten (10) business days of SmartDollar giving Company written notice.

Company's failure to cure such breach is cause for termination of the Agreement or suspension of the right to use the Program and if applicable, the One-on-One Coaching feature, at SmartDollar's option.

## Invoicing and Payment

For the first year of the Term, Company shall pay the Initial Payment Amount on or before the Initial Payment Due Date. For any subsequent payments, if any, SmartDollar will invoice Company for the Program and the One-on-One Coaching feature, if applicable, according to the payment frequency stated on the SmartDollar Order Form. Company shall pay the invoiced amount on or before the date stated on the invoice.

For the first year of the Term, Company must provide SmartDollar with the exact number of Eligible Employees no less than thirty (30) days before the Contract Start Date ("Initial Eligible Population"). For any subsequent year of the Term or any renewal term, Company shall provide SmartDollar with an updated number of Eligible Employees no less than thirty (30) days before each anniversary of the Contract Start Date. If Company's updated number of Eligible Employees increases or decreases from that of the Initial Eligible Population, Company will be invoiced for the updated number of Eligible Employees.

SmartDollar must receive payment for Company and its Eligible Employees to have the right to access the Program.

## Auto-Draft

If the SmartDollar Order Form indicates that Company will make its payments to SmartDollar by Automatic Draft ("Auto-Draft") initiated by SmartDollar, Company shall complete SmartDollar's Automatic Bank Draft Authorization form. If Company's Automatic Bank Draft Authorization form indicates a payment frequency that conflicts with the payment frequency indicated on Company's SmartDollar Order Form, the payment frequency Company indicates in the Automatic Bank Draft Authorization shall control.

## Speaking Engagements and Site Visits

SmartDollar can produce speaking engagements or events featuring nationally acclaimed Ramsey Personalities™ or members of the SmartDollar team for keynotes, other live events,

or site visits. Such engagements and site visits are subject to speaker or team member availability and will be for an additional fee pursuant to a separate contract between SmartDollar and Company.

## **Taxes**

SmartDollar's pricing does not include sales, use, value-added, withholding, or other taxes and duties. SmartDollar will invoice Company for applicable taxes and duties unless Company provides SmartDollar satisfactory evidence of an applicable unexpired tax exemption. Company will promptly pay, and indemnify SmartDollar against, all properly invoiced taxes and duties, but excluding taxes on SmartDollar's net income.

## **Suspension**

SmartDollar may suspend providing the Program or any related service or feature if (a) Company fails to pay within ten (10) days after SmartDollar gives notice of any overdue amount that is more than thirty (30) days past due or (b) SmartDollar believes such suspension is necessary to comply with any applicable law or order of any governmental authority.

## **Use and Disclosure of Confidential Information**

"Confidential Information" shall mean (a) the terms of this Agreement, (b) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary," or (c) any information which by its nature should be reasonably considered confidential. Each party will protect and safeguard the other party's Confidential Information with at least the same care used for its own Confidential Information of a similar nature, but no less than reasonable care.

Except as expressly permitted by this Agreement, a party may not (a) disclose the other party's Confidential Information except (i) to its employees or contractors who have a need to know and are bound by confidentiality terms at least as restrictive as those contained in this "Use and Disclosure of Confidential Information" section, or (ii) to the extent required by law, but only after giving prompt notice of the required disclosure to the other party; neither may a party (b) use the other party's Confidential Information for any purpose other than (i) to perform its obligations or exercise its rights under this Agreement, or (ii) in the case of SmartDollar as the receiving party, to develop new or improve existing products and services.

## **Equitable Relief**

An actual or threatened disclosure of Confidential Information in violation of this Agreement may cause immediate irreparable harm without adequate remedy at law. If a party breaches

or threatens to breach its obligations with regard to Confidential Information, then the other party may seek equitable relief to stop or prevent the breach. The party seeking relief is not required to post a bond or other security or prove the inadequacy of other available remedies. This “Equitable Relief” section does not limit any other remedy available to either party.

## **Intellectual Property**

SmartDollar reserves all rights not expressly granted to Company in this Agreement, including all right, title, and interest to all work developed for or delivered to Company under this Agreement. SmartDollar solely owns all changes, modifications, improvements, copyrights, trademarks, and new modules to the Program, whether made or developed at Company’s request, or in cooperation with Company. SmartDollar may, from time to time, seek Company and/or Eligible Employee input when considering and testing improvements and enhancements to the Program (collectively, “Improvements”). Company hereby authorizes SmartDollar to seek such input on Improvements from Company and/or Eligible Employees through any lawful means, including through the administration of the Program, within the SmartDollar website, or within the EveryDollar® application. All feedback, statements, suggestions, or ideas given by Company and/or Eligible Employees to SmartDollar may be used to develop new or enhance existing SmartDollar products or services (including the Program) and will be owned solely and exclusively by SmartDollar. Nothing herein shall require SmartDollar to implement any Improvement it may be testing with Company and/or Eligible Employee.

## **Use of Company Intellectual Property**

During the Term or any renewal term, Company grants SmartDollar a limited license to use and display Company’s copyrights, trademarks, and service marks, solely to the extent necessary for SmartDollar to perform its obligations under this Agreement and to display Company’s name and logo on SmartDollar’s website and other marketing solely to identify Company as a SmartDollar customer.

## **Program Warranty**

SmartDollar warrants that the Program will perform in material accordance with the functional specifications in the applicable documentation.

## **Warranty Disclaimer**

EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SMARTDOLLAR MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES CONCERNING THE PROGRAM. SMARTDOLLAR DISCLAIMS, FOR ITSELF, ITS AFFILIATES, AND THEIR RESPECTIVE THIRD PARTY LICENSORS, IF ANY, ANY AND ALL OTHER EXPRESS

OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROGRAM, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES CONCERNING INFRINGEMENT, TITLE, CONDITION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTIES THAT THE PROGRAM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. SMARTDOLLAR DOES NOT WARRANT THAT THE PROGRAM WILL YIELD ANY PARTICULAR BUSINESS OR FINANCIAL RESULT OR MEET COMPANY'S REQUIREMENTS. SMARTDOLLAR IS NOT RESPONSIBLE FOR INTERNET OUTAGES OR OTHER FAULTS IN INTERNET SERVICES.

## **Exclusive Remedy**

COMPANY'S ONLY REMEDY FOR SMARTDOLLAR'S BREACH OF ANY WARRANTY WILL BE SMARTDOLLAR'S REPAIR, REPLACEMENT, OR RE-PERFORMANCE OF THE NONCONFORMING PRODUCT OR SERVICE.

## **Input Errors**

SMARTDOLLAR IS NOT RESPONSIBLE FOR THE ACCURACY OR QUALITY OF ANY MESSAGES, INFORMATION, OR DATA PROVIDED BY COMPANY, ANY ELIGIBLE EMPLOYEES, OR OTHER USERS OF THE PROGRAM. SMARTDOLLAR IS NOT RESPONSIBLE FOR ANY ERRORS IN THE PROGRAM CAUSED BY INACCURATE MESSAGES, INFORMATION, OR DATA PROVIDED BY COMPANY, ELIGIBLE EMPLOYEES, OR OTHER USERS.

## **Limitation of Liability**

SMARTDOLLAR'S CUMULATIVE LIABILITY TO COMPANY FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON, OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AMOUNT COMPANY PAID TO SMARTDOLLAR FOR THE PROGRAM, LESS ANY REFUNDS, CREDITS, OR PASS-THROUGH FEES, DURING THE ROLLING TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

## **Exclusion of Damages**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD-PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST ROYALTIES, LOST REVENUE, LOSS OF BUSINESS, LOSS OF REPUTATION OR GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, DELAYS, LOSS OF DATA, OR INTERRUPTION OF SERVICE ARISING FROM OR RELATING TO ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE

PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF, ANY SUCH LOSS OR DAMAGE.

## **Material Consideration**

THE FOREGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION FOR SMARTDOLLAR'S ENTRY INTO THIS AGREEMENT.

## **Governing Law and Venue**

This Agreement is governed by the laws of the state of Tennessee, without application of any law that would lead to the application of the laws of any other state. The Uniform Commercial Code will not apply to this Agreement. The federal and state courts in Williamson County, Tennessee have exclusive venue for all actions related to this Agreement. The parties' consent to personal jurisdiction in those courts and waive all claims to a more convenient forum. The parties must commence any action relating to this Agreement, other than collection of outstanding payments, within one (1) year of the date upon which the cause of action accrued.

## **Force Majeure**

Except for Company's payment obligations hereunder, neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply, or communications, pandemics, epidemics, or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

## **Relationship of Parties**

Each party is an independent contractor of the other party. Neither party can bind the other party or create any right or obligation for the other party.

## **Entire Agreement and Severability**

This Agreement contains all the terms agreed upon by the parties and supersedes any other communications related to the subject matter of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unlawful, void, or unenforceable, to any extent, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. No terms in Company purchase orders are binding on the parties.

## Survival of Provisions

The following Agreement provisions, shall survive the expiration or termination of this Agreement, as will any other provisions specifically stated within the provision as surviving the expiration or termination of this Agreement: (a) Invoicing and Payment; (b) Taxes; (c) Intellectual Property; (d) Use and Disclosure of Confidential Information; (e) Equitable Relief; (f) Limitation of Liability; (g) Governing Law and Venue; (h) Entire Agreement and Severability; and (i) Survival of Provisions.

Version 3. Last Updated: 10/14/2022.



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## RESOLUTION NO. 2022-279-R

### A RESOLUTION APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR GOODLAND POUR HOUSE, LLC DOING BUSINESS AS GOODLAND POUR HOUSE

**WHEREAS**, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a restaurant retail liquor license to Goodland Pour House, LLC, doing business as Goodland Pour House, which has applied for said license for its location at 12110 County Line Road; and

**WHEREAS**, the Revenue Director has received written approval for the application of Goodland Pour House, LLC from the Madison Police Department, which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC restaurant retail liquor license to Goodland Pour House, LLC for its 12110 County Line Road 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, as well as the approval of both the Building and Fire Departments, the Revenue Director is authorized to issue a City restaurant retail liquor license to Goodland Pour House, LLC

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of October 2022.

---

*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_\_ day of October 2022.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

**ORDINANCE NO. 2022-230**  
**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING;**  
**AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY**  
**CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO R-1A**  
**(LOW DENSITY RESIDENTIAL DISTRICT).**

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

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

**151 FORREST DRIVE**  
**LOT 5, BLOCK 1, RAINBOW, 2<sup>ND</sup> ADDITION, PLAT BOOK 6, PAGE 75**

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

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 24<sup>th</sup> day of October 2022.

\_\_\_\_\_  
**Greg Shaw, Council President**  
**City of Madison, Alabama**

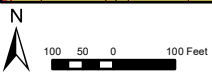
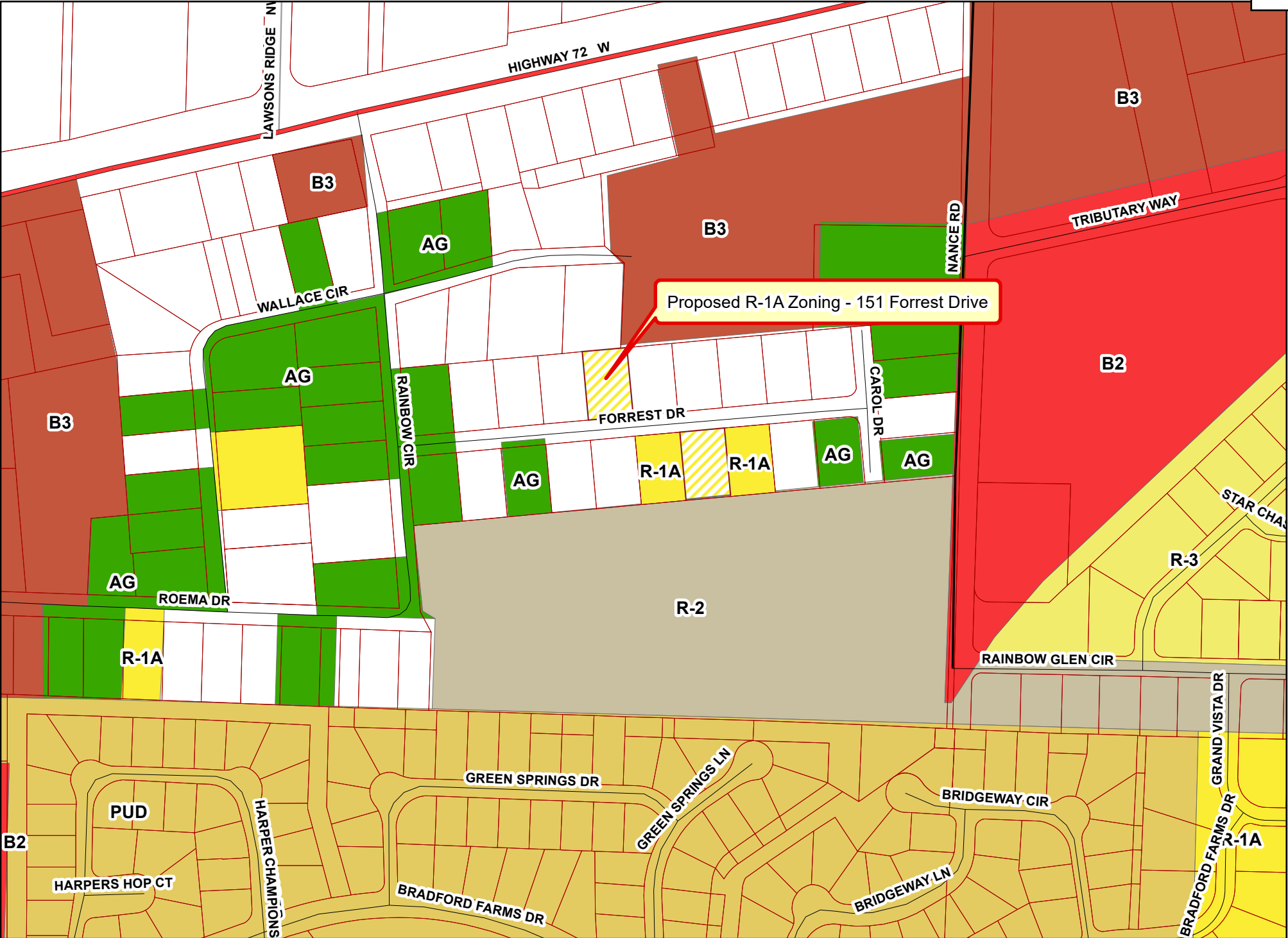
**ATTEST:**

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

Approved this \_\_\_\_ day of October 2022.

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





Proposed R-1A Zoning - 151 Forrest Drive

## ORDINANCE NO. 2022-232

### AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING; AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED TO TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT).

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

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

STATE OF ALABAMA  
COUNTY OF MADISON

I, J.W. KENNEDY, A LICENSED LAND SURVEYOR IN THE STATE OF ALABAMA HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 3 SOUTH OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA; THENCE, SOUTH 01 DEGREES 15 MINUTES 36 SECONDS WEST, A DISTANCE OF 30.65 FEET TO A 1/2" REBAR SET AND CAPPED "JWK&A C1-1098LS", SAID POINT BEING ON THE SOUTH MARGIN OF HUNTSVILLE-BROWNS FERRY ROAD, A RIGHT OF WAY OF VARYING WIDTH, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE FROM THE POINT OF BEGINNING AND ALONG SAID SOUTH MARGIN OF HUNTSVILLE-BROWNS FERRY ROAD, SOUTH 88 DEGREES 50 MINUTES 53 SECONDS EAST, A DISTANCE OF 405.18 FEET TO A 5/8" REBAR FOUND;  
THENCE, SOUTH 88 DEGREES 48 MINUTES 04 SECONDS EAST, A DISTANCE OF 210.29 FEET TO A 5/8" REBAR FOUND;  
THENCE, SOUTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 220.64 FEET TO A 5/8" REBAR FOUND;  
THENCE, SOUTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 529.16 FEET TO A 1/2" REBAR SET AND CAPPED "JWK&A CA-1098LS", SAID POINT BEING THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN VOLUME: 669, PAGE 38 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA;  
THENCE LEAVING SAID SOUTH MARGIN AND ALONG THE WEST BOUNDARY OF SAID PROPERTY, SOUTH 01 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 275.02 FEET TO A 1/2" REBAR SET AND CAPPED "JWK&A-1098LS",  
THENCE ALONG THE SOUTH BOUNDARY OF SAID PROPERTY, SOUTH 88 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 283.02 FEET TO 1/2" REBAR SET AND CAPPED "JWK&A CA-1098LS", SAID POINT BEING LOCATED IN A FENCE;  
THENCE ALONG SAID FENCE, SOUTH 01 DEGREES 48 MINUTES 36 SECONDS WEST, A DISTANCE OF 2355.91 FEET TO A CONCRETE MONUMENT FOUND;

THENCE, NORTH 88 DEGREES 56 MINUTES 47 SECONDS WEST, A DISTANCE OF 810.33 FEET TO A RAILROAD SPIKE FOUND;  
 THENCE, NORTH 88 DEGREES 47 MINUTES 29 SECONDS WEST, A DISTANCE OF 839.69 FEET TO A 5/8" REBAR FOUND;  
 THENCE, NORTH 01 DEGREES 50 MINUTES 59 SECONDS EAST, A DISTANCE OF 2622.20 FEET TO A 5/8" CAPPED IRON PIN FOUND G.M.C.;  
 THENCE, NORTH 01 DEGREES 15 MINUTES 36 SECONDS EAST, A DISTANCE OF 9.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 97.85 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS RECORDED OR UNRECORDED FOR PUBLIC UTILITIES AND/OR RIGHT OF WAY.

**SECTION 2.** That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be TND (Traditional Neighborhood Development).

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 24<sup>th</sup> day of October 2022.

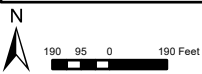
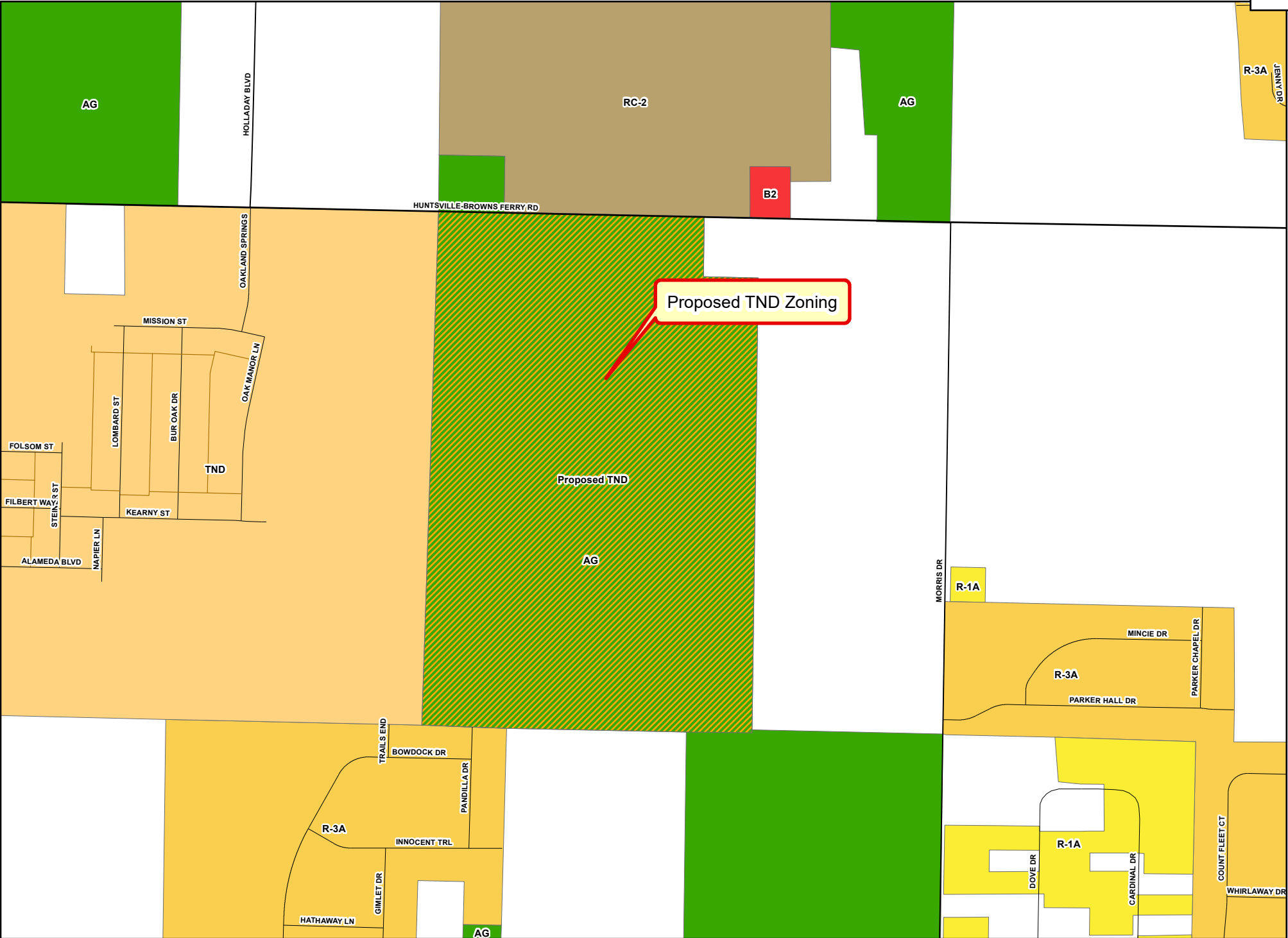
\_\_\_\_\_  
**Greg Shaw, *Council President***  
**City of Madison, Alabama**

**ATTEST:**

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

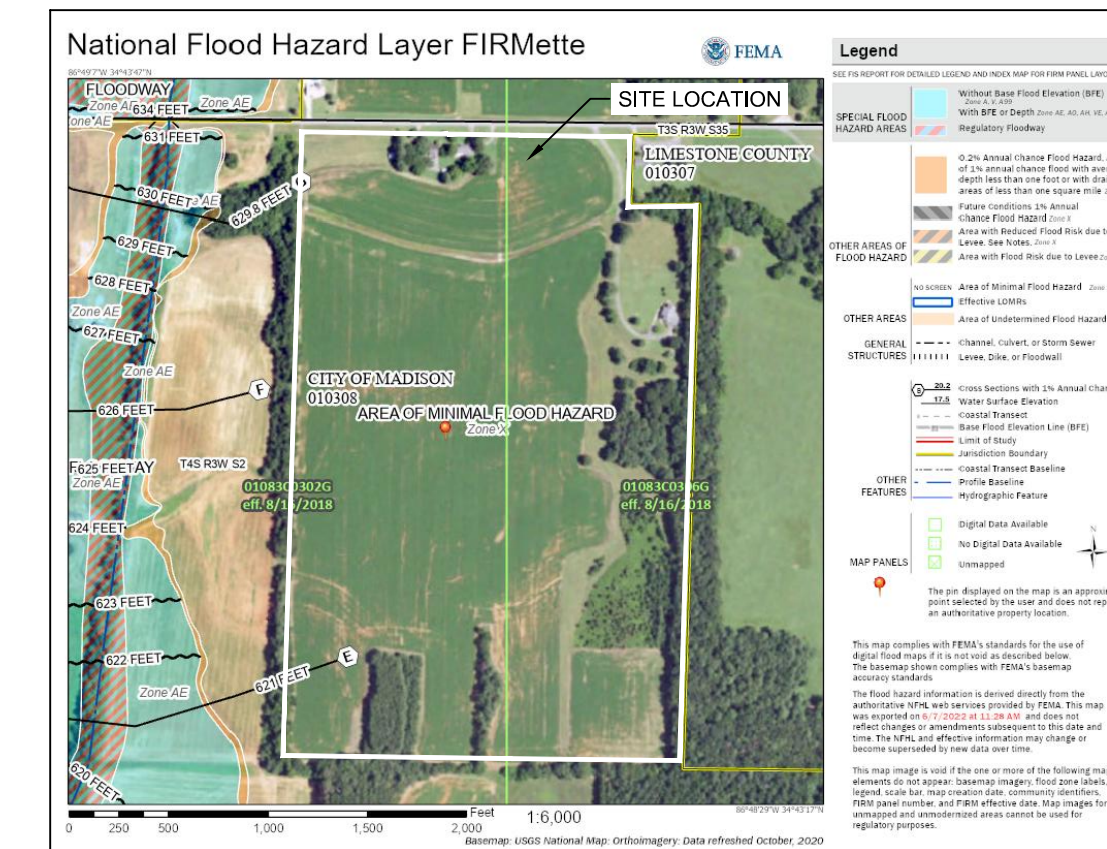
**APPROVED** this \_\_\_\_ day of October 2022.

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



Proposed TND Zoning



[illegible]

# SITE LOCATION MAP

NOT TO SCALE

## GENERAL NOTES:

1. SITE BOUNDARY AND TOPOGRAPHY INFORMATION PROVIDED BY CITY OF MADISON GIS.

**P: (770) 451-2741 F: (770) 451-3915**

**DEC+**

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING  
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350 RESEARCH COURT STE 200  
PEACHTREE CORNERS, GA 30092

PROJECT

**HUNTSVILLE  
BROWNSFERRY  
ROAD**

**A MASTER PLANNED RESIDENTIAL  
DEVELOPMENT**

A

28580, 28600 & 28720  
HUNTSVILLE BROWN ROAD  
MADISON, ALABAMA 35756

CITY OF MADISON/  
MADISON COUNTY JURISDICTION

FOR

**McKINLEY HOMES**

MUNICIPALITY PROJECT #

## REVISIONS

[illegible]

THIS SEAL IS ONLY VALID IF COUNTER SIGNED  
AND DATED WITH AN ORIGINAL SIGNATURE.

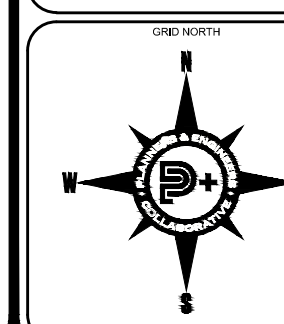
## PRELIMINARY

NOT TO BE RELEASED FOR CONSTRUCTION

# MASTER REZONING PLAN



SCALE: 1" = 150'  
DATE: 06/07/2022  
PROJECT: 22141.00



# Z1

SHEET



**ORDINANCE NO. 2022-234**

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO AMENDING  
THE OFFICIAL ZONING ORDINANCE, AS LAST AMENDED, BY  
REVISING SECTION 4-9 M-1 RESTRICTED INDUSTRIAL DISTRICT AND  
SECTION 4-10 M-2 GENERAL INDUSTRIAL DISTRICT TO INCREASE  
THE MAXIMUM BUILDING HEIGHT.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA,  
THAT SECTION 4-9-3 AND SECTION 4-10-3 SHOWN BELOW ARE AMENDED AS  
FOLLOWS:**

**SECTION 2.** Effective Date. This Ordinance shall become effective upon the final passage and adoption thereof by the City Council of the City of Madison, Alabama, and upon its publication as required by law.

Section 4-9. M-1 Restricted Industrial District

*4-9-3 Dimensional Requirements in the M-1 District*

6. Maximum height: 65 feet/4 stories, 65 feet/4 stories, except when the lot abuts a lot with a residential use or zone, the maximum height shall be 35 feet/2 stories for industrial buildings within 200 feet of the residential use or zoning,

Section 4-10. M-2 General Industrial District

*4-10-3 Dimensional Requirements in the M-2 District*

6. Lot Coverage: Main and accessory buildings shall not cover more than fifty (50) percent of the lot area. Not less than 20% of the gross plat area shall be maintained as an open landscaped yard.

7. Maximum height: 65 feet/4 stories, except when the lot abuts a lot with a residential use or zone, the maximum height shall be 35 feet/2 stories for industrial buildings within 200 feet of the residential use or zoning,

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this 24<sup>th</sup> day of October 2022.

---

**Greg Shaw, Council President  
City of Madison, Alabama**

**ATTEST:**

---

*Lisa Thomas, City Clerk-Treasurer*

**City of Madison, Alabama**

Approved this \_\_\_\_\_ day of October 2022.

---

*Paul Finley, Mayor*

**City of Madison, Alabama**

**RESOLUTION NO. 2022-274-R****A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH CDG, 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 CDG, Inc., for engineering design services for improvements to the Wall Triana Highway and Gillespie Road Intersection, 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 CDG Inc., for an amount not to exceed Thirty-one Thousand and four hundred dollars ( \$31,400) and execute payment in the 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 24th day of October 2022.

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*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this 24<sup>th</sup> day of October 2022.

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*Paul Finley, Mayor*  
City of Madison, Alabama





6767 Old Madison Pike  
Suite 240  
Huntsville, AL 35806  
Tel (256) 539-7470  
Fax (256) 539-7473

cdge.com

October 03, 2022

Mrs. Michelle Dunson, PE  
Deputy City Engineer  
100 Hughes Road  
Madison, AL 35758

**Re: Proposal for Professional Engineering Services  
Intersection Improvements at Wall Triana Highway and Gillespie Road  
City of Madison  
Madison County, Alabama**

Dear Mrs. Dunson,

CDG, Inc. (CDG) is pleased to submit this proposal for the intersection improvements at Wall Triana Highway and Gillespie Road. We understand the importance of this project to the City and how it will help create better connectivity for pedestrians to the intersection as well as improving existing traffic signal items.

#### **SCOPE OF WORK**

Generally, the scope of work includes analysis of the existing intersection conditions and development of an upgraded signalized intersection. Additionally, it is the intention to design and develop a plan set appropriate for letting the project if the City desires. This scope includes field survey, traffic signal design, and design plans. We understand the project will be funded by the City of Madison and will satisfy Madison City Engineering standard specifications and details.

More specifically, CDG will provide engineering services as outlined in the "Attachment A – Scope of Work" document attached to this proposal letter.



### **Budget**

CDG proposes to complete the noted scope of services according to the schedule below, to be paid periodically as work progresses:

<b>Scope of Work</b>	<b>Proposed Fee (Lump Sum)</b>
Field Survey (Supplemental)	\$3,000
Traffic Signal Design Plans	\$25,100
Letting Assistance & Contract Procurement	\$3,300
<b>Total Project Cost</b>	<b>\$31,400</b>

We appreciate the opportunity to submit this proposal and are very excited to work with you on this project. If you have any questions, please don't hesitate to call.

Sincerely,  
CDG Engineers & Associates, Inc.

Adam Crenshaw, CPESC, CFM  
Project Manager

Matt Hawes, PE  
Transportation Practice Leader

Enclosures: Attachment A – Scope of Work



## Attachment A – Scope of Work

Intersection Improvements at Wall Triana Highway and Gillespie Road  
 Project No. R929122555  
 Madison City  
 Madison County, Alabama

### Project Overview and Scope

CDG, Inc. (CDG) has been contacted by Madison City (City) to design intersection improvement at Wall Triana Highway and Gillespie Road as part of an ongoing utility design project. The existing intersection consists of four legs with two (2) signal poles supporting two (2) mast arms per pole located in the Northwest and Southeast quadrants of the intersection. The existing intersection lane configuration includes left turn lanes on all four (4) legs and the eastbound leg having a dedicated right turn lane. The scope of the requested intersection improvements are as follows:

- Evaluate the existing pole layout and assure the poles are properly located based on recommended setbacks from the traffic signal design guide.
- Develop a signal layout sheet to include all the necessary signal items that would be required for a four-legged, mast-arm intersection including upgraded video detection and pedestrian signal heads.
- At the request of the City, the upgraded signal design will utilize the current signal timings and the City will make field adjustment during construction based on field observation following signal activation.
- Evaluate the existing sidewalk configuration and make any necessary adjustments for connectivity to the intersection. Adjustments include:
  - ADA sidewalk ramps at sidewalk connections to the intersection.
  - Striping plan for cross walks.
- Relocate the existing overhead communications cable to underground conduit.
- Replace the existing pole mounted controller cabinet with a base mounted controller cabinet.

### Field Survey (Supplemental)

CDG has performed some survey at the intersection but will need to supplement that due to ongoing construction in the Northwest Quadrant of the intersection. CDG will provide supplemental topographic and location survey of the subject area in accordance with the Standards of Practice for Land Surveying in the State of Alabama. This survey is anticipated to include the following:

- All existing right-of-way lines and property lines within the limits of the scope will be established using publicly available deeds and plats. No boundary survey is anticipated and therefore is not included in this scope of work.
- Visible sanitary sewer and storm drainage structures will be traced one structure outside the project area with invert, top and pipe size dimensions gathered.
- All man-made improvements within the project scope area will be located.



## Attachment A – Scope of Work

Intersection Improvements at Wall Triana Highway and Gillespie Road  
 Project No. R929122555  
 Madison City  
 Madison County, Alabama

- Both above ground and below ground utilities will be located based on Alabama 811. Utility location services to be in accordance with Quality C of ASCE 38-02 or better.
- The Survey shall be tied to the Alabama State Plane Coordinate System NAD83 (East Zone) and Elevations will be referenced to NAVD88 Datum, 2011 geode model 12A.

### Traffic Signal Design Plans

- Develop a signal layout sheet for the upgraded signal design at the Wall Triana Highway and Gillespie Road Intersection.
- Signal design to include all the necessary signal items that would be required for a four (4) legged intersection with mast arm poles, video detection, and pedestrian signals.
- Develop traffic control phasing for signal construction as necessary.
- Develop quantities associated with the upgraded signal to be included in the opinion of probable cost estimate.
- This plan assembly will include the following sheets:
  - Title Sheet
  - Index Sheet
  - Standard Drawing Reference Sheet
  - Legend and Abbreviations Sheet
  - Traffic Signal and ITS Legend Sheet
  - Project Notes
  - Temporary Traffic Control Plan Notes Sheet
  - Traffic Signal Plan Notes Sheet
  - Summary of Quantities Sheets
  - Plan and Profile Sheets
  - Utility Sheets
  - Traffic Signal Sheet
  - Erosion and Sediment Control Sheets
  - Temporary Traffic Control Sheets
- Prepare designs and detailed contract plans at a horizontal scale of 1" = 50' and vertical scale of 1" = 5', completely dimensioned for roadway construction.
- Prepare construction cost estimates for review and consideration by Madison City as the project progresses through the design phases.
- Plans will be provided to utility owners within the area to identify any potential conflict with existing facilities.
- Facilitate plan review(s) by Madison City, as necessary for the project. Plan reviews are expected to consist of a 30% review and 90% review.
- Attend meetings as required, including one (1) project scoping meeting, one (1) 30% review and field inspection, and one (1) 90% review meeting and field inspection.



## Attachment A – Scope of Work

Intersection Improvements at Wall Triana Highway and Gillespie Road  
Project No. R929122555  
Madison City  
Madison County, Alabama

- Prepare specifications and contract documents suitable for receipt of bids by the City.

### Letting Assistance and Contract Procurement

- Assist the City with advertising the project for bids and fielding questions from contractors about the plans as needed.
- Assist with and attend the local letting of the subject project by the City.
- Assist with project award and contract procurement.
- Attend the preconstruction meeting.

### Exclusions

This scope of work does not include:

- Traffic Signal pole and foundation design;
- Geotechnical pole foundation evaluation;
- Traffic Signal Timings;
- Environmental Field Studies or Documentation;
- Right-of Way Document Preparation;
- Right-of-Way negotiations;
- Negotiations for impacts to personal property within the clear zone;
- Utility relocation design;
- Construction observation/inspection services;
- NPDES Application or fees;

**RESOLUTION NO. 2022-280-R**

**A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION RENEWAL  
WITH BENTLEY SYSTEMS, INC.**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew the annual software license subscription services with Carahsoft Technology Corp., a government aggregator and distributor for Bentley Systems, Inc., said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: Bentley Quote**. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24<sup>th</sup> day of October 2022.

\_\_\_\_\_  
*Greg Shaw, Council President*  
City of Madison, Alabama

ATTEST:

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

APPROVED this \_\_\_\_\_ day of October 2022.

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


**Invoice**

<b>Date</b> 8/23/2022	<b>Page</b> 1
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<b>Invoice Number</b> 34698902INV
--------------------------------------

Carahsoft Technology Corp.  
11493 Sunset Hills Road Ste 100  
Reston VA, 20190

**Phone:** (703) 871-8500  
**Fax:** (703) 871-8505

**To:**  
City of Madison - AL  
ATTN: Alicia Walden  
100 Hughes Road Suite 170  
MADISON, AL, 35758-1110

PO Number TBD	Order Date	Customer No.	Salesperson Maya Sinno	Quote No. 34698902	Ship VIA ESD	Terms NET 30
QTY Ord.	Item Number	Sart/End Date	Description		Unit Price	Extended Price
3.00	13221-27-USD-2	10/1/2022 9/30/2023	Bid Management Pre-Paid Annual Visa		2,852.00	8,556.00
			<b>Total Amount Due</b>		<b>8,556.00</b>	

Remit To:  
Carahsoft Technology Corporation  
11493 Sunset Hills Road Ste 100  
Reston, VA 20190  
FEIN 52-2189693 DUNS 088365767  
CA Sales Tax # SC OHB 100-529633

**Total Amount Due** **8,556.00**

For questions on this invoice, please contact AR at 703-581-6566

**ORDINANCE NO. 2022 - 287****ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN  
PROPERTY INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO  
ALABAMA CODE SECTIONS 11-42-20 THROUGH 24, INCLUSIVE, AS  
AMENDED**

**WHEREAS**, on October 20, 2022 the owners of the properties or territories described in this Ordinance, filed with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described in **EXHIBIT A: Description of Property**; and

**WHEREAS**, pursuant to Section 11-42-20-21 of the Code of Alabama, the owners and authorized representatives of the owners in whose names the Property is assessed for ad valorem tax purposes have executed annexation petitions, which accurately describe the Property, including **EXHIBIT A: Description of Property**, which shows the relationship of the Property to the current corporate limits of the City of Madison; and

**WHEREAS**, the Property is contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneously herewith, and none of the properties are located within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petitions and determined that the Petition meets all of the legal requirements of Alabama Code Sections 11-42-20 through 24, inclusive, as supplemented and amended, and has also determined that incorporation of the Property will form a homogenous part of the City of Madison and that it is in the public interest for said Property to be brought within the corporate limits of the City of Madison, Alabama; and

**WHEREAS**, the Property proposed for annexation is properly described in **EXHIBIT A: Description of Property**;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison Alabama, that the Property described in this Ordinance will form a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territories to incorporate the Property described in this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said Property into the City of Madison, Alabama,

**BE IT FURTHER RESOLVED** by the City Council of the City of Madison, Alabama that the boundary lines of the City of Madison, Alabama, shall be hereby altered, rearranged, and extended so as to include the Property, which is more particularly described in Exhibit A to this Ordinance,

**BE IT FURTHER RESOLVED** by the City Council of the City of Madison, Alabama, that Section 2-2(b)(1) of the Madison City Code shall be amended to enlarge Voting District 7 to include the Property within said district,



**BE IT FURTHER RESOLVED** by the City Council of the City of Madison, Alabama, that this Ordinance shall become effective upon publication of this Ordinance and that the Property described in this Ordinance shall be incorporated into the City limits of the City of Madison on said date of publication,

**BE IT FURTHER RESOLVED** by the City Council of the City of Madison, Alabama, that after the effective date of the Ordinance as provided in the preceding paragraph, the Mayor, the President of the City Council, and the City Clerk are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the Property in the Offices of the Judges of Probate of both Madison County, Alabama, and Limestone County, Alabama.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 14<sup>th</sup> day of November 2022.

\_\_\_\_\_  
***Greg Shaw, Council President***  
**City of Madison, Alabama**

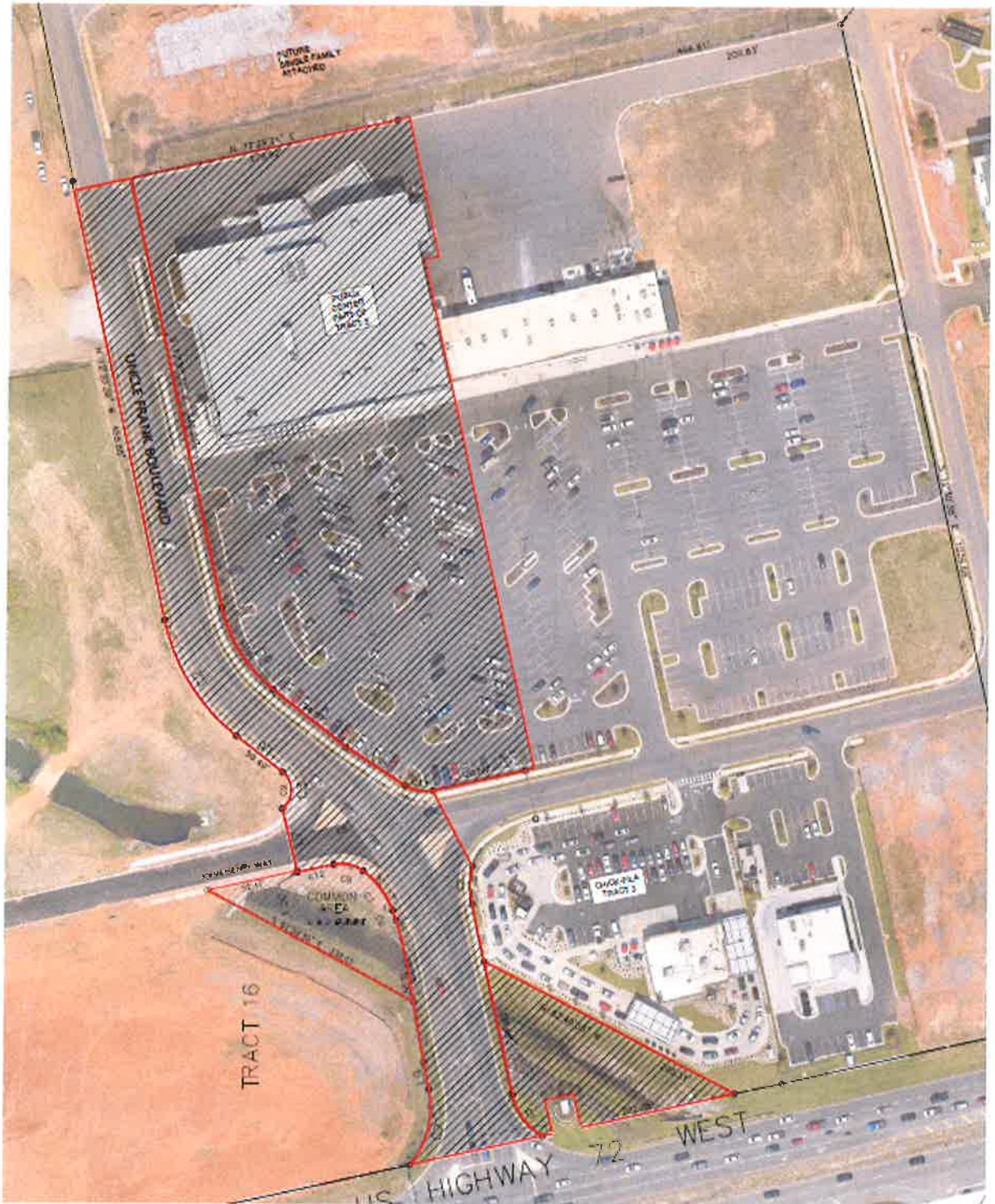
**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

EXHIBIT A







Planning & Economic Development Department  
100 Hughes Road, Madison, AL 35758  
256-772-5630  
www.madisonal.gov

## General Application

(Page 1 of 2 - submittal requirements on Page 2)

**Applicant:** Clift Home Place, LLC **Contact:** David Beasley

**Mailing Address:** 2101 Clinton Ave. W., Ste. 201  
Huntsville AL 35805  
City State Zip

**Applicant E-mail:** david@brelandcompanies.com **Applicant Phone #:** (256) 810-8223

**Engineering Firm:** Mullins LLC **Contact:** Jeff Mullins

**Mailing Address:** 2101 Clinton Ave. W., Ste. 503  
Huntsville AL 35805  
City State Zip

**Engineer E-mail:** jeff@mullinsllc.net **Engineer Phone #:** (256) 457-4821

**Property Owner:** Boone County Three, LLC **Property Owner Contact:** \_\_\_\_\_

**Mailing Address:** 300 West Vine Street, Ste. 2200  
Lexington KY 40507  
City State Zip

**Property Owner E-mail:** \_\_\_\_\_ **Property Owner Phone #:** \_\_\_\_\_

**Request (briefly identify and include any special requests):** \_\_\_\_\_

**Acreage:** 4.05 acres **Acreage to be Developed:** N/A

**Title of Site Plan** (If applicable. All site plan names must be approved by the Department prior to submittal):  
Annexation of Publix at Clift Farm as outlined in black on attached exhibit and identified in metes and bounds legal descr.

**Property Address** (if assigned): 417 John Henry Way, Madison, AL 35757

**Property Location:** North of Hwy 72, West of Wall Triana Hwy, East of Balch Rd

**Subdivision:** Clift Farm Phase 1, a portion of Tract 3 **Lot:** N/A **Block:** N/A

### For Department Use Only:

### Submittal Requirements (per Page 2)

- ☐ Annexation
- ☐ Appeal - \$350.00
- ☐ Certificate of Appropriateness
- ☐ Engineering Change Order - \$100.00
- ☐ Location, Character & Extent
- ☐ Master Plan/Comp Plan
- ☐ Site Plan - \$500.00
- ☐ Special Exception - \$350.00
- ☐ Variance - \$350.00
- ☐ Zoning Map or Text Amendment - \$1,500.00
- Concurrent Application: \_\_\_\_\_

- \_\_\_\_\_ application fee
- \_\_\_\_\_ complete application
- \_\_\_\_\_ 1/5 copies of plans folded individually
- \_\_\_\_\_ project description
- \_\_\_\_\_ A .pdf of the site plan on a CD with the project name indicated
- \_\_\_\_\_ Engineering Change Order items
- \_\_\_\_\_ photos of the subject property
- \_\_\_\_\_ list of property owners
- \_\_\_\_\_ drainage report

**Date Received** \_\_\_\_\_  
**Received By** \_\_\_\_\_

**Case #** \_\_\_\_\_

**Existing Zoning District:** \_\_\_\_\_  
**WSMP Place Type:** \_\_\_\_\_  
**Flood Zone** \_\_\_\_\_  
**Historic District** \_\_\_\_\_

I, Boone County Three, LLC (Print Property Owner) am the property owner of the subject property and have read and understood all statements including the filing requirements. I hereby affirm that this application may be denied, modified, or approved with modifications and/or contingencies and that such modifications and/or contingencies must be complied with prior to issuance of building permits. I hereby authorize Clift Home Place, LLC (Print Applicant) to act as representative in all matters concerning this application.

Robert Langer 10.20.22  
Signature of Property Owner Date

[Signature] 10/20/2022  
Signature of Applicant Date



Planning & Economic Development Department  
100 Hughes Road, Madison, AL 35758  
256-772-5630  
www.madisonal.gov

## General Application

(Page 2 of 2)

### Engineering Change Order for Site Plan Requirements

1. One copy of the requested change order and application fee
2. The change order plan must have the changes bubbled and noted on all drawings
3. Certificates for the City Engineer, Director of Planning and Madison Utilities shall be included on all plan pages for which changes are being requested.

### All other General Application Requirements

#### All other General Applications shall include the following at the time of submittal:

1. One copy of the completed, signed application and application fee (as indicated)
2. One copy of project plans folded individually, except Site Plan requests shall provide five copies
3. One copy of a detailed project description (Site Plan requests shall provide five copies), including as appropriate: proposed use and project, square footage, hours of operation, number of employees, reason for request, justification for variance, special exception (include required detailed business plan) or appeal

The following additional items will be required dependent on the application request and must also be submitted at the time of initial application submittal:

#### Certificate of Appropriateness

4. The project description shall include a description of work to be completed, including color and material changes, and photographs of the front and rear of existing structures. Information about the age of structures, and additions thereto, on the property shall be provided. Requests for demolition require a certified list of adjoining property owners within a 500 foot radius of the property boundary as well as a property redevelopment plan.

#### Site Plan

5. A .pdf of the plans on a CD with the project name indicated and .jpg photos of the subject property on same CD
6. A development standards matrix shall be shown on the site plan, showing required and provided building setbacks, building height, parking and landscaping information. Existing and proposed square footage shall be provided.
7. Utility data shall be provided, including contact information for person responsible for utilities fees and any proposed dedication of water or sewer main extensions.  
Domestic water meter size \_\_\_\_\_ Irrigation water meter size \_\_\_\_\_  
Fire line size \_\_\_\_\_ Grease trap required \_\_\_\_\_
8. A drainage report in .pdf format

#### Special Exception or Variance

9. A notarized list of adjoining property owners

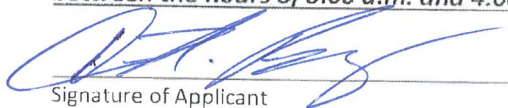
#### Zoning Map Amendment

10. A copy of the recorded deed
11. Legal description (if metes and bounds, provide a hardcopy and a Word version of the description)
12. A notarized list of property owners within 500 ft. radius of property boundary (on Tax Assessor's Letterhead or website)

#### Zoning Text Amendment

13. A notarized list of property owners within 500 ft. radius of property boundary (on Tax Assessor's Letterhead or website)

Appointments are not required for General Application submittal. Applications must be hand delivered between the hours of 8:00 a.m. and 4:00 p.m. unless alternative submittal method approved by Department.



Signature of Applicant

10/20/2022  
Date



PUBLIX SITE  
STATE OF ALABAMA:  
MADISON COUNTY:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS BEING LOT TRACT 3 AND A PART OF TRACT 3A OF THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 3.

THEN FROM THE POINT OF BEGINNING NORTH 77 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 279.92 FEET TO THE NORTHWEST CORNER OF TRACT 3A.

THEN ALONG THE NORTHERN BOUNDARY OF SAID TRACT NORTH 77 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 13.23 FEET TO A POINT.

THEN LEAVING SAID BOUNDARY SOUTH 12 DEGREES 30 MINUTES 38 SECONDS EAST A DISTANCE OF 145.09 FEET TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 14.68 FEET TO A POINT.

THEN SOUTH 12 DEGREES 30 MINUTES 38 SECONDS EAST A DISTANCE OF 529.58 FEET TO A POINT ON  
THE NORTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 105.72 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.50 FEET AND A DELTA ANGLE OF 44 DEGREES 35 MINUTES 04 SECONDS A DISTANCE OF 29.96 FEET (A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 13 MINUTES 06 SECONDS WEST, 29.21 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID BOUNDARY NORTH 57 DEGREES 55 MINUTES 33 SECONDS WEST A DISTANCE OF 73.25 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY NORTH 52 DEGREES 06 MINUTES 29 SECONDS WEST A DISTANCE OF 94.57 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 145.00 FEET AND A DELTA ANGLE OF 39 DEGREES 35 MINUTES 50 SECONDS A DISTANCE OF 100.21 FEET (A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 18 MINUTES 39 SECONDS WEST, 98.23 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY NORTH 12 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 446.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.05 ACRES MORE OR LESS.









Planning & Economic Development Department  
100 Hughes Road, Madison, AL 35758  
256-772-5630  
www.madisonal.gov

## General Application

(Page 1 of 2 - submittal requirements on Page 2)

**Applicant:** Clift Home Place, LLC **Contact:** David Beasley

**Mailing Address:** 2101 Clinton Ave. W., Ste. 201  
Huntsville AL 35805  
City State Zip

**Applicant E-mail:** david@brelandcompanies.com **Applicant Phone #:** (256) 810-8223

**Engineering Firm:** Mullins LLC **Contact:** Jeff Mullins

**Mailing Address:** 2101 Clinton Ave. W., Ste. 503  
Huntsville AL 35805  
City State Zip

**Engineer E-mail:** jeff@mullinsllc.net **Engineer Phone #:** (256) 457-4821

**Property Owner** Clift Home Place, LLC **Property Owner Contact** \_\_\_\_\_

**Mailing Address:** 2101 Clinton Ave. W., Ste. 201  
Huntsville AL 35805  
City State Zip

**Property Owner E-mail:** \_\_\_\_\_ **Property Owner Phone #:** - \_\_\_\_\_

**Request (briefly identify and include any special requests):** \_\_\_\_\_

**Acreage:** 0.75 acres **Acreage to be Developed:** N/A

**Title of Site Plan** (If applicable. All site plan names must be approved by the Department prior to submittal):  
Portion of Common Area "A", Clift Farm Ph. 1 and Common Area of Clift Farm Ph. 7B, as shown on attached Ex. and Descr.

**Property Address** (if assigned): N/A

**Property Location:** North of Hwy 72, West of Wall Triana Hwy, East of Balch Rd

**Subdivision:** See above **Lot:** N/A **Block:** N/A

For Department Use Only:	Submittal Requirements (per Page 2)	Date Received _____ Received By _____
<input type="checkbox"/> Annexation	_____ application fee	<b>Case #</b> _____ _____ _____
<input type="checkbox"/> Appeal - \$350.00	_____ complete application	
<input type="checkbox"/> Certificate of Appropriateness	_____ 1/5 copies of plans folded individually	
<input type="checkbox"/> Engineering Change Order - \$100.00	_____ project description	Existing Zoning District: _____ WSMP Place Type: _____ Flood Zone _____ Historic District _____
<input type="checkbox"/> Location, Character & Extent	_____ A .pdf of the site plan on a CD with the project name indicated	
<input type="checkbox"/> Master Plan/Comp Plan	_____ Engineering Change Order items	
<input type="checkbox"/> Site Plan - \$500.00	_____ photos of the subject property	
<input type="checkbox"/> Special Exception - \$350.00	_____ list of property owners	
<input type="checkbox"/> Variance - \$350.00	_____ drainage report	
<input type="checkbox"/> Zoning Map or Text Amendment - \$1,500.00		
Concurrent Application: _____		

I, Clift Home Place, LLC (Print Property Owner) am the property owner of the subject property and have read and understood all statements including the filing requirements. I hereby affirm that this application may be denied, modified, or approved with modifications and/or contingencies and that such modifications and/or contingencies must be complied with prior to issuance of building permits. I hereby authorize Clift Home Place, LLC (Print Applicant) to act as representative in all matters concerning this application.

Signature of Property Owner

Date

10/20/2022

Signature of Applicant

Date

10/20/2022



Planning & Economic Development Department  
100 Hughes Road, Madison, AL 35758  
256-772-5630  
www.madisonal.gov

## General Application

(Page 2 of 2)

### Engineering Change Order for Site Plan Requirements

1. One copy of the requested change order and application fee
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3. Certificates for the City Engineer, Director of Planning and Madison Utilities shall be included on all plan pages for which changes are being requested.

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#### All other General Applications shall include the following at the time of submittal:

1. One copy of the completed, signed application and application fee (as indicated)
2. One copy of project plans folded individually, except Site Plan requests shall provide five copies
3. One copy of a detailed project description (Site Plan requests shall provide five copies), including as appropriate: proposed use and project, square footage, hours of operation, number of employees, reason for request, justification for variance, special exception (include required detailed business plan) or appeal

The following additional items will be required dependent on the application request and must also be submitted at the time of initial application submittal:

#### Certificate of Appropriateness

4. The project description shall include a description of work to be completed, including color and material changes, and photographs of the front and rear of existing structures. Information about the age of structures, and additions thereto, on the property shall be provided. Requests for demolition require a certified list of adjoining property owners within a 500 foot radius of the property boundary as well as a property redevelopment plan.

#### Site Plan

5. A .pdf of the plans on a CD with the project name indicated and .jpg photos of the subject property on same CD
6. A development standards matrix shall be shown on the site plan, showing required and provided building setbacks, building height, parking and landscaping information. Existing and proposed square footage shall be provided.
7. Utility data shall be provided, including contact information for person responsible for utilities fees and any proposed dedication of water or sewer main extensions.  
Domestic water meter size \_\_\_\_\_ Irrigation water meter size \_\_\_\_\_  
Fire line size \_\_\_\_\_ Grease trap required \_\_\_\_\_
8. A drainage report in .pdf format

#### Special Exception or Variance

9. A notarized list of adjoining property owners

#### Zoning Map Amendment

10. A copy of the recorded deed
11. Legal description (if metes and bounds, provide a hardcopy and a Word version of the description)
12. A notarized list of property owners within 500 ft. radius of property boundary (on Tax Assessor's Letterhead or website)

#### Zoning Text Amendment

13. A notarized list of property owners within 500 ft. radius of property boundary (on Tax Assessor's Letterhead or website)

Appointments are not required for General Application submittal. Applications must be hand delivered between the hours of 8:00 a.m. and 4:00 p.m. unless alternative submittal method approved by Department.



Signature of Applicant

10/20/2022  
Date





PUBLIX ANNEXATION EXHIBIT



COMMON AREA – CLIFT FARM PHASE 7B DESCRIPTION  
 STATE OF ALABAMA:  
 MADISON COUNTY:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS THE COMMON AREA AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 7B, AS RECORDED IN PLAT BOOK 2022, PAGE 99 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF TRACT 16 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 92.47 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 1.50 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 37.52 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.5 FEET AND A DELTA ANGLE OF 48 DEGREES 19 MINUTES 22 SECONDS A DISTANCE OF 32.47 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 20 MINUTES 57 SECONDS EAST, 31.542 FEET) TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 33 DEGREES 09 MINUTES 40 SECONDS A DISTANCE OF 51.22 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 37 DEGREES 36 MINUTES 26 SECONDS EAST, 50.51 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 10 DEGREES 59 MINUTES 07 SECONDS EAST A DISTANCE OF 10.78 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 295.5 FEET AND A DELTA ANGLE OF 08 DEGREES 38 MINUTES 35 SECONDS A DISTANCE OF 44.58 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 14 DEGREES 37 MINUTES 05 SECONDS EAST, 44.53 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 10 DEGREES 17 MINUTES 48 SECONDS EAST A DISTANCE OF 39.98 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 61 DEGREES 59 MINUTES 50 SECONDS WEST A DISTANCE OF 239.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.

PORTION OF COMMON AREA "A" – CLIFT FARM PHASE 1  
 STATE OF ALABAMA:  
 MADISON COUNTY:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS A PART OF COMMON AREA "A" AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF TRACT 4 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 202.38 FEET TO A POINT.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 161.85 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST A DISTANCE OF 35.04 FEET TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 30.14 FEET TO A POINT.

THEN SOUTH 12 DEGREES 39 MINUTES 38 SECONDS EAST A DISTANCE OF 35.04 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 10./39 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH AS A RADIUS OF 63.00 FEET AND A DELTA ANGLE OF 48 DEGREES 31 MINUTES 45 SECONDS A DISTANCE OF 53.36 FEET (A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 33 MINUTES 26 SECONDS WEST, 51.78 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN NORTH 12 DEGREES 17 MINUTES 36 SECONDS WEST, 138.66 FEET TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 62 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 290.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.45 ACRES MORE OR LESS.

UNCLE FRANK BOULEVARD RIGHT OF WAY  
STATE OF ALABAMA:  
MADISON COUNTY:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF TRACT 3 OF THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA.

THEN FROM THE POINT OF BEGINNING SOUTH 12 DEGREES 30 MINUTES 39 SECONDS EAST A DISTANCE OF 446.91 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 145.00 FEET AND A DELTA ANGLE OF 39 DEGREES 35 MINUTES 50 SECONDS A DISTANCE OF 100.21 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 32 DEGREES 18 MINUTES 34 SECONDS EAST, 98.23 FEET TO A POINT.

THEN, SOUTH 52 DEGREES 06 MINUTES 29 SECONDS EAST A DISTANCE OF 94.57 FEET TO A POINT.

THEN SOUTH 57 DEGREES 55 MINUTES 33 SECONDS EAST A DISTANCE OF 73.25 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 38.50 FEET AND A DELTA ANGLE OF 44 DEGREES 35 MINUTES 04 SECONDS A DISTANCE OF 29.96 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 80 DEGREES 13 MINUTES 06 SECONDS EAST, 29.21 FEET TO A POINT.

THEN SOUTH 28 DEGREES 02 MINUTES 36 SECONDS EAST A DISTANCE OF 86.76 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 25 DEGREES 07 MINUTES 34 SECONDS A DISTANCE OF 38.81 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 16 MINUTES 11 SECONDS WEST, 38.50 FEET) TO A POINT.

THEN SOUTH 12 DEGREES 17 MINUTES 36 SECONDS EAST A DISTANCE OF 198.08 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 63.00 FEET AND A DELTA ANGLE OF 48 DEGREES 31 MINUTES 45 SECONDS A DISTANCE OF 53.36 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 33 MINUTES 26 SECONDS EAST, 51.78 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY NO. 72.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 138.70 FEET TO A POINT.

THEN LEAVING SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 53 DEGREES 09 MINUTES 06

SECONDS A DISTANCE OF 82.10 FEET (A CHORD BEARING AND DISTANCE OF NORTH 14 DEGREES 16 MINUTES 57 SECONDS EAST, 79.19 FEET TO A POINT.

THEN NORTH 12 DEGREES 17 MINUTES 36 SECONDS WEST A DISTANCE OF 28.12 FEET TO A POINT.

THEN NORTH 10 DEGREES 17 MINUTES 48 SECONDS WEST A DISTANCE OF 102.43 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 295.50 FEET AND A DELTA ANGLE OF 10 DEGREES 44 MINUTES 09 SECONDS A DISTANCE OF 55.37 FEET (A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES 39 MINUTES 52 SECONDS, 55.29 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE O THE LEFT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 33 DEGREES 09 MINUTES 19 SECONDS A DISTANCE OF 51.21 FEET (A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES 36 MINUTES 36 SECONDS WEST A DISTANCE OF 50.50 FEET TO A POING.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 38.50 FEET AND A DELTA ANGLE OF 48 DEGREES 19 MINUTES 22 SECONDS A DISTANCE OF 32.47 FEET (A CHORD BEARING AND DISTANCE OF NORTH 78 DEGREES 20 MINUTES 56 SECONDS WEST, 31.52 FEET) TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 37.52 FEET TO A POINT.

THEN NORTH 13 DEGREES 36 MINUTES 44 SECONDS WEST A DISTANCE OF 66.55 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE LEFT WHICH HAS A RADIUS OF 23.50 FEET AND A DELTA ANGLE OF 104 DEGREES 26 MINUTES 30 SECONDS A DISTANCE OF 42.84 FEET (A CHORD BEARING AND DISTANCE OF NORTH 00 DEGREES 06 MINUTES 46 SECONDS EAST, 37.15 FEET TO A POINT.

THEN NORTH 52 DEGREES 06 MINUTES 29 SECONDS WEST A DISTANCE OF 59.49 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 205.00 FEET AND A DELT ANGLE OF 39 DEGREES 35 MINUTES 50 SECONDS A DISTANCE OF 141.68 FEET (A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 18 MINUTES 34 SECONDS WEST, 138.87 FEET TO A POINT.

THEN NORTH 12 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 446.91 FEET TO A POINT.

THEN NORTH 77 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.85 ACRES MORE OR LESS.

**RESOLUTION NO. 2022-288-R****A RESOLUTION AUTHORIZING VIDEO RECORDING AND  
ARCHIVING OF THE OCTOBER 19, 2022 CITY COUNCIL WORK  
SESSION AND SPECIAL SESSION**

**WHEREAS**, the City Council adopted Resolution No. 2021-381-R to provide a policy for video streaming, recording and long-term archiving of City Council, Planning Commission and Zoning Board of Adjustment meetings; and

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the October 19, 2022 City Council Work Session and Special Session shall be archived and made available for subsequent viewing;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of October 2022.

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*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this 19th day of October, 2022.

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*Paul Finley, Mayor*  
City of Madison, Alabama

## ORDINANCE NO. 2022-228

### ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OR TERRITORY INTO THE CITY OF MADISON, ALABAMA, PURSUANT TO *ALA. CODE §§ 11-42-20 THROUGH -24, INCLUSIVE, AS AMENDED.*

**WHEREAS**, on August 4, 2022, **Point Place, LLC** being the owner of the property or territory hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described property or territory be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

**151 Forrest Drive  
Lot 5, Block 1, Rainbow, 2<sup>nd</sup> Addition, Plat Book 6, Page 75**

**WHEREAS**, said petition was executed by **Point Place, LLC**, the owner of said property or territory, as the same is assessed for ad valorem tax purposes, and filed together with a map showing its relationship to the present corporate limits of the City of Madison, Alabama; and

**WHEREAS**, said property is contiguous to the present boundary of the City of Madison, Alabama, or will become contiguous pursuant to the annexation of lands annexed simultaneous herewith, and it does not lie within the corporate limits or police jurisdiction of any other municipality; and

**WHEREAS**, the City Council of the City of Madison, Alabama, the governing body of said municipality, has evaluated the petition and determined that it has met all of the legal requirements of *Ala. Code §§ 11-42-20 through -24, inclusive*, as supplemented and amended, and has also endeavored to determine if the subject property forms a homogenous part of the City of Madison and if it would be in the public interest for said property or territory to be brought within the corporate limits of the City of Madison, Alabama;

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

Section 1. That the City Council of the City of Madison, Alabama, the governing body of said municipality, hereby finds and declares that said land or territory forms a homogenous part of the City of Madison, Alabama, and that it is in the best interest of the citizens of Madison, Alabama, and the citizen or citizens of the affected territory to bring the property or territory described in Section 2 of this Ordinance into the City of Madison, Alabama, and the said City Council does hereby assent to the annexation of said property or territory into the City of Madison, Alabama.

**151 Forrest Drive  
Lot 5, Block 1, Rainbow, 2<sup>nd</sup> Addition, Plat Book 6, Page 75**

Section 2. That the boundary lines of the City of Madison, Alabama, be, and the same are hereby, altered, rearranged, and extended so as to include the real property or territory more particularly described as follows:

Section 3. That the Mayor and Presiding Officer of the City Council of the City of Madison, Alabama, and the City Clerk of said municipality are hereby authorized and directed, for and on behalf of the governing body of said municipality, to file a description of the property or territory herein annexed in the Offices of the Judges of Probate of Madison County, Alabama, and Limestone County, Alabama.

Section 4. That *Madison Code* § 2-2 (b) (1) be amended to enlarge **Voting Districts 5** to include the lands annexed hereby within said district.

Section 5. That this Ordinance shall become effective and that the property or territory described in this Ordinance shall become a part of the corporate limits of the City of Madison, Alabama, upon satisfaction of the following conditions:

- (a) final publication of this ordinance as required by law; and
- (b) application for rezoning being properly made by the lawful owners.

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 24th day of October, 2022.

\_\_\_\_\_  
**Greg Shaw, Council President**  
**City of Madison, Alabama**

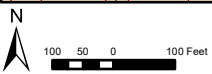
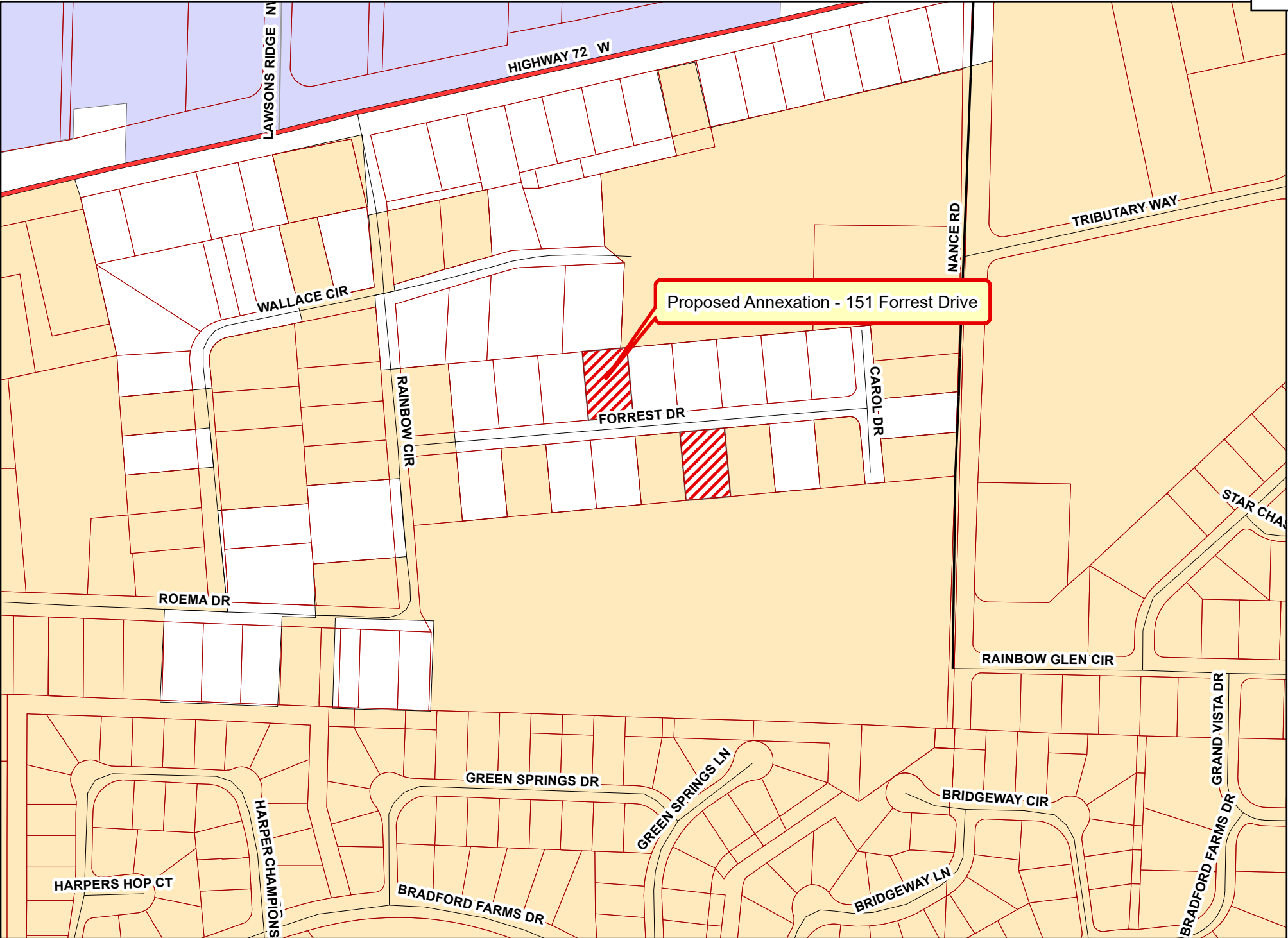
**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of October 2022.

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





151 Forrest Drive Annexation

## ORDINANCE NO. 2022-260

### AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN WILLOW CREEK 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 Nathan James Pierluissi, requesting the vacation of utility and drainage easement located within Lot 81 of Willow Creek, Phase 3, Part 1 and further described as follows:

STATE OF ALABAMA  
COUNTY OF MADISON

ALL THAT PART OF LOT 81, ACCORDING TO THE MAP OR PLAT OF WILLOW CREEK, PHASE 3, PART 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, PHASE 3, PART 1 (DOC. NO. 2019-00003077), A RESUBDIVISION OF TRACT A OF WILLOW CREEK, PHASE 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, A RESUBDIVISION OF TRACT 1 OF MARVIN STEWART PHASE 1 (DOC. NO. 20150622000331800) DOCUMENT NO. 20161229000742250 (and corrected by Surveyor's Affidavit recorded as DOC. #201701050000008380) AND A RESUBDIVISION OF TRACT 2 OF MARVIN STEWART, PHASE 2, A RESURVEY OF TRACT 2 MARVIN STEWART PHASE 1 (DOC. #20150622000331800) RECORDED AS DOCUMENT NO. 20160623000345830, AS RECORDED IN DOCUMENT NO. 2019-00027666, PROBATE RECORDS, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 81 AND BEING ON THE EAST RIGHT OF WAY MARGIN OF COACH LAMP DRIVE; THENCE LEAVING SAID ROAD, NORTH 89 DEGREES 17 MINUTES 10 SECONDS EAST 130.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 33 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF BEGINNING NORTH 89 DEGREES 17 MINUTES 10 SECONDS EAST 40.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 33 SECONDS EAST 90.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 10 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 33 SECONDS WEST 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,600 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 the **Nathan James Pierluissi**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

*Ordinance 2022-260  
Vacation of Easement – Willow Creek Subdivision  
Page 1 of 2*

**READ, PASSED, AND ADOPTED** this 24<sup>th</sup> day of October 2022.

---

***Greg Shaw, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_\_ day of October, 2022.

---

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

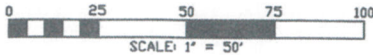
223 Coach Lamp Dr.

SURVEY FOR: JEFF BENTON HOMES, INC. DATE FIELD: 7-3-19  
 REQUESTED BY: MR. CHRIS BUTLER DATE OFFICE: 7-16-19  
 TYPE OF SURVEY: FOUNDATION FILE: WILLOW CREEK PHASE 3

# HILL LAND SURVEYING INC.

WILLIAM T. HILL, JR.  
 133 FEATHERSTONE LANE  
 OWENS CROSS ROADS, AL 35763

W.O. NO. 256-337-6102  
 19-0507 534-8555 FAX



## COACH LAMP DRIVE

PLAT S 00°43'33" E 100.00'  
 S 00°44'24" E 99.91'

PLAT S 00°43'33" E 100.00'  
 S 00°43'22" E 100.01'

NOTE: THE REFERENCE BEARING IS GRID NORTH AS ESTABLISHED BY SURVEY GRADE GPS EQUIPMENT.



GRID NORTH  
 AL STATE  
 PLANE EAST  
 ZONE NAD  
 1983

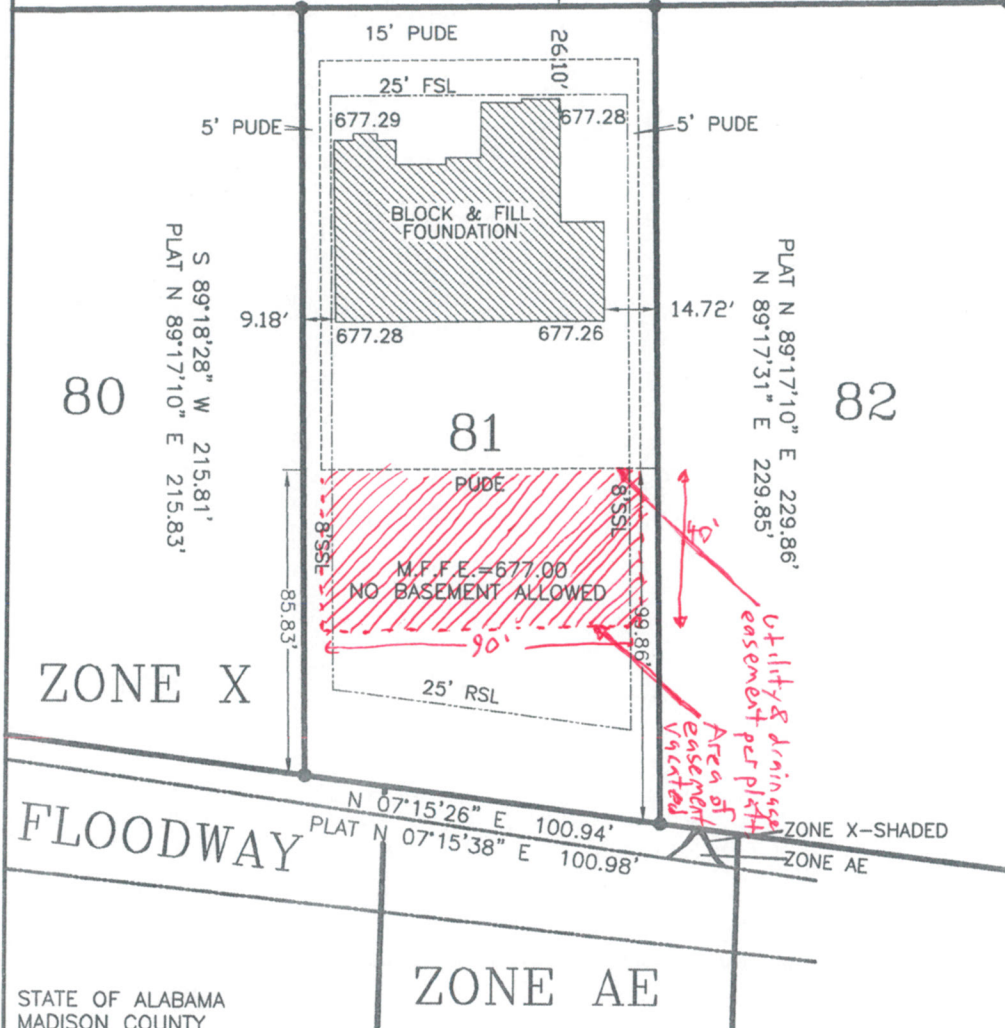
DELIVERED TO  
 PERMITTING

JUL 17 2019

Received By  
 Allison Still

*OK saw*  
*OK AS*

*07-17-2019*



STATE OF ALABAMA  
 MADISON COUNTY

ZONE AE

THIS IS A TRUE AND CORRECT SURVEY OF LOT 81 OF WILLOW CREEK, PHASE 3, PART 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, PHASE 3, PART 1 (DOC#2019-3077) A RESUBDIVISION OF TRACT A OF WILLOW CREEK PHASE 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, A RESUBDIVISION OF TRACT 1 OF MARVIN STEWART PHASE 1 (20150622000331800) DOCUMENT NUMBER 20161229000742250 (AND CORRECTED BY SURVEYOR'S AFFIDAVIT RECORDED AS DOC#20170105000008380) AND A RESUBDIVISION OF TRACT 2 OF MARVIN STEWART, PHASE 2, A RESURVEY OF TRACT 2 OF MARVIN STEWART PHASE 1 (DOC#20150622000331800) RECORDED AS DOCUMENT NO. 20160623000345830, SAID PLAT NOW RECORDED AS DOCUMENT NUMBER 2019-00027666 IN THE PROBATE RECORDS OF SAID COUNTY. THE CORRECT STREET ADDRESS IS 223 COACH LAMP DRIVE, MADISON, ALABAMA.

LEGEND  
 PUDE PUBLIC UTILITY AND DRAINAGE EASEMENT  
 C.T. CRIMPED IRON PIPE  
 R.B. REBAR  
 FENCELINE  
 CONCRETE MONUMENT  
 CAPPED 1/2" REBAR SET  
 IRON MONUMENT

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WILLIAM T. HILL, JR.  
 AL REG. NO. 16164  
 DATE 7-16-19

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

**KNOW ALL MEN BY THESE PRESENTS THAT**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Nathan James Pierluissi**, (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  
CCOUNTY OF MADISON

ALL THAT PART OF LOT 81, ACCORDING TO THE MAP OR PLAT OF WILLOW CREEK, PHASE 3, PART 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, PHASE 3, PART 1 (DOC. NO. 2019-00003077), A RESUBDIVISION OF TRACT A OF WILLOW CREEK, PHASE 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, A RESUBDIVISION OF TRACT 1 OF MARVIN STEWART PHASE 1 (DOC. NO. 20150622000331800) DOCUMENT NO. 20161229000742250 (and corrected by Surveyor’s Affidavit recorded as DOC. #201701050000008380) AND A RESUBDIVISION OF TRACT 2 OF MARVIN STEWART, PHASE 2, A RESURVEY OF TRACT 2 MARVIN STEWART PHASE 1 (DOC. #20150622000331800) RECORDED AS DOCUMENT NO. 20160623000345830, AS RECORDED IN DOCUMENT NO. 2019-00027666, PROBATE RECORDS, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 81 AND BEING ON THE EAST RIGHT OF WAY MARGIN OF COACH LAMP DRIVE; THENCE LEAVING SAID ROAD, NORTH 89 DEGREES 17 MINUTES 10 SECONDS EAST 130.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 33 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF BEGINNING NORTH 89 DEGREES 17 MINUTES 10 SECONDS EAST 40.00 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 33 SECONDS EAST 90.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 10 SECONDS WEST 40.00 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 33 SECONDS WEST 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,600 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 October, 2022.

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 October 2022.

\_\_\_\_\_  
Notary Public

## ORDINANCE NO. 2022-265

### AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRIANAGE EASEMENT LOCATED WITHIN WANN PROPERTY 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 John Pluck, County Line Road, LLC Molly Pluck & Maund Family Farm, requesting the vacation of utility and drainage easement located within Lot 1 and 2 of Wann Property Subdivision and further described as follows:

STATE OF ALABAMA  
COUNTY OF LIMESTONE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF WANN PROPERTY SUBDIVISION PHASE 2 AS RECORDED IN PLAT BOOK K PAGES 27-28 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 15.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

THENCE FROM THE POINT OF BEGINNING RUN NORTH 00°56'51" EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 284.29 FEET TO A POINT; THENCE RUN SOUTH 00°50'56" WEST AT A DISTANCE OF 10.00 FEET TO A POINT; THENCE RUN NORTH 89°11'38" WEST AT A DISTANCE OF 284.35 FEET TO A POINT; THENCE RUN NORTH 01°27'23" EAST AT A DISTANCE OF 5.00 FEET AND BACK TO THE POINT OF BEGINNING,

SAID EASEMENT CONTAINS 2843 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 the **John Plunk, County Line Road, LLC, Molly Plunk, & Maund Family Farm**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** this \_\_\_\_ day of November 2022.

---

***Greg Shaw, Council President***  
**City of Madison, Alabama**

**ATTEST:**

---

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

**APPROVED** this \_\_\_\_\_ day of November, 2022.

---

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



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

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

STATE OF ALABAMA  
COUNTY OF LIMESTONE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF WANN PROPERTY SUBDIVISION PHASE 2 AS RECORDED IN PLAT BOOK K PAGES 27-28 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 15.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

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SAID EASEMENT CONTAINS 2843 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 November, 2022.

City of Madison, Alabama, a municipal corporation	Attest:
 By: _____ Paul Finley, Mayor City of Madison, Alabama	 _____ Lisa Thomas City Clerk-Treasurer

§

§

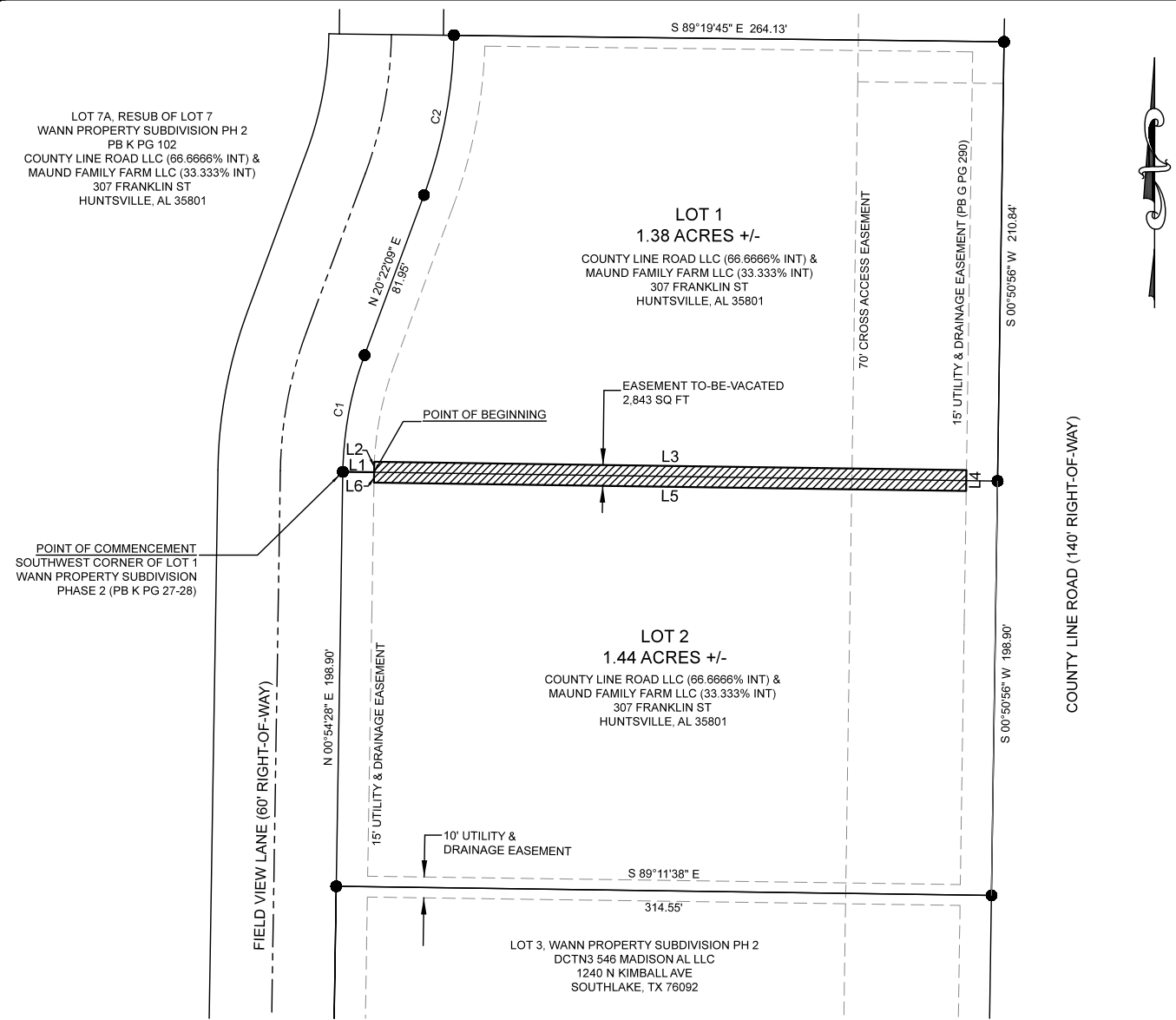
§

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 November 2022.

Notary Public

Quitclaim Deed  
Wann Property Subdivision, U&D VOE  
Page 2 of 2



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	170.00'	56.14'	55.88'	S 10°44'08" W	18°55'11"
C2	230.00'	78.37'	77.99'	N 10°36'49" E	19°31'18"

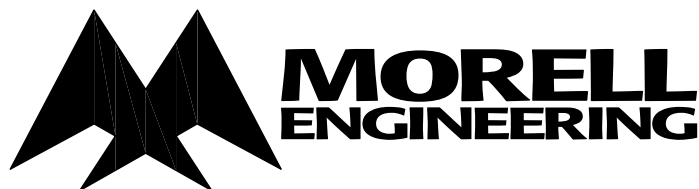
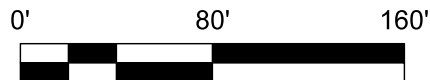
LINE	BEARING	DISTANCE
L1	S 89°11'38" E	15.05'
L2	N 00°56'51" E	5.00'
L3	S 89°11'38" E	284.29'
L4	S 00°50'56" W	10.00'
L5	N 89°11'38" W	284.35'
L6	N 01°27'23" E	5.00'

STATE OF ALABAMA  
COUNTY OF LIMESTONE

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF WANN PROPERTY SUBDIVISION PHASE 2 AS RECORDED IN PLAT BOOK K PAGES 27-28 IN THE OFFICE OF THE JUDGE OF PROBATE FOR LIMESTONE COUNTY, ALABAMA; THENCE RUN SOUTH 89°11'38" EAST AT A DISTANCE OF 15.05 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT.

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SAID EASEMENT CONTAINS 2843 SQUARE FEET, MORE OR LESS.



## EASEMENT VACATION

SCALE: 1" = 80'

DRAWN BY: CHS

PROJ. NO. 22-0257

DATE: 07/19/2022

CHECKED BY: WTM

SHEET NO. 1

**RESOLUTION NO. 2022-281-R****A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF MADISON AND FOUR  
HORSEMAN LLC FOR USE OF MARS BUSES  
DURING THE RAILYARD BARBEQUE BRAWL**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding ("MOU") with Four Horseman LLC, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement" to provide MARS buses during the Railyard Barbeque Brawl scheduled October 29<sup>th</sup>, 2022; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24<sup>th</sup> day of October 2022.

---

*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

---

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

**APPROVED** this 24<sup>th</sup> day of October 2022.

---

*Paul Finley, Mayor*  
City of Madison, Alabama

## **AGREEMENT**

### **City of Madison Parks & Recreation / Four Horsemen, LLC MARS Bus usage for Railyard Barbeque Brawl Event**

The City of Madison (herein “the City”) and Four Horsemen LLC, (herein “Organizer”) agree that the City shall provide two (two) MARS buses for the Railyard Barbeque Brawl Event scheduled for Saturday, October 29<sup>th</sup>, 2022.

### **COMPENSATION**

Organizers agree to pay the overtime wage of thirty dollars (\$30) per hour for each bus driver and will reimburse the City of Madison for the gas usage of the two vehicles.

### **SCHEDULE**

The buses will be allowed transport attendees of the Event between 11:00 a.m. and 10:30 p.m on October 29, 2022. A meeting between the Event Organizers and the assigned bus drivers will determine the precise schedule and routes necessary for the event.

### **INVOICING**

The City of Madison Parks and Recreation will send an invoice to the Organizer no later than thirty (30) days after the event.

City of Madison

Four Horsemen, LLC

\_\_\_\_\_

\_\_\_\_\_

Paul Finley- Mayor of Madison

Representative for Organizer

**RESOLUTION NO. 2022-282-R**

**A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF MADISON AND  
SOUTHEASTERN CLIMBERS' COALITION**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding ("MOU") with Southeastern Climbers Coalition which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding" for the purpose of allowing Southern Climbers' Coalition to inspect trails, maintain boulder access and put up appropriate signs for rock climbing for the Rainbow Mountain Preserve; and

**BE IT FURTHER RESOLVED** that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the fiscal year.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24<sup>th</sup> day of October 2022.

\_\_\_\_\_  
*Greg Shaw, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of October 2022.

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

## Memorandum of Understanding (MOU)

### By and Between

### The City of Madison County, Alabama and

### The Southeastern Climbers Coalition

**THIS Memorandum of Understanding** (the “MOU”), made this \_\_\_\_\_ day of October 2022, (the date to be inserted by the last party to execute) by and between the **City of Madison, Alabama**, an agency of the State of Alabama (hereinafter referred to as the “City of Madison”) whose address is 100 Hughes Road, Madison AL 35758, and the **Southeastern Climbers Coalition**, 501(c)(3) non-profit organization dedicated to preserving climbing access in the southeast (hereinafter referred to as the “SCC”) whose address is PO Box 3324 Chattanooga TN 37404.

#### I. B. BACKGROUND

Since 1993, the SCC has maintained relationships with land managers to ensure public access to climbing areas in the region; and worked with partners and volunteers to organize and execute an average of 30 trail days a year at public and private areas amassing hundreds of volunteer hours to provide stewardship, conservation, and land management support. The SCC and the City of Madison recognize that Rainbow Mountain Preserve not only is a park that conserves the land and its natural flora and landscape, but also as an opportunity to provide an outdoor recreation experience wholly unique to the City of Madison. Rainbow Mountain Preserve offers the opportunity to provide natural bouldering and climbing area features to the local residents and the region as a whole. The City of Madison owns the Rainbow Mountain Preserve property, while the Land Trust for North Alabama manages all of the trail access, trail development, and trail maintenance activity.

#### II. PURPOSE

The purpose of this MOU is to establish a partnership between City of Madison And SCC in forging a continuing working relationship for managing rock climbing and bouldering activities on Rainbow Mountain Preserve.

#### III. SCOPE:

This MOU shall apply to Rainbow Mountain Preserve.

#### IV. RESPONSIBILITIES

- A. The Southeastern Climbers Coalition (SCC) shall:
  1. Lead two trail days a year to help maintain existing boulder access trails as necessary to provide appropriate access and provide support on graffiti and litter removal.
  2. Assist with periodic trail inspections of the boulder access trails and climbing areas, and support maintenance through annual volunteer trail day(s). All issues found that require repairs shall be referred to the City of Madison in writing and include date of inspection/referral and brief description of the repair that needs to be completed.
  3. Inform City of Madison of any matters which may affect the administration and/or management of the climbing resources of Rainbow Mountain Preserve.
  4. Report locations of any rare, threatened or endangered species or archaeological resources encountered while climbing in Rainbow Mountain Preserve.

5. Provide a primary liaison person (Area Representative) for coordination with City of Madison and SCC.
6. Comply with all rules and regulations which apply to Rainbow Mountain Preserve.

B. City of Madison shall:

1. Allow for rock climbing and bouldering activities at Rainbow Mountain Preserve
2. Allow for the Land Trust for North Alabama to remove "No Rock Climbing" from signage.
3. Provide a primary liaison person for coordination with SCC.
4. In conjunction with the Land Trust for North Alabama, help provide tools and/or materials to assist in completion of projects when possible.
5. In conjunction with the Land Trust for North Alabama, perform all necessary repairs to maintain safe access for the public at Rainbow Mountain Preserve.

## V. TERMINATION

Either party may terminate this Agreement with forty-five (45) days written notice to the other, if the other party defaults by failing to perform any of its obligations or duties hereunder and such default remains continuing thirty (30) days after such notice. SCC or City of Madison may terminate this Agreement for convenience with three hundred sixty five (365) days written notice to the other.

## VI. GENERAL PROVISIONS

- A. The brief headings or titles preceding each section herein are merely for the purpose of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this MOU.
- B. Each of the provisions of this MOU shall apply, extend to, be binding upon and inure to the benefit or detriment of City of Madison and SCC, to the successors and assigns of Madison County, and to the extent that City of Madison has consented to an assignment of this MOU, to the successors and assigns of SCC, and shall be deemed and treated as real covenants running with the land during the term of this Agreement.
- C. No failure of either party to exercise any right or power given to the other party under this MOU, or to insist upon strict compliance by the other party with the provisions of this MOU, and no custom or practice of the City of Madison or SCC at variance with provisions of this MOU shall constitute a waiver of SCC or the Madison County's right to demand exact and strict compliance by the other with the terms and conditions of this MOU.
- D. All rights, powers and privileges conferred by this MOU upon City of Madison and SCC shall be cumulative, and not restrictive, of those given by law.
- E. If any provisions in this MOU or any portion thereof should be ruled void, invalid, or unenforceable or contrary to public policy by any court of competent jurisdiction then any remaining portions of such provisions and all other provisions of this MOU shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- F. Should any provision of this MOU require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- G. No estate in land shall pass out of the City of Madison by virtue of this Agreement.



- H. The parties represent that they have the right, power and authority to enter into this MOU and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this MOU.

## VII. MODIFICATIONS AND AMENDMENTS

No modification of or amendment to this MOU shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the City of Madison and SCC.

**IN WITNESS WHEREOF**, City of Madison and SCC, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

City of Madison, Alabama

By: \_\_\_\_\_

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

Kory Alfred, Parks and Recreation

## SOUTHEAST CLIMBERS COALITION

By:  \_\_\_\_\_

Date: \_\_\_\_\_10/10/2022\_\_\_\_\_

Meagan Evans, Executive Director

**RESOLUTION NO. 2022-292-R**

**A RESOLUTION AUTHORIZING PURCHASE OF PLAYGROUND EQUIPMENT FOR  
MADISON PARK A, MADISON PARK B AND PALMER PARK SOCCER COMPLEX**

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

**WHEREAS**, the Recreation Department has requested a purchase of playground equipment to which OMNIA was awarded a competitively bid contract (Contract Number 2017001134);

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City four separate pricing quotes for playground equipment and said pricing proposal is substantially similar in purpose, intent, and composition to that certain document attached (**Attachment A: Madison Neighborhood Park A; Attachment B: Madison Neighborhood Park B; Attachment C: Palmer Soccer Complex-Grant Unit and Attachment D: Palmer Park Soccer Complex-Other Items**), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same;

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 24th day of October 2022.

\_\_\_\_\_  
*Greg Shaw, Council President*  
City of Madison, Alabama

**ATTEST:**

\_\_\_\_\_

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

**APPROVED** this 24<sup>th</sup> day of October 2022.

---

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



c/o Struthers Recreation, LLC.  
P.O. Box 1178  
Pelham, AL 35124  
Phone: 800-221-8869  
Fax: 205-663-5012

09/21/2022  
Quote #  
103047-01-01

## Madison Neighborhood Park A

City of Madison Parks and Recreation in Alabama  
Attn: Kory Alfred  
100 Hughes Road  
Madison, AL 35758  
Phone: 256-772-2553  
Fax: 256-772-9377  
kory.alfred@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PT21028 - Aloft	\$27,509.00	\$27,509.00
64	EWf-AL	GT-Impax - CY of Engineered Wood Fiber Safety Surfacing- <i>IPEMA Certified, 12" depth</i>	\$32.20	\$2,060.80
36	4862	GameTime - 12" Playground Border	\$62.00	\$2,232.00
1	4858	GameTime - Access Playcurb-W/Adap	\$615.00	\$615.00
1	INSTALL	GameTime - Installation of New Equipment	\$10,050.00	\$10,050.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$42,466.80
			<b>Discount</b>	(\$10,355.03)
			<b>Material Surcharge</b>	\$4,264.56
			<b>Freight</b>	\$1,548.76
			<b>Total</b>	<b>\$37,925.09</b>

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to [GameTime](#) when purchasing through the contract.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change.

**Payment terms: Credit Cards Accepted - VISA, American Express or MasterCard.**

**If paying by card, a 3.74% plus \$0.15 convenience fee is applied to the total purchase.**

**UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**

# Madison Neighborhood Park A

09/21/2022  
Quote #103047-01-01

**Acceptance of quotation:**

**SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.**

Accepted By (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. No: \_\_\_\_\_ Purchase Amount: **\$37,925.09**

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

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

**Order Information:**

Bill To: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

Email for Invoicing: \_\_\_\_\_

Ship To: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

FIN# (FEDERAL IDENTIFICATION NUMBER) \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

**COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS**

# Madison Neighborhood Park A

TERMS AND CONDITIONS OF SALE Required for Complete Order: **Purchase Order or Signed quote**, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. Delivery Schedule: Upon written notification of order (with or without installation services) delivery will be made in appx. 45-60 days. Customer has 10 days after ordering to make request to delay ship date if site will not be ready. All efforts will be made to accommodate requests, but no change is guaranteed. Freight carrier is instructed to call 24 hours in advance to arrange delivery. Returned Goods: Returned goods are subject for a restocking fee of 30% in addition to both the outbound and inbound freight charges. Goods must be packaged to protect against damage in transit in accordance with best commercial practices. Labor and material costs to make returned goods merchantable will be deducted from any credit. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. To be eligible for credit, returned good must be received at manufacturer within 45 days of issuance of a returned goods authorization number. Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. **If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage.** Additionally Insured: Any entity or person named as additionally insured, add \$150.00 per each occurrence. TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. Struthers Recreation, LLC. is not responsible for damages or repairs to any form of underground utility or sprinklers. Equipment Layout: To be as illustrated & accepted on submitted drawings. Any requested changes may result in additional charges. **Site Conditions: Installation quotations are based on a prepared level surface (slope not to exceed 2%), and open truck access to the area. We require a 10' wide path into the site and unloaded equipment to be within 100'. Please notify estimator of site concerns to ensure proper quotation. If installation crew arrives and installation cannot be performed due to unprepared surface or inadequate access, an additional \$1,500.00 will be charged for return trip.** Pier spoils from installation shall be spread at site. Site will be left rough grade. Upcharge of \$65.00 per hour per man plus necessary equipment rental will be added for installation in rock, concrete or existing asphalt. Removal of existing equipment, trees, etc. is by others unless specifically contracted. Machinery Use: Installation requires the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc. be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC. is not responsible for damage to grass or other site features due to normal, necessary equipment use. Please notify estimator to discuss concerns prior to accepting quotation in case revisions are needed. Waste Disposal: Dumpster or approved dumping area must be provided for packaging and other waste during installation. Struthers Recreation, LLC. is not responsible for removing waste from the property unless specifically contracted. Security: Struthers Recreation, LLC. is pleased to supply & install your equipment in a timely, professional manner. Upon completion, the equipment is secured with tape to discourage play and allow concrete to dry for 72 hours. Premature play will cause equipment to become loose in the concrete footings. Customer is responsible for prohibiting access to equipment during this critical drying time. Struthers Recreation, LLC. is not responsible for equipment that becomes loose in the concrete due to premature access or events beyond our control. If purchasing rubber safety surfacing, the 72 hour waiting period also applies. Premature access will leave imprints in rubber surfacing. Customer is responsible for security.

\_\_\_\_\_  
Struthers Recreation, LLC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
DATE



# Madison Neighborhood Park A

## COLOR SELECTIONS

To view the GameTime color chart, click here: <https://www.gametime.com/colors>

Plastic: \_\_\_\_\_ Uprights: \_\_\_\_\_

Accent Metal: \_\_\_\_\_ Decks: \_\_\_\_\_

Rock: \_\_\_\_\_ Shade Fabric: \_\_\_\_\_

HDPE: \_\_\_\_\_ Surfacing: \_\_\_\_\_

Quote prepared by: Kight Jones



c/o Struthers Recreation, LLC.  
P.O. Box 1178  
Pelham, AL 35124  
Phone: 800-221-8869  
Fax: 205-663-5012

10/21/2022  
Quote #  
103049-01-02

## Palmer Park Soccer Complex - Grant Unit

City of Madison Parks and Recreation in Alabama  
Attn: Kory Alfred  
8324 Madison Pike  
Madison, AL 35758  
Phone: 256-772-2553  
Fax: 256-772-9377  
kory.alfred@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$66.00	\$66.00
1	RDU	GameTime - PS22024 - Westcott	\$134,010.00	\$134,010.00
1	8476	GameTime - Infinity Bowl	\$2,403.00	\$2,403.00
2	8558	GameTime - 3 1/2" Zero-G Chair (5-12)-Galv Chain	\$586.00	\$1,172.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,416.00	\$1,416.00
3	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$876.00	\$2,628.00
4	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$288.00	\$1,152.00
2	8696	GameTime - Encl Seat 3 1/2"(8696)	\$359.00	\$718.00
3	28009	GT-Site - 6' P/S Bench W/Back Inground	\$770.00	\$2,310.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$145,875.00
			<b>Discount</b>	(\$67,672.39)
			<b>Material Surcharge</b>	\$20,461.49
			<b>Freight</b>	\$1,000.00
			<b>Total</b>	<b>\$99,664.10</b>

Pricing reflects GameTime's **Matching Funds Grant - Cash with Order**. Payment must be made at time of order. Order must be placed by November 1, 2022, otherwise pricing will be subject to change. Order must be delivered by December 31st, 2022. Owner is responsible for unloading of and storage of all equipment until ready for installation.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change. **UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**

## Palmer Park Soccer Complex - Grant Unit

**Acceptance of quotation:****SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.**

Accepted By (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. No: \_\_\_\_\_ Purchase Amount: **\$99,664.10**

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

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

**Order Information:**

Bill To: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

Email for Invoicing: \_\_\_\_\_

Ship To: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

FIN# (FEDERAL IDENTIFICATION NUMBER) \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

**COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS**

## Palmer Park Soccer Complex - Grant Unit

TERMS AND CONDITIONS OF SALE Required for Complete Order: **Purchase Order or Signed quote**, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. 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Unloading: Unless unloading service is contracted, unloading of delivery truck is responsibility of customer. Forklift may be required. If unloading, customer is responsible for accepting and noting any damages or shortages on the freight bill and inspecting/inventorying equipment upon receipt. Customer must notify our office immediately of any discrepancies. Freight carrier is instructed to call your designated contact 24 hours in advance to arrange delivery. **If job site is not prepared and ready for installation when equipment delivers, any pre-existing unloading agreement is voided and customer is responsible for truck unloading and equipment storage.** Additionally Insured: Any entity or person named as additionally insured, add \$150.00 per each occurrence. TERMS AND CONDITIONS IF CONTRACTING INSTALLATION SERVICES Utilities: Customer is responsible for the location and marking of all underground utilities and sprinklers prior to installation. 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Struthers Recreation, LLC.

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DATE

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CUSTOMER

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DATE

## Palmer Park Soccer Complex - Grant Unit

### COLOR SELECTIONS

To view the GameTime color chart, click here: <https://www.gametime.com/colors>

Plastic: \_\_\_\_\_ Uprights: \_\_\_\_\_

Accent Metal: \_\_\_\_\_ Decks: \_\_\_\_\_

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HDPE: \_\_\_\_\_ Surfacing: \_\_\_\_\_

Quote prepared by: Kight Jones



c/o Struthers Recreation, LLC.  
P.O. Box 1178  
Pelham, AL 35124  
Phone: 800-221-8869  
Fax: 205-663-5012

10/21/2022  
Quote #  
103049-02-02

## Palmer Park Soccer Complex - Other Items

City of Madison Parks and Recreation in Alabama  
Attn: Kory Alfred  
8324 Madison Pike  
Madison, AL 35758  
Phone: 256-772-2553  
Fax: 256-772-9377  
kory.alfred@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	TURF	GT-Impax - 5,663sf Square Feet of Synthetic Turf Safety Surfacing, 8' CFH- Pricing includes compacted stone base and dumpster.	\$158,990.66	\$158,990.66
1	INSTALL	Struthers Recreation - Installation of Equipment- Owner to bring grade to 6" below finished elevation. Concrete sidewalk by others.	\$27,700.00	\$27,700.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$186,690.66
			<b>Discount</b>	(\$15,899.07)
			<b>Total</b>	<b>\$170,791.59</b>

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change.

**Payment terms: Credit Cards Accepted - VISA, American Express or MasterCard.**

**If paying by card, a 3.74% plus \$0.15 convenience fee is applied to the total purchase.**

### \*\*ORDER REQUIREMENTS\*\*

To place an order, you must provide the following information :

- Purchase Order, Contract, or Deposit
- Fill out all line items in the "Acceptance of Quotation" and "Order Information" sections on quote
- Color Choices (if applicable)
- Sales Tax Exemption Certificate (if applicable)

**UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS**



## Palmer Park Soccer Complex - Other Items

**Acceptance of quotation:****SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.**

Accepted By (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. No: \_\_\_\_\_ Purchase Amount: **\$170,791.59**

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

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

**Order Information:**

Bill To: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

Email for Invoicing: \_\_\_\_\_

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FIN# (FEDERAL IDENTIFICATION NUMBER) \_\_\_\_\_

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## Palmer Park Soccer Complex - Other Items

TERMS AND CONDITIONS OF SALE Required for Complete Order: **Purchase Order or Signed quote**, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. 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Struthers Recreation, LLC.

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DATE

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CUSTOMER

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DATE

## Palmer Park Soccer Complex - Other Items

### COLOR SELECTIONS

To view the GameTime color chart, click here: <https://www.gametime.com/colors>

Plastic: \_\_\_\_\_ Uprights: \_\_\_\_\_

Accent Metal: \_\_\_\_\_ Decks: \_\_\_\_\_

Rock: \_\_\_\_\_ Shade Fabric: \_\_\_\_\_

HDPE: \_\_\_\_\_ Surfacing: \_\_\_\_\_

Quote prepared by: Kight Jones



c/o Struthers Recreation, LLC.  
P.O. Box 1178  
Pelham, AL 35124  
Phone: 800-221-8869  
Fax: 205-663-5012

09/21/2022  
Quote #  
103047-02-02

## Madison Neighborhood Park B

City of Madison Parks and Recreation in Alabama  
Attn: Kory Alfred  
100 Hughes Road  
Madison, AL 35758  
Phone: 256-772-2553  
Fax: 256-772-9377  
kory.alfred@madisonal.gov

Ship to Zip 35758

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$66.00	\$66.00
1	11927	GameTime - Primetime Fairview	\$30,797.00	\$30,797.00
1	4858	GameTime - Access Playcurb-W/Adap	\$615.00	\$615.00
37	4862	GameTime - 12" Playground Border	\$62.00	\$2,294.00
72	EWf-AL	GT-Impax - CY of Engineered Wood Fiber Safety Surfacing- <i>IPEMA Certified, 12" depth</i>	\$32.20	\$2,318.40
1	INSTALL	GameTime - Installation of New Equipment	\$11,550.00	\$11,550.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$47,640.40
			<b>Discount</b>	(\$11,549.67)
			<b>Material Surcharge</b>	\$4,742.73
			<b>Freight</b>	\$1,593.62
			<b>Total</b>	<b>\$42,427.08</b>

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to [GameTime](#) when purchasing through the contract.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change.

**Payment terms: Credit Cards Accepted - VISA, American Express or MasterCard.**

**If paying by card, a 3.74% plus \$0.15 convenience fee is applied to the total purchase.**

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# Madison Neighborhood Park B

09/21/2022  
Quote #103047-02-02

**Acceptance of quotation:**

**SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.**

Accepted By (printed): \_\_\_\_\_ Signature: \_\_\_\_\_

P.O. No: \_\_\_\_\_ Purchase Amount: **\$42,427.08**

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

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

**Order Information:**

Bill To: \_\_\_\_\_ Contact: \_\_\_\_\_

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

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

Email for Invoicing: \_\_\_\_\_

Ship To: \_\_\_\_\_ Contact: \_\_\_\_\_

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FIN# (FEDERAL IDENTIFICATION NUMBER) \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

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# Madison Neighborhood Park B

TERMS AND CONDITIONS OF SALE Required for Complete Order: **Purchase Order or Signed quote**, 50% down and 50% net 30 after delivery or installation with credit approval or 100% payment with order, complete billing & shipping address w/ contact names and phone numbers, and color selections. Contractors provide fully executed bid/performance/payments bonds as applicable. Pricing: f.o.b. factory, firm for 30 days from date of quotation. Acceptance of this Transaction: constitutes entire agreement between buyer and seller. Failure to pay when agreed is basis for legal action to be taken. Buyer agrees to pay all legal costs for collection and reasonable attorney fees, and hereby waives rights of exemption as to personal property under the laws of the state of Alabama or any other state. In connection with this transaction, a finance charge will be imposed on the past due balance at an annual percentage rate of 18%, or 1-1/2% per month. 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Struthers Recreation, LLC.

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# Madison Neighborhood Park B

## COLOR SELECTIONS

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Accent Metal: \_\_\_\_\_ Decks: \_\_\_\_\_

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HDPE: \_\_\_\_\_ Surfacing: \_\_\_\_\_

Quote prepared by: Kight Jones