



## Agenda

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

6:00 PM  
Council Chambers  
April 27, 2026

AGENDA NO. 2026-08-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Troy Godwin of Madison Bible Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2026-07-RG, dated April 13, 2026

7. PRESENTATIONS AND AWARDS

A. Presentation of Proclamation by Mayor Ranae Bartlett designating the month of April 2026 as Donate Life Month in the City of Madison to Dr. Ashley Cook, Community Liaison for Legacy Of Hope organization.

B. Presentation of Proclamation by Mayor Ranae Bartlett designating May 3-9, 2026 as Nat'l Small Business Week in the City of Madison to Michelle Epling, President of Madison Chamber of Commerce

C. Madison Police Department Promotion Ceremony for newly promoted Sergeant Brad Meissner

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)

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. **Resolution No. 2026-156-R**: Approving the assignment of the Right of Way Mowing contract from Tidewater Landscape Management, Inc. to Yardnique, Inc.
- B. Acceptance of \$2,000 donation from GRAMI to continue professional training through the CIT International training program (to be deposited into Madison Police Department Donations account)
- C. Acceptance of Donation in the amount of \$22,442.50 from Madison Baseball Association (MBA) for infield renovation of fields 7 & 8 at Palmer Park.
- D. Acceptance of a grant from the Madison Visionary Partners-Meta in the amount of \$19,400 for the installation of Wi-Fi in Downtown Madison (deposited into General Operating account)

10. PRESENTATIONS OF REPORTS

**MAYOR RANAE BARTLETT**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 DAVID BIER**

**COUNCIL DISTRICT NO. 3 BILLIE GOODSON**

**COUNCIL DISTRICT NO. 4 MICHAEL MCKAY**

**COUNCIL DISTRICT NO. 5 ALICE LESSMANN**

**COUNCIL DISTRICT NO. 6 ERICA WHITE**

**COUNCIL DISTRICT NO. 7 KENNETH JACKSON**

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment to Place 3 of the City of Madison Board of Education

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 . 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 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 .

- A. **Resolution No. 2026-157-R**: Request for a Restaurant Retail Liquor License from Southern Catfish and Creole Cuisine, LLC, doing business as Southern Catfish and Creole Cuisine, for their location at 234 Lime Quarry Road

13. DEPARTMENT REPORTS

**ENGINEERING**

- A. **Resolution No. 2026-164-R**: Authorizing property acquisitions for Royal Drive Extension Project

**HUMAN RESOURCES**

- A. **Ordinance No. 2026-151:** Amending Section 3 (Service Categories and Probationary Period) of the City of Madison Personnel Policies and Procedures (First Reading 4/13/2026)
- B. **Resolution No. 2026-153-R:** Awarding Bid No. 2026-005-ITB for Temporary Staffing Services to Cynova Strategies, Inc. (pricing is equivalent to a percentage markup of 22.25% over applicable hourly employee rates; to be paid from individual department budgets)
- C. **Resolution No. 2026-159-R:** Authorizing a Memorandum of Understanding with the Office of the Under Secretary of War for Personnel and Readiness of the U.S. Department of War to implement the SkillBridge Program

**LEGAL**

- A. **Proposed Ordinance No. 2026-165:** Authorizing the Water and Wastewater Board of the City of Madison, d/b/a Madison Utilities, to dispose of its exclusive interest in an ingress/egress easement and to convey an ingress/egress easement to an adjoining property owner (First Reading)

**PLANNING**

- A. **Proposed Ordinance No. 2026-139:** Vacation of a utility and drainage easement located within 137 Alderwood Drive, Lot 85 of Old Ivy Subdivision (First Reading 04/13/2026)
- B. **Proposed Ordinance No. 2026-162:** Vacation of a utility and drainage easement located within 109 Hanson Place, Lot 28 of West Haven Phase 3A Subdivision (First Reading)

**RECREATION**

- A. **Resolution No. 2026-160-R:** Authorizing a Professional Services Agreement with Merrimack Academy for the Performing Arts, Inc., for adaptive fitness instruction at no charge to the City (course fee of \$50 per month, per class, with 10% of revenues to Parks & Recreation Department)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. EXECUTIVE SESSION

16. ADJOURNMENT

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

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



**MINUTES NO. 2026-07-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
APRIL 13, 2026**

The Madison City Council met in regular session on Monday, April 13, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Pastor Josh Britt from The Courageous Church provided the invocation followed by the Pledge of Allegiance led by Maura Wroblewski.

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Assistant Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Economic External Affairs Officer James Manasco, Deputy Director of Human Resources Mia Powers, Fire Chief Brandy Williams, City Engineer Michael Johnson, Finance Director David Lawing, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Gerald Clark, Robert Jones, Cesar Castillo, Scott Motz, Mimi Georgass, Rebecca Parke, Carl Sampers, Jeff Davis, David Pscherd, Christie McKee, Shane Burton, Jeanetta Wilson, Elle Jung, Hyewon Lim, Jonwoo Jung, Myesuk Lee, Randall Stanley, Shannon Hoff, Katie Moore, Jeff Ellis, Bert Hubbell, Shelton Torbert, Andrew Watson, Kamelo Schweitzer, Caleb Aguayo, Matt Power, Connie Chun, Opie Balch, Jennifer Bottomley, Angel Morrison

**AMENDMENTS TO AGENDA**

City Attorney Megan Zingarelli had the following update and/or change listed below:

An executive session was added to the end of the agenda

**APPROVAL OF MINUTES**

**MINUTES NO. 2026-06-RG DATED MARCH 23, 2026**

Council Member Jackson moved to approve Minutes No. 2026-06-RG. Council Member White seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**MINUTES NO. 2026-02-WS DATED MARCH 25, 2026**

Council Member Bier moved to approve Minutes No. 2026-02-WS. Council Member Jackson seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

**PRESENTATION OF LIFE SAVING AWARDS FOR THE FOLLOWING: UNIT CITATION – CAPTAIN JASON TIDWELL, CAPTAIN JOHN GALLAWAY, CAPTAIN STEVEN CHOP, DRIVER SAM YATES, DRIVER GRAYSON HOPE, FIREFIGHTER JOSHUA GATES, FIREFIGHTER SETH STEPHENS, FIREFIGHTER ALLEN PHILLIPS, HEMSI PARAMEDIC SAMMI SMITH, HEMSI EMT PAIGE BAXTER. STAR OF LIFE – MADYSON WOODBURN, JOHN REESE BELLEW, RANDALL STANLEY, HYEWON LLIM, CARSON FREEMAN.**

Fire Chief Williams presented Star of Life & Unit Citation awards to the following individuals:

Star of Life

- Carson Freeman
- John Bellew
- Madyson Woodburn
- Randall Stanley

- Hyewon Lim

#### Unit Citation

- Firefighter Joshua Gates
- Firefighter Allen Phillips
- Firefighter Seth Stephens
- Driver Sam Yates
- Driver Grayson Hope
- Captain Steven Chop
- Captain John Gallaway
- Battalion Chief Jason Tidwell
- Sammi Smith
- Paige Baxter

A round of applause was given. Fire Chief Williams expressed her thanks for the wonderful job these individuals have done.

#### **LIFE SAVING AWARD TO A CITIZEN: STAR OF LIFE – NATHAN SANTO**

Nathan Santo, a citizen of Madison City, and a student at Saint John the Baptist Catholic School was presented a lifesaving award from Fire Chief Williams. Nathan performed the Heimlich Maneuver on a friend at school and resulted in the object being coughed up and no further intervention was necessary.

#### **PRESENTATION OF PROCLAMATION BY MAYOR BARTLETT DESIGNATING APRIL 19-25, 2026, AS NATIONAL LIBRARY WEEK IN THE CITY OF MADISON TO KATIE MOORE, BRANCH MANAGER, MADISON PUBLIC LIBRARY**

Katie Moore, Manager of the Madison Public Library and staff accepted the proclamation award. Jeff Davis, President of the Friends of the Library, presented the Madison Public Library with a \$18,000 check as well as a thank you.

#### **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).*

#### **GERALD CLARK**

Mr. Clark appeared before Council to voice his concerns on the following items:

- Zoning restriction concerns
- Airbnb

**MIMI GEORGANAS (DISTRICT 1)**

Ms. Georganas appeared before Council to voice her concerns on the following items:

- Personal rental property pathway issues

**SHANE BURTON**

Mr. Burton appeared before Council to voice his concern on the following item:

- Proposed Ordinance No. 2026-138: Requested Council to suspend rules

**ROBERT JONES**

Mr. Jones appeared before Council to voice his concerns on the following items:

- Traffic and parking lot lighting concern with the new Slick City Action Park
- Objections to new company's coming in and buying homes as rentals
- Concerns with speeding motorist in his neighborhood in school zone

**CARL SAMPERAS**

Mr. Samperas appeared before Council to voice his concerns on the following items:

- Speeding in residential and school zones on Church Street
- Presented a signed petition from the residence regarding the speeding and installation of speed bumps.

**KAWELO SCHWEITZER-KAPIKO**

Mr. Kapiko appeared before Council to voice his concerns on the following items:

- Speeding and unsafe driving in historic district

**JENNIFER BOTTOMLEY**

Ms. Bottomley appeared before Council to voice her concerns on the following items:

- Speeding concerns within the community
- Suggested crosswalks, sidewalks to be considered for community safety concerns

**MATT POWERS**

Mr. Powers appeared before Council to voice his concerns on the following items:

- Recommended street parking and signs on Martin Street

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

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

General Operating account	\$2,757,599.75
Special General Operating Accounts	\$326.25
ADEM Storm Drainage	\$150.00
Gasoline Tax & Petroleum Inspection fees	\$128,572.50
Street Repair and Maintenance	\$2277.92
CIP Bond Accounts	\$132,480.10
Library Building Fund	\$94,081.46
Venue Maintenance	\$36,656.00
Fire CPR	\$1,884.90

Regular and periodic bills to be paid:

**Resolution No. 2026-141-R:** Disposal of City Property of Negligible Value for the Facilities and Grounds Department

**Resolution No. 2026-142-R:** Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065254MT on an incident which occurred December 30, 2025, to a Police Vehicle (\$8,832.78 [minus \$1,000 deductible] to be deposited into General Operating account)

**Resolution No. 2026-143-R:** Authorizing an agreement with National Center for Safety Initiatives for background screening services of volunteers associated with the Parks & Recreation Department in the amount of \$x (to be paid from the Parks & Recreation Department budget)

**Resolution No. 2026-154-R:** Acceptance of insurance settlement from Alabama municipal insurance corporation for claim no. 065645dh on an incident which occurred February 26, 2026, to a police vehicle (\$5,332.31 [minus \$1,000 deductible] to be deposited into general operating account)

**Resolution No. 2026-155-R:** Authorizing the Mayor to accept a quotation from New World Systems for maintenance support services in the amount of \$73,091.55 (to be paid from Information Technology Department budget)

Acceptance of donation from W. Floyd for Madison Senior Center Programming in the amount of \$40.00

Acceptance of \$328.15 donation from propertyroom.com (to be deposited into Madison police department donations account)

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR RANAE BARTLETT:**

Absent

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Thanked Madison Visionary Partners for their award celebration and thanked the work that’s done in the community
- Thanked everyone that came out to the library book sale
- Announced the fall book sale at library October 25<sup>th</sup>

**COUNCIL DISTRICT NO. 2 DAVID BIER**

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

- Shout-out to Troop 350
- Collaborated on short term rentals and Council authority
- Shared that he was joining Main Street Board

**COUNCIL DISTRICT NO. 3 BILLIE GOODSON**

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

- Thanked citizens for showing up to the 5:00 discussion
- Thanked the ones responsible for making downtown Madison a great vibe
- Highlighted two events coming up- Math on Main-April 30<sup>th</sup> from 5-7 p.m. and Taste of Madison Block Party-May 16<sup>th</sup>
- Thanked Council Member Bier for joining the Main Street Board

**COUNCIL DISTRICT NO. 4 MICHAEL MCKAY**

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

- Shared that MCDAB is launching 11 programs this summer in the community
- Shared there is a 90's fuel day coming in the summer at Dublin Park

#### **COUNCIL DISTRICT NO. 5 ALICE LESSMANN**

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

- Thanked the ones that came up and spoke during public comments
- Addressed the traffic and speeding issue within the community
- Announced Human Resource Committee meetings will be first Council meeting of the month
- Attended "Pastries and Policies" with the Madison Chamber
- Best in Business is tomorrow night hosted by the Madison Chamber at Space Camp Operation Center at 6 p.m. for cocktail hour.

#### **COUNCIL DISTRICT NO. 6 ERICA WHITE**

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

- Announced information on the Industrial Development Board
- Attended a non-profit presentation "Wired for Greatness"
- Met with the new executive director of "Community Action Partnership"
- Shared the mission of the Community Action Partnership"
- Attended "Pastries and Policies"

#### **COUNCIL DISTRICT NO. 7 KENNETH JACKSON**

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

- Announced the Madison Spring clean up day is Saturday April 25<sup>th</sup> from 9 a.m. to 11 a.m.
- Thanked the Mayor and her team for elevating the Madison Spring Clean up
- Shared the turn-out for the Madison Visionary Partners clean up on Hughes Road a couple of weeks back
- Shared the next meeting for the Beautification and Tree Board is Tuesday of next week, the 21<sup>st</sup> at 6 p.m. at Madison Meeting Hall
- Wished Dr. Nichols, the Madison City Schools Superintendent, the best on his upcoming retirement

#### **BOARD/COMMITTEE APPOINTMENT** **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.*

**PROPOSED ORDINANCE NO. 2026-094: ZONING CERTAIN PROPERTY OWNED BY MA AMBE, INC. CONSISTING OF 0.39 ACRES AND LOCATED AT 7609 U.S. HIGHWAY 72 W, SOUTH SIDE OF U.S. HIGHWAY 72 W AND WEST OF NANCE ROAD, B3 (GENERAL BUSINESS) UPON ANNEXATION (FIRST READING 03/09/2026)**

Director of Development Services Mary Beth Broeren informed Council that this is a new request and added that everything is in order for Council action. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member White moved to approve Ordinance No. 2026-094. Council Member Jackson seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**RESOLUTION NO. 2026-111-R: AUTHORIZING AN AGREEMENT AMONG THE CITY OF HUNTSVILLE, HUNTSVILLE UTILITIES, THE CITY OF MADISON, MADISON UTILITIES, THE MADISON COUNTY COMMISSION, AND ATHENS-LIMESTONE GIS CONSORTIUM FOR THE PAYMENT OF FUNDS RELATING TO THE US GEOLOGICAL SURVEY 3D HYDROGRAPHY PROGRAM IN THE AMOUNT OF \$15,000 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Bier moved to approve Resolution No. 2026-111-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-144-R: AUTHORIZING PROPERTY ACQUISITIONS FOR BURGREN ROAD AND POWELL ROAD IMPROVEMENT PROJECT**

Council Member White moved to approve Resolution No. 2026-144-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

**FACILITIES AND GROUNDS**

**PROPOSED ORDINANCE NO. 2026-126: DECLARING THE WANN-FARLEY HOUSE AS SURPLUS (FIRST READING 03/23/2026)**

Council Member Lessmann moved to approve Proposed Ordinance No. 2026-126. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**FIRE & RESCUE**

**RESOLUTION NO. 2026-145-R: AUTHORIZING A CONTRACTOR AGREEMENT WITH ROCKET CITY METAL & PORTABLE BUILDINGS, LLC, FOR THE PURCHASE AND INSTALLATION OF A CARPORT BUILDING IN THE AMOUNT OF \$2,060.25 (TO BE PAID FROM FIRE DEPARTMENT BUDGET)**

Council Member Bier moved to approve Resolution No. 2026-145-R. Council Member White seconded. The vote was taken and recorded as follows:

Council Member David Bier	Aye
Council Member Erica White	Aye
Council Member Maura Wroblewski	Aye
Council Member Billie Goodson	Aye

Council Member Michael McKay	Aye
Council Member Alice Lessmann	Aye
Council Member Kenneth Jackson	Aye

Motion carried.

**HUMAN RESOURCES**

**ORDINANCE NO. 2026-151: AMENDING SECTION 3 (SERVICE CATEGORIES AND PROBATIONARY PERIOD) OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)**

This is a first reading only

**RESOLUTION NO 2026-152-R: APPROVAL OF THE JOB DESCRIPTION FOR A SENIOR EXECUTIVE ASSISTANT TO THE MAYOR**

Council Member Lessmann moved to approve Resolution No. 2026-152-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PLANNING**

**PROPOSED ORDINANCE NO. 2026-095: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 7609 U.S. HIGHWAY 72 W, SOUTH OF U.S. HIGHWAY 72 W AND WEST OF NANCE ROAD, INTO THE CITY OF MADISON (FIRST READING 03/09/2026)**

Council Member Jackson moved to approve Proposed Ordinance No. 2026-095. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2026-119: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF STAR ESTATES SUBDIVISION PHASE 1 (FIRST READING 03/23/2026)**

Council Member White moved to approve Ordinance No. 2026-119. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2026-120: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 4 OF MCCRARY-CRUNK COMMERCIAL SUBDIVISION AND TRACT 2 OF MCCRARY COMMERCIAL SUBDIVISION PHASE 2 (FIRST READING 03/23/2026)**

Council Member Bier moved to approve Proposed Ordinance No. 2026-120. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-132-R: AUTHORIZING A DEVELOPMENT AGREEMENT WITH VELOCITY VENTURE MADISON, LLC**

Council Member Bier moved to approve Resolution No. 2026-132-R. Council Member McKay seconded. Council Member White asked Director of Development Services Mary Beth Broeren for clarification on the sales tax being retained at 1.5% until perpetuity. Director of Development Services, Mary Beth Broeren, reassured Council Member White that process is done with any sales tax incentive agreement. She explained that the city would only rebate 2% of what the project generates. Council Member White asked if part of the sales tax incentive program the business must be designated by the Alabama Department of Revenue as a tourist destination. Director of Development Services Mary Beth Broeren reassured Council Member White that that’s correct and the company did qualify by the state.

Council Member Goodson asked Director of Development Services Mary Beth Broeren if there was a situation where the company wasn’t taken in much revenue in return the rebate will not be much. Council Member Goodson shared that he liked the idea of it being a

performance-based incentive rather than the city paying infrastructure up front in hopes of collecting it back at the end in taxes. Director of Developmental Services Mary Beth Broeren reassured Council Goodson that the city would not be providing any infrastructure assistance and is strictly based on their performance for the 10 years and for the first five years there will be a rebate of 100% of the 2% and the second five years will be half of the 2%.

Council Member McKay shared that he loved that the park would be in the central part of the city. Director of Services Mary Beth Broeren clarified to Council that the peak hours are going to be after school hours and on Saturdays and Sunday afternoon. She stated that the traffic for this business is offset from the morning school and work commute. Council Member Bier thanked the park for choosing Madison. Council Member Bier asked if something happened, could the building be repurposed. He also thanked Director of Development Services Mary Beth Broeren for being aggressive with the efforts of the developments. Council Member White shared that she has seen it being evaluated from several different perspectives and is a prime example of increasing the city's commercial revenue. Council President Wroblewski shared that she thought it would be a great quality of life amenity for families. Council Member Lessmann shared she thought it would be great for the young adults and teenagers in the area and would open an opportunity for new restaurants and retail in the area. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2026-140: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 3C OF HUGHES ROAD SUBDIVISION PHASE 2 (FIRST READING, REQUEST TO SUSPEND THE RULES AND VOTE FOR IMMEDIATE CONSIDERATION)**

Council Member Goodson moved to suspend the rules for Proposed Ordinance No. 2026-140. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member Bier moved to approve Proposed Ordinance No. 2026-140. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-121-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-122; ZONING CERTAIN PROPERTY OWNED BY JILLIAN AND NICHOLAS HOLLAND CONSISTING OF 0.35 ACRES AND LOCATED AT 225 NANCY ROAD, WEST OF SLAUGHTER ROAD AND SOUTH OF LYNN DRIVE, R-1B UPON ANNEXATION (FIRST PUBLICATION 4/22/2026, SYNOPSIS 4/29/2026, PUBLIC HEARING 5/26/2026)**

Council Member White moved to approve Resolution No. 2026-121-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2026-123: ASSENTING TO THE ANNEXATION OF PROPERTY LOCATED AT 225 NANCY ROAD, WEST OF SLAUGHTER ROAD AND SOUTH OF LYNN DRIVE, INTO THE CITY OF MADISON (FIRST READING)**

This is a first reading only

**PROPOSED ORDINANCE NO. 2026-138: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 102 GIN OAKS COURT (FIRST READING)**

Council Member McKay moved to suspend the rules from Proposed Ordinance No. 2026-138. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member McKay moved to approve Proposed Ordinance No. 2026-138. Council Member Bier seconded. Council Member Bier asked if there was drainage or utility easement on either side of the property along the east and west. Director of Development Services Mary Beth Broeren shared that there is easement on either side. Council Member Bier asked if Director of Development Services Mary Beth Broeren had any concerns with that. Director of Development Services Mary Beth Broeren stated that she did not and was fine with the vacation request. The vote was taken and recorded as follows:

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

Motion carried.

**PROPOSED ORDINANCE NO. 2026-139: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 137 ALDERWOOD DRIVE, LOT 85 OF OLD IVY SUBDIVISION (FIRST READING)**

This is a first reading only

**RECREATION**

**PROPOSED ORDINANCE NO. 2026-127: AMENDING CHAPTER 2, SECTION 2-257 OF THE CODE OF ORDINANCES CITY OF MADISON, ALABAMA, RELATED TO THE RECREATION ADVISORY BOARD BY ADDING THE MADISON LACROSSE CLUB TO THE MEMBERSHIP (FIRST READING 03/23/2026)**

Council Member Bier moved to approve Proposed Ordinance No. 2026-127. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-146-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JEANENE ST. AMANT FOR THE PROVISION OF PROFESSIONAL ZUMBA INSTRUCTION AT NO COST TO THE CITY (\$1.50 PER CLASS FOR PARTICIPANTS)**

Council Member White moved to approve Resolution No. 2026-146-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-147-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MICHELLE DURIG FOR THE PROVISION OF PROFESSIONAL ZUMBA GOLD INSTRUCTION AT NO COST TO THE CITY (\$1.50 PER CLASS FOR PARTICIPANTS)**

Council Member Lessmann moved to approve Resolution No. 2026-147-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2026-148-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MARY'S MISSION, INC., FOR THE PROVISION OF PROFESSIONAL SELF-DEFENSE AND TAEKWONDO INSTRUCTION AT NO COST TO THE CITY (\$40-\$50 PER MONTH FOR EACH PARTICIPANT)**

Council Member Lessmann moved to approve Resolution No. 2026-148-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

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

Council Member Lessmann moved to enter into executive session for the purpose of such discussion. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member White announced she will be recusing herself before entering into Executive Session.

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

**ADJOURNMENT**

The meeting was adjourned at 7:23 p.m.

Minutes No. 2026-07-RG, dated April 13<sup>th</sup>, 2026, read, approved and adopted this 27<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Council Member Maura Wroblewski  
District One

\_\_\_\_\_  
Council Member David Bier  
District Two

\_\_\_\_\_  
Council Member Billie Goodson  
District Three

\_\_\_\_\_  
Council Member Michael McKay  
District Four

\_\_\_\_\_  
Council Member Alice Lessmann  
District Five

\_\_\_\_\_  
Council Member Erica White  
District Six

\_\_\_\_\_  
Council Member Kenneth Jackson  
District Seven

Concur:

\_\_\_\_\_  
Ranae Bartlett, Mayor

Attest:

\_\_\_\_\_  
Lisa D. Thomas  
City Clerk-Treasurer

\_\_\_\_\_  
Kerri Sulyma  
Recording Secretary

# PROCLAMATION DONATE LIFE MONTH

**WHEREAS**, by becoming an organ, eye and tissue donor, one individual can save and heal the lives of more than seventy-five people; and

**WHEREAS**, during National Donate Life Month, we honor the compassion and generosity of registered donors, donor families and living donors, and recognize the commitment of medical professionals, researchers, innovators, champions, and national partners who work tirelessly to save and heal lives through donation and transplantation; and

**WHEREAS**, more than 100,000 Americans and 1,200 Alabamians are currently on the national transplant waiting list; and

**WHEREAS**, another person is added to the waiting list every eight minutes, and on average, thirteen people die each day while waiting for a life-saving organ transplant; and

**WHEREAS**, the most effective way to address this health crisis is to educate and to encourage citizens to commit to the following actions: register your decision to be an organ, eye and tissue donor at **legacyofhope.org** or at your local **DMV**, and learn more about living donation at **DonateLife.net**; and

**WHEREAS**, the City of Madison feels that the Donate Life cause of saving and healing lives through organ, eye and tissue donation is of such immediate and worthwhile importance that

**NOW, THEREFORE,**

I, Ranae Bartlett, Mayor of the City of Madison, Alabama do hereby proclaim the month of

## APRIL 2026 as DONATE LIFE MONTH

in the City of Madison, Alabama and encourage all residents to register their decision to be an organ, eye and tissue donor at [legacyofhope.org](http://legacyofhope.org) or at our local Alabama DMV.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 27<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Ranae Bartlett, Mayor

# PROCLAMATION

## NAT'L SMALL BUSINESS WEEK

**WHEREAS**, the entrepreneurial spirit is a defining quality of the City of Madison which time and again has lifted us to new heights and carried us through our greatest challenges; and

**WHEREAS**, small businesses are not only the engines of our economic progress — they are the heart and soul of our communities; and

**WHEREAS**, in the North Alabama area, which includes the City of Madison there are 9,924 establishments with less than 500 employees, 93.2% of those have less than 50 employees; and

**WHEREAS**, those businesses with less than 50 employees employ 9,285 of our residents; and

**WHEREAS**, several of these small businesses have been named to Fortune's Best Small and Medium Workplaces, and North Alabama is nationally ranked for Best Places for Business, Careers and Job growth by Forbes; and

**WHEREAS**, during National Small Business Week, we celebrate the resolve and ingenuity of these businesses, entrepreneurs, and workers, and are committed to continuing to grow the City of Madison's economy by empowering and assisting our robust small business community; and

**NOW, THEREFORE,**

I, Ranae Bartlett, Mayor of the City of Madison, Alabama do hereby proclaim the week of

**MAY 3 – 9, 2026**

**as**

**NAT'L SMALL BUSINESS WEEK**

in the City of Madison, Alabama and urge the residents of our community, and communities across the country, to support small businesses and merchants during Small Business Week and throughout the year.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 27<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
Ranae Bartlett, Mayor

**RESOLUTION NO. 2026-156-R**

**A RESOLUTION APPROVING ASSIGNMENT OF  
CONTRACT FROM TIDEWATER LANDSCAPE MANAGEMENT, INC.  
TO YARDNIQUE, INC.**

**WHEREAS**, the City Council of the City of Madison, Alabama, has awarded a bid for right-of-way mowing (Bid No. 2025-006-ITB) to Tidewater Landscape Management, Inc. (“Tidewater”); and

**WHEREAS**, Yardnique, Inc., (“Yardnique”) has purchased Tidewater’s assets and contract obligations, and Tidewater has requested that the City consent to the assignment of its rights, interests, and obligations in the contract to Yardnique; and

**WHEREAS**, the contract provides that the City must consent to any assignment in writing; and

**WHEREAS**, the Public Works Director has agreed to the assignment;

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an acceptance of assignment of the above-described contract from Tidewater to Yardnique, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same;

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of April 2026.

\_\_\_\_\_  
*Maura Wroblewski, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of April 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama

<b>Madison Visionary Partners- Meta Downtown WiFi Grant</b>	
<b>\$20,000</b>	<b>Received via direct deposit from Meta</b>
<b>-\$600</b>	<b>3% fiscal fee</b>
<b>\$19,400</b>	<b>Check # 1194 to City of Madison</b>

**RESOLUTION NO. 2026-157-R**

**APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR SOUTHERN CATFISH AND CREOLE CUISINE, LLC, D/B/A SOUTHERN CATFISH AND CREOLE CUISINE**

**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 **Southern Catfish and Creole Cuisine, LLC**, doing business as **Southern Catfish and Creole Cuisine**, which has applied for said license for its location at **234 Lime Quarry Road, Madison, Alabama 35758**; and

**WHEREAS**, the Revenue Director has received written approval for the application of **Southern Catfish and Creole Cuisine, LLC**, from the Madison Police Department, the Building Department, and the Fire 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, the City Council hereby consents to the issuance of a Restaurant Retail Liquor License to **Southern Catfish and Creole Cuisine, LLC**, doing business as **Southern Catfish and Creole Cuisine** for its **234 Lime Quarry Road, Madison, Alabama 35758** location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

**BE IT FURTHER RESOLVED** that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Restaurant Retail Liquor License to **Southern Catfish and Creole Cuisine, LLC**, doing business as **Southern Catfish and Creole Cuisine**.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of April 2026.

\_\_\_\_\_  
*Maura Wroblewski, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT  
100 HUGHES ROAD, MADISON, AL 35758  
[REVENUE@MADISONAL.GOV](mailto:REVENUE@MADISONAL.GOV) / 256-772-5628  
[WWW.MADISONAL.GOV](http://WWW.MADISONAL.GOV)

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**Date:** April 22, 2026

**To:** Mayor & City Council

**From:** Ivon Williams  
Deputy Revenue Officer

**Subject:** Southern Catfish and Creole Cuisine LLC  
DBA: Southern Catfish and Creole Cuisine  
Restaurant Retail Liquor License

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Please find attached a copy of the checklist for Southern Catfish and Creole Cuisine LLC., doing business as Southern Catfish and Creole Cuisine LLC, regarding their application for a Restaurant Retail Liquor License for their location at 234 Lime Quarry Road, Madison, AL 35758

This business is applying for a Restaurant Retail Liquor License at this time because it is a new business in Madison.

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

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



**Checklist for Beer/Wine/Liquor License**

ON PREMISE  OFF PREMISE  BEER  WINE  LIQUOR

**Owner Name:** Southern Catfish and Creole Cuisine LLC

**Business Name:** Southern Catfish and Creole Cuisine

**Business Location:** 234 Lime Quarry Road, Madison, AL 35758

**Mailing Address:** 12533 Elmhurst Drive, Athens, AL 35613

**Phone:** (256) 520-1493

**APPLICATION FEE:**

Date Paid: 3/18/2026 Amount: \$ 100.00 Receipt #: 3659

Copy of Lease: \_\_\_\_\_ Incorporation Papers: \_\_\_\_\_

**POLICE DEPARTMENT APPROVAL:**

Letter Sent: \_\_\_\_\_

Background Check:  Approved  Disapproved

Check Completed By: Becky Renfroe Title Investigations Assistant

Date Completed: 4/3/2026

**BUILDING DEPARTMENT APPROVAL:**

Letter Sent: \_\_\_\_\_

Inspection:  Approved  Disapproved

Inspection Completed By: [Signature] Title Business Director

Date Completed: 4-10-26

**FIRE DEPARTMENT APPROVAL:**

Letter Sent: \_\_\_\_\_

Inspection:  Approved  Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 4/9/26

**ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:**

Memo Sent to City Clerk On: 4/1/2026

Date Placed: 4/1/2026 Newspaper: 4/8/2026

Publication Fee Paid: \$184

Date Paid: 3/18/2026 Receipt #: 3659

Date of Public Hearing: 3/9/2026

Approved:  Denied:

**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: \_\_\_\_\_

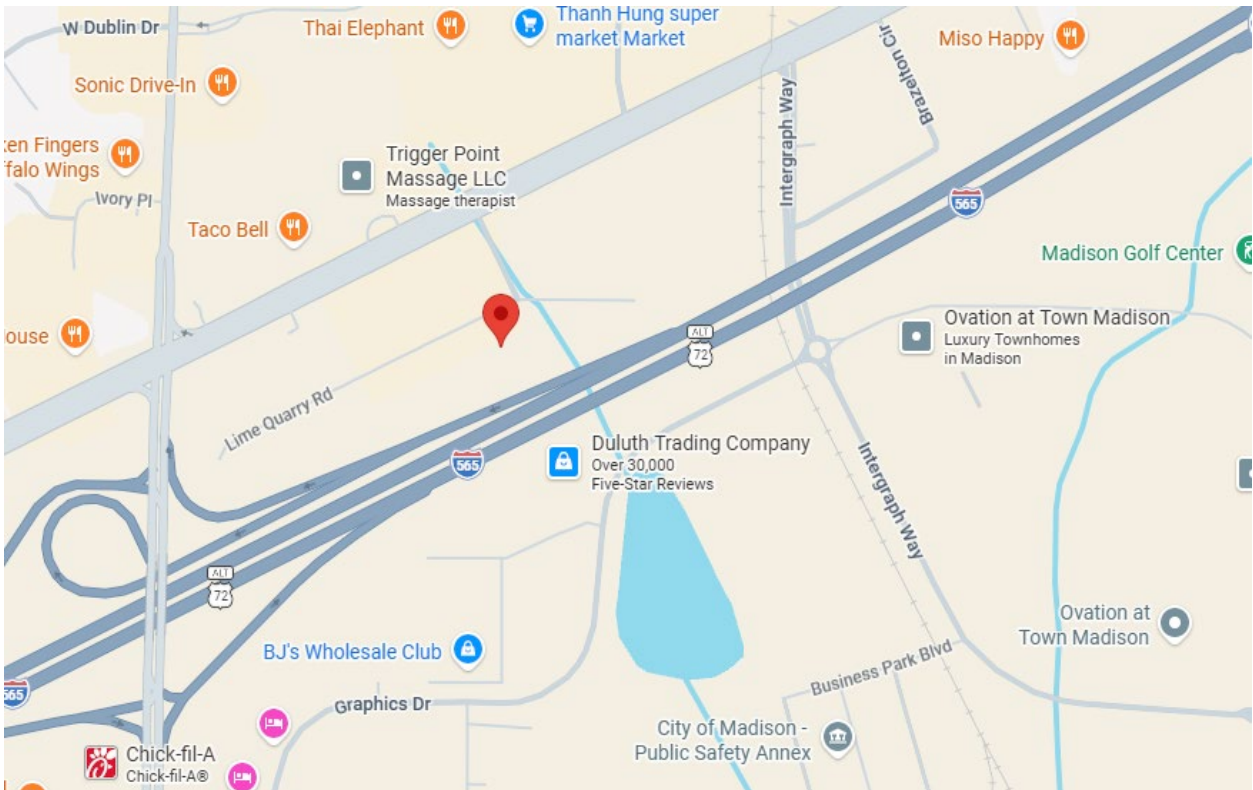
Mailed to Applicant: \_\_\_\_\_

**CITY LICENSE:**

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

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

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



**RESOLUTION NO. 2026-164-R****A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS  
FOR THE ROYAL DRIVE EXTENSION PROJECT**

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

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain permanent rights of way on, over, across, and upon the following described parcels of land for the **Royal Drive Extension Project**, to-wit:
  - a. See Exhibit A, which contains descriptions for two (2) Tracts (the “Tract(s)”), which are attached hereto and incorporated herein, and copies of which are permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama. Drawings for each Tract are included with the parcel descriptions for each respective Tract.
2. That the obtainment of the foregoing Tracts is necessary for the Royal Drive Extension Project (the “Project”), which is in the best interest of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That the Mayor of the City of Madison, or her designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance the above-described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended. Furthermore, in the event that certain owners of the respective Tracts desire to donate and dedicate their respective Tracts to the City of Madison, the City shall hereby accept the donation and dedication of such Tracts for purposes of the Project.
4. That the Mayor of the City of Madison, or her designee, be, and is hereby authorized, empowered, and directed to cause the above-described Tracts to be appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.
5. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the City Attorney’s Office is hereby authorized to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of April 2026.

\_\_\_\_\_  
***Maura Wroblewski, Council President***  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of April 2026.

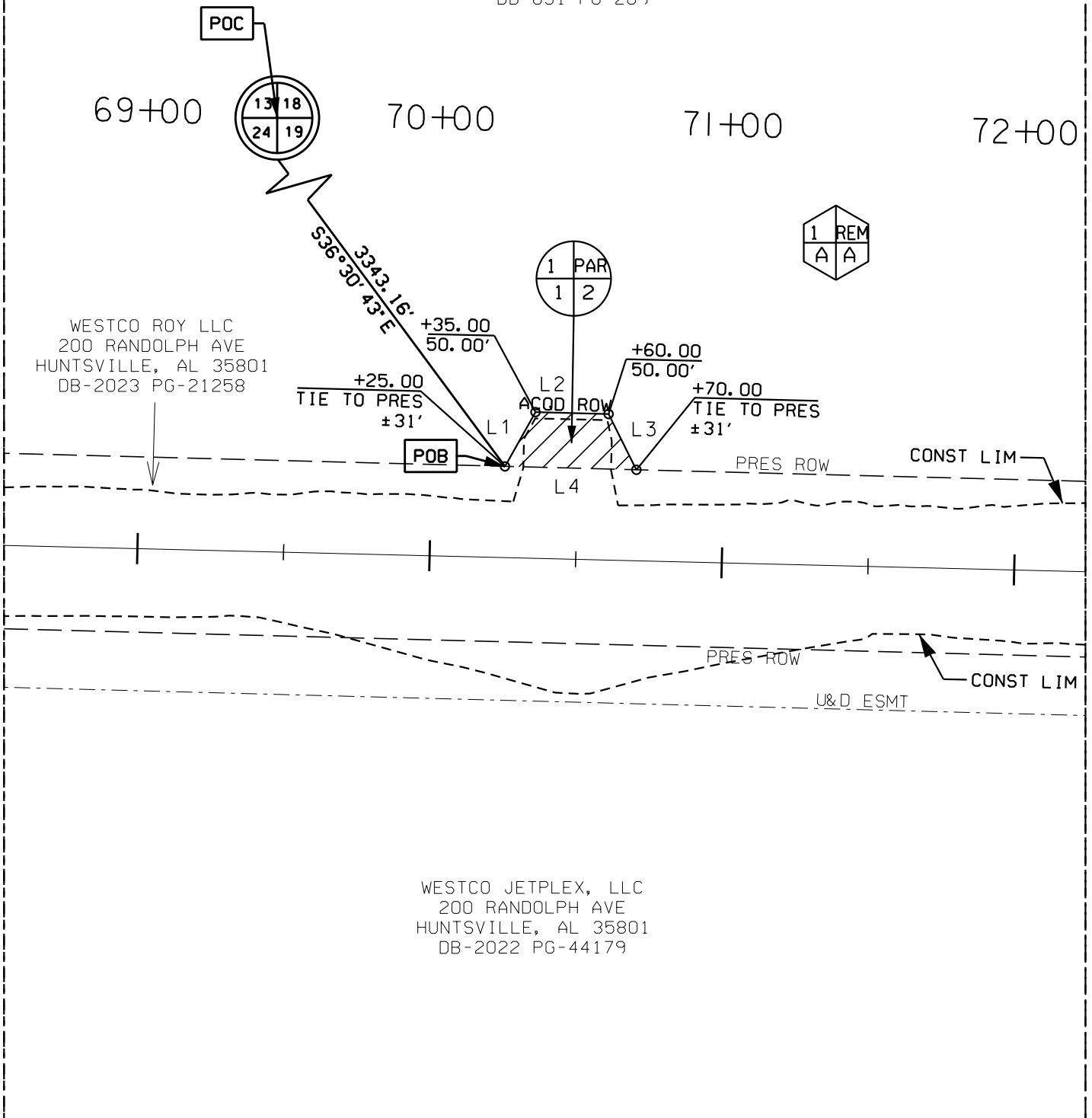
\_\_\_\_\_  
***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**

CALL	BEARING	DISTANCE
L1	N29° 25' 45" E	21.28
L2	S88° 36' 26" E	25.00
L3	S26° 32' 51" E	21.34
L4	N88° 30' 36" W	45.00

SE 1/4 of the NW 1/4 of Section 19, T-4-S, R-2-W



GUY, GAYLE WANN &  
WILLIAM FARLEY WANN  
324 SAND MYRTLE TRL  
DESTIN, FL 32541  
DB-631 PG-209



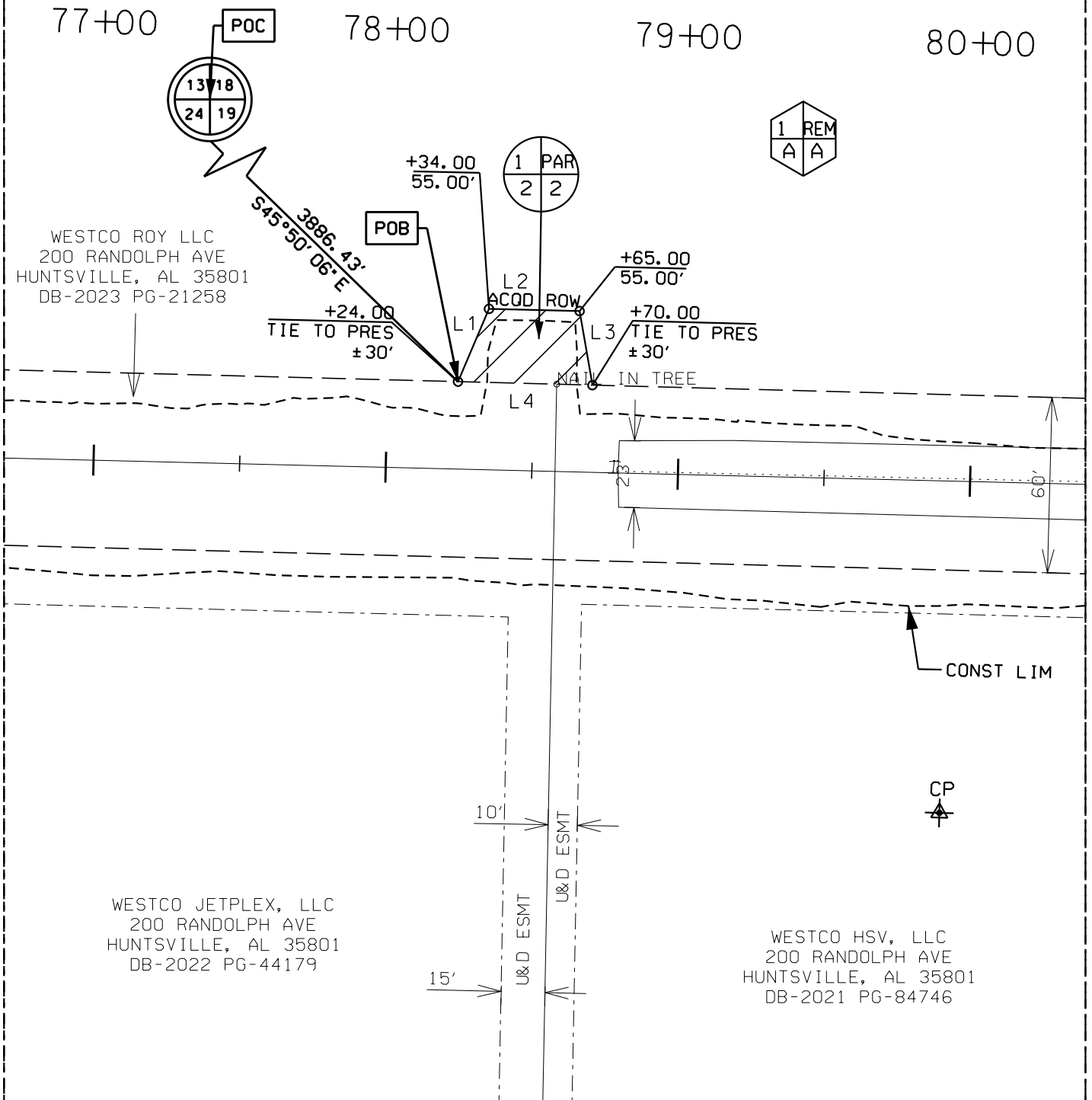
TRACT NUMBER: 1 (PARCEL 1 OF 2) CITY OF MADISON  
 OWNER: GUY, GAYLE WANN & WILLIAM FARLEY WANN PROJ NO: 24-023  
 TOTAL ACREAGE: 293.560 AC COUNTY: MADISON  
 R/W REQUIRED: 0.015 OF SCALE: 1" = 50'  
0.037 AC DATE: 02/09/2026  
 REMAINDER: 293.523 AC REVISED: \_\_\_\_\_

CALL	BEARING	DISTANCE
L1	N23° 05' 22" E	27.05
L2	S88° 36' 26" E	31.00
L3	S09° 49' 19" E	25.71
L4	N88° 30' 04" W	46.00

SW 1/4 of the NE 1/4 of Section 19, T-4-S, R-2-W



GUY, GAYLE WANN &  
WILLIAM FARLEY WANN  
324 SAND MYRTLE TRL  
DESTIN, FL 32541  
DB-631 PG-209



TRACT NUMBER: 1 (PARCEL 2 OF 2)

OWNER: GUY, GAYLE WANN &

WILLIAM FARLEY WANN

CITY OF MADISON

TOTAL ACREAGE: 293.560 AC

PROJ NO: 24-023

R/W REQUIRED: 0.022 OF

COUNTY: MADISON

0.037 AC

SCALE: 1" = 50'

REMAINDER: 293.523 AC

DATE: 02/09/2026

REVISED: \_\_\_\_\_

**ORDINANCE NO. 2026-151**

**AN ORDINANCE TO AMEND POLICY 3: SERVICE CATEGORIES AND PROBATIONARY PERIOD OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

**WHEREAS**, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures*, and the City Council last amended Policy 3: Service Categories and Probationary Period, on February 23, 2026, via Ordinance No. 2026-077; and

**WHEREAS**, upon the recommendation of the City Council’s Human Resources Committee, the City Council desires to amend said Policy 3: Service Categories and Probationary Period in the manner set forth in this Ordinance;

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of Madison, Alabama, as follows:

**Section 1.** That the following proposed revisions will repeal the current Policy Section 3 and replace it with the addition of the proposed revised policy changes summarized as follows and attached in full to this Ordinance:

- *Addition of Policy Section 3.3 to provide standards for the use of temporary staffing agency services.*

**Section 2.** That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

**Section 3.** That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 3 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

**Section 4.** That this Ordinance shall become effective upon adoption and publication.

**READ, PASSED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
*Maura Wroblewski, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

APPROVED this \_\_\_ day of \_\_\_\_\_ 2026.

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*Ranae Bartlett, Mayor*  
City of Madison, Alabama

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: February 23, 2026

<b>SECTION 3 – SERVICE CATEGORIES AND PROBATIONARY PERIOD</b>			
<b>Section</b>	<b>Topic and Subsections</b>	<b>Subtopic</b>	<b>Pages</b>
<b>3.1</b>	<b>Service Categories</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Regular Employees</b></li> <li><input type="checkbox"/> <b>Probationary</b></li> <li><input type="checkbox"/> <b>Temporary Employees</b></li> <li><input type="checkbox"/> <b>Temporary Transfer Provisions</b></li> <li><input type="checkbox"/> <b>Unclassified Service Employees</b></li> <li><input type="checkbox"/> <b>Unclassified Officials</b></li> <li><input type="checkbox"/> <b>Classified Service Employees</b></li> </ul>	<p><b>2 – 6</b></p> <p><b>2</b></p> <p><b>2</b></p> <p><b>2 - 3</b></p> <p><b>3</b></p> <p><b>4</b></p> <p><b>5</b></p> <p><b>6</b></p>
<b>3.2</b>	<b>Probationary Period</b>		<b>6 - 7</b>
<b>3.3</b>	<b>Use of Temporary Agency Personnel</b>		<b>7 - 8</b>

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

*Last Revision: February 23, 2026*

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**3.1 SERVICE CATEGORIES**

The service category of any employee shall be for the purpose of categorizing the employment in accordance with the anticipated length of employment, working hours, or other employment conditions.

**Regular,  
Full Time.**

A regular employee is hired on a full-time regular basis subject to the policies concerning probationary period, and termination for cause. The employee is expected to work the full work week as determined by the Department Head.

**Regular,  
Part-Time.**

A regular, part-time employee is hired for an indefinite period of time to work no more than 29 hours per week.

Department Heads must ensure that the number of hours a part-time regular employee works does not exceed 29 hours per week. Part-time service employment will not count as continuous years of service with the City if a part-time employee is later employed in a regular full-time position.

**Probationary.**

Initially, each individual hired, except exclusions stated below, will be placed in a probationary status for at least (1) year. Temporary employees are always considered probationary, due to their short-term employment. Aide to the Mayor and Aide to the Council positions are excluded from this provision since they serve solely at the pleasure of the Mayor or City Council, respectively, and could be terminated at any time, with or without cause.

A probationary status employee may be terminated at any time by the appointing authority, without a hearing and without recourse under these guidelines during the probationary period.

**Temporary  
Employees  
(Part-time and  
Full-time).**

Temporary employees are not eligible for any paid leave, holidays or benefits. Because of their short-term status, temporary employees are always considered probationary. Accordingly, temporary employees may be terminated at any time by the appointing authority, without a hearing and without recourse under these guidelines.

Temporary service employment will not count as continuous years of service if a temporary service individual is later appointed to regular full-

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

*Last Revision: February 23, 2026*

---

time position.

**Temporary Full-Time.**

A temporary, full-time employee is hired for a limited period of time, no more than 120 work days within one (1) calendar year for the performance of specific tasks. The employee is expected to typically work a full workweek.

**Temporary Part-time.**

A temporary, part-time employee is hired for a limited period of time, less than one (1) year, for the performance of specific tasks and is terminated from the Payroll System for one (1) complete pay period before being eligible for another temporary position.

Department Heads must ensure that the number of hours a part-time employee works does not exceed 29 hours per week.

**Temporary Transfer Provisions.**

Temporary service individuals may not be transferred directly to a regular part-time or full-time position. However, they may apply for vacancies for a regular position in the same manner as an external applicant.

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: February 23, 2026

**Unclassified**

**Service Employee.** The unclassified service will include only those individuals who are approved by the City Council to be assigned to such service. Normally, such assignments will include department heads and aides to the City Council or Mayor. It is the intent of this section to create a category of service that is to be distinguished from the classified service. The unclassified service includes, but is not limited to, the following positions:

Chief of Police
City Attorney
City Clerk-Treasurer
City Engineer
Council's Aide
Director, Building
Director, Facilities and Grounds
Director, Finance Department
Director, Human Resources
Director, Information Technology
Director, Planning
Director, Public Works Department
Director, Operations and Communications
Director, Recreation Department
Director, Revenue Department
Fire Chief
Mayor's Aide (Assigned Title and Appointed by the Mayor)
Municipal Court Clerk

Full-time, unclassified service employees are eligible to participate in City employee benefits, including group medical insurance and life insurance, Alabama state retirement, paid annual leave and sick leave, and holiday pay. The city personnel system will apply to unclassified service employees the same as classified service employees, except as hereinafter provided.

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

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Date Issued: April 10, 2002

*Last Revision: February 23, 2026*

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**Unclassified  
Officials**

The City Clerk-Treasurer, Police Chief, and Fire Chief are considered to be officers of the City pursuant to Ala. Code § 11-43-81 and are appointed by the City Council. The City Council will select the City Attorney; and the Mayor is responsible for the appointment of all other unclassified service personnel. The authority to separate those unclassified employees who are designated as officers shall be as specified in Ala. Code § 11-43-81, as it may be amended. Aide to the Mayor position shall serve completely at the pleasure of the Mayor. Aide to the Council position shall serve completely at the pleasure of the Council. Aide to the Mayor and Aide to Council positions may be terminated at any time, with or without cause, without a hearing and without recourse. All other unclassified employees may be separated as provided in these policies and procedures.

City Council may appoint unclassified officials of the City (including, but not limited to, the Municipal Judge and Associate Judge). Judges are not eligible for any paid leave or holidays or benefits (other than participation in RSA-1). Pay shall be determined by the City Council at the time of appointment. In the event the City Council approves COLA increase(s) for City employees during the term of Judge appointment, the COLA increase shall be applied to the rate of compensation for the Presiding Municipal Judge and Alternate Municipal Judge.

**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

Last Revision: February 23, 2026

**Classified Service.**

The classified service includes regular full-time and regular part-time employees, not included in the unclassified service of the city.

Full-time regular classified service employees are eligible to participate in all City provided employee benefits, including group medical insurance and life insurance, Alabama state retirement, annual and sick leave, and holiday pay.

Part-time regular classified service employees are not eligible for any paid leave or benefits, with the exception of the following:

- Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly scheduled to work (up to 8 hours) unless the employee is scheduled to work at least the same number of hours that they normally work during the holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.
- Regular part-time employees must participate in the Alabama state employee retirement system (effective January 5, 2004).

**3.2 PROBATIONARY PERIOD**

The probationary period is an integral part of the selection procedure, allowing for training, observation and evaluation of an employee’s skills, conduct and performance in order to determine fitness for regular status in the position, and shall be utilized for the most effective adjustment of a new employee and for the elimination of any probationary employee whose skills, performance, or behaviors do not meet the required standard. Aide to the Mayor and Aide to the Council positions are excluded from this provision since they serve solely at the pleasure of the Mayor and City Council, respectively and may be terminated at any time with or without cause. Unclassified officials are also excluded from this provision.

**Duration of Probation Period.**

Each new employee hired to fill an authorized regular position (with the exception of Aide to Mayor and Aide to Council) shall be required to complete a probationary period for observing the employee’s ability to perform the various duties of the position. The probationary period for new employees shall begin immediately upon hire and continue for up to one (1) year. This probationary period may or may not be extended at the City’s discretion due to significant unforeseen and “approved” absences with required documentation. Any concerns requiring an extension of the probationary period shall be documented prior to the employee’s one (1) year anniversary. A probationary employee may be reprimanded,

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

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suspended, reduced in pay or class, or terminated at any time during the probationary period with no right of review for such action.

If a probationary employee is terminated, the Department Head must complete a Probationary Dismissal Form and a Termination Record Form.

### **3.3 USE OF TEMPORARY AGENCY PERSONNEL**

This section establishes uniform standards and controls for the use of temporary staffing agencies by the City. This policy ensures compliance with applicable laws, budget requirements, and principles of transparency, equity, and public accountability. This policy applies to all departments that utilize temporary workers supplied through third-party staffing agencies.

- Acceptable use of temporary agency staffing includes short-term vacancies due to illness, unexpected separation, seasonal or workload-driven needs, special projects with a defined scope and end date, or emergency or time-sensitive operational needs.
- Temporary staffing is NOT to be used for ongoing or permanent operational needs. Hiring managers cannot use temporary agency workers to circumvent job posting, testing, or recruitment requirements, or to replace furloughed or laid-off employees. Hiring managers cannot use temporary agency contracts to hire applicants who are disqualified from City employment.
- Temporary agency staffers may be hired only through an agency that holds a valid contract with the City. The HR Department and Department Heads using temporary staff are responsible for ensuring that temporary agency contracts are observed.
- Temporary agency workers are not considered City employees, and their assignments shall not exceed 12 consecutive months, unless extended by the Mayor. If a department requires a position to be filled with a temporary employee for longer than 12 months, the Department Head should consider hiring a permanent replacement or converting a temporary or seasonal job to a regular staff position. If permanent replacement or conversion is not feasible, the hiring manager must direct the staffing agency to assign a different temporary worker to the role.
- As applicable, and for safety sensitive jobs, workers from the temporary agency must complete the same drug screening and background checks that employees in the permanent job must complete. **All records shall be submitted to HR. The individual departments are responsible for costs of the background checks and drug screening.** Supervisors must ensure that temporary

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**POLICY: SERVICE CATEGORIES AND EMPLOYMENT STATUS Policy Section No. 3**

Date Issued: April 10, 2002

*Last Revision: February 23, 2026*

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workers follow the same policies as City employees, including policies regarding employment violations and policies pertaining to the employment of relatives.

**RESOLUTION NO. 2026-153-R**

**A RESOLUTION TO AWARD BID NO. 2026-005-ITB  
FOR TEMPORARY STAFFING SERVICES**

**WHEREAS**, the City of Madison's Bidding Coordinator, by proper notice, solicited bids for Project No. 2026-005-ITB in accordance with Alabama's Competitive Bid Law, Title 41 of the *Code of Alabama*, for the provision of temporary staffing services; and

**WHEREAS**, all sealed Bids timely and properly submitted in response to the Project's Invitation to Bid were opened and read on or about April 22, 2026, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

**WHEREAS**, the appropriate City staff have considered and evaluated the bids and, after full consideration of each, have recommended that Council award the bid to **Cynova Strategies, Inc.**, for temporary staffing services identified in the Bid Submittal; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to award the bid for Project No. 2026-005-ITB to **Cynova Strategies, Inc.**, for the services and at the amounts set forth in the attached Bid Tabulation, such award to be made according to the terms and conditions set forth in the Invitation to Bid and the Bid Submittal attached hereto and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that Project No. 2026-005-ITB is hereby awarded to **Cynova Strategies, Inc.**, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate such award; and

**BE IT FURTHER RESOLVED** that this award is conditioned upon **Cynova Strategies, Inc.**, completing and submitting to the City all required documents and items related thereto; and

**BE IT FURTHER RESOLVED** that the Finance Director is hereby authorized to issue payment to **Cynova Strategies, Inc.**, in accordance with the terms and conditions of services as set forth in the Invitation to Bid.

**READ, PASSED, AND ADOPTED** this 27<sup>th</sup> day of April 2026.

\_\_\_\_\_  
*Maura Wroblewski, Council President*  
City of Madison, Alabama

*Resolution No. 2026-153-R*

**ATTEST:**

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

**APPROVED** this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama



**2026-005-ITB / Temporary Staffing Services**  
**Issued April 1, 2026**

**BID TABULATION**

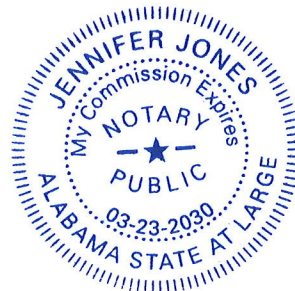
BIDDER NAME	Cynova Strategies, Inc.	ND Global Consulting Services, Inc.	Insight Global, LLC	Sapot Systems, Inc.	JobSource Alabama
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y	Non-Responsive
REQUIRED INFORMATION FROM SECTION D. 5.	Y	Y	Y	Y	
BID BOND	Y	Y	Y	N	
CERTIFICATE OF INSURANCE	Y	Y	Y	Y	
E-VERIFY ENROLLMENT	Y	Y	Y	Y	
ACKNOWLEDGED ADDENDUM #1	N	Y	Y	N	
PERCENTAGE MARK-UP OVER HOURLY RATES	22.25%	45%	75%	15%	

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

*Alicia Walden*  
 Alicia Walden  
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 22<sup>nd</sup> day of April, 2026.

*Jennifer Jones*  
 Notary Public



**City of Madison, Alabama**  
**Bid Number: 2026-005-ITB**  
**Project Title: Temporary Staffing Services**  
**Issued: April 1, 2026**



**BIDDER PRICING SHEET**

**BIDDER NAME:** Cynova Strategeis, Inc.

**ADDRESS:** 2707 Artie Ste. Bldg 500 Ste. 36

**CITY/STATE/ZIP:** Huntsville, AL 35806

Percentage markup over the hourly rates as set by the City of Madison  
22.25 %

**Note:** The hourly percentage markup shall be inclusive of all required services necessary to provide the City with temporary personnel as specified in this ITB, and no additional fees will be assessed to the City.

**\*\*All bid submissions are to include the information requested in Section D. 5. Additional Submission Requirements. Bid submissions that do not include this information will be deemed non-responsive.**

I, Cynethia Heard, as President & CEO

for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

04/21/2026  
Date

*Cynethia C. Heard*  
Signature of Authorized Representative

**RESOLUTION NO. 2026-159-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE  
CITY OF MADISON AND THE DEPARTMENT OF WAR FOR  
PARTICIPATION IN SKILLBRIDGE PROGRAM**

**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 with The Office of the Under Secretary of War for Personnel and Readiness of the U.S. Department of War, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding" to implement the SkillBridge Program; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27<sup>th</sup> day of April 2026.

\_\_\_\_\_  
*Maura Wroblewski, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of April 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OFFICE OF THE UNDER SECRETARY OF WAR FOR PERSONNEL AND READINESS,  
U.S. DEPARTMENT OF WAR AND  
SKILLBRIDGE PROVIDER**

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of War for Personnel and Readiness (USW(P&R)) of the U.S. Department of War<sup>1</sup> (DoW) and

\_\_\_\_\_ a.k.a. \_\_\_\_\_  
hereinafter referred to collectively as the “Parties.”

1. **BACKGROUND:** The DoW SkillBridge Program provides a structured pathway for eligible and authorized Service members to participate in job training and employment skills training, including apprenticeships and internships, within 180 days of separation from active-duty service to help prepare for employment in the civilian sector. The Military-Civilian Transition Office (MCTO), under the authority of the USW(P&R), executes a Memorandum of Understanding (MOU) with public and private organizations who then host SkillBridge programs in accordance with the rules, parameters, procedures, and responsibilities outlined in the MOU.
2. **AUTHORITIES:**
  - 2.1. DoD Instruction (DoDI) 1322.29, “Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service members,” 24 January 2014. Incorporating Change 1, Effective May 5, 2020
  - 2.2. DoDI 1332.35, “Transition Assistance Program (TAP) For Military Personnel,” 26 September 2019
  - 2.3. DoDI 1344.07, “Personal Commercial Solicitation on DoD Installations,” 30 March 2006
  - 2.4. DoDI 1000.15, “Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations,” 24 October 2008
  - 2.5. 51 U.S. Code § 20113 – Powers of the Administration in performance of functions
  - 2.6. 10 U.S. Code § 1143 - Employment assistance
  - 2.7. 5 U.S. Code § 2301 – Merit system principles
3. **PURPOSE:** This MOU establishes rules, parameters, procedures, and responsibilities for the SkillBridge Program parties.
4. **UNDERSTANDING OF THE PARTIES:**
  - 4.1 The MCTO will:
    - 4.1.1 Support authorized DoW SkillBridge organizations access on installations under the Department’s authority in accordance with installation access protocol.

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<sup>1</sup> Formerly the Department of Defense (DoD)

4.1.2 Provide public information to Service members about the availability, locations, and training opportunities of DoW SkillBridge programs and appropriate resource information on authorized DoW SkillBridge organizations.

4.1.3 Enforce policy that ensures participating Military Departments validate Service members' eligibility to participate and that they have received approval to participate from their first field grade commander, (O-4 and above), in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.4 Institute policy for Military Departments to authorize designated SkillBridge training locations as the place of duty for participating Service members with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.1.5 Conduct a U.S. State business records authentication check. Authorized SkillBridge organizations must remain in good standing for this MOU to remain valid. Foreign-owned educational or commercial institutions, or businesses registered with a U.S. State may be eligible to participate in SkillBridge. Foreign-owned educational or commercial institutions, or businesses owned, operated, or controlled by a foreign government, or foreign government entities, are not eligible for participation. The entities listed here qualify as an emolument because such entities are viewed as an extension of the foreign government.

4.1.6 Verify DoW SkillBridge providers are established as a business for a minimum of three years (exceptions: federal agencies, state and local government); associated training cost (if any) are not imposed on the Service member by the authorized SkillBridge organization prior to determination of approval; and training plans are reviewed and approved for SkillBridge opportunities prior to being publicly shared.

4.1.7 Resolve Military Departments escalated formal complaints to uphold the integrity and equitable operation of the DoW SkillBridge program.

4.2 The SkillBridge authorized organization will:

4.2.1 Accept at least the minimum number of SkillBridge candidates annually based on organizational size. Minimum requirement:

- Small business organization with 200 or fewer employees –
  - at least 1 candidate per year;
- Midsize business organizations with more than 200, but less than 400 employees –
  - at least 2 candidates per year;
- Midsize Business organizations with more than 400, but less than 600 employees –
  - at least 3 candidates per year; and
- Large business organizations with more than 600, but less than 1000 employees –
  - at least 4 candidates per year;
- Large business organizations with over 1000 employees –
  - at least 5 candidates per year.

4.2.2 Ensure a minimum of suitable, available full-time positions equal to or exceeding the number of participating service members at any given time. Federal and local government agencies aim to ensure a minimum of suitable, available full-time positions, utilizing special hiring authorities (as applicable) in accordance with the federal merit system principles, equal to or exceeding the number of participating Service members.

4.2.3 Provide eligible Service members with on-the-job training (OJT), employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities to enrich professional development experiences with competence-based employment skills, knowledge, or abilities directly linked to job opportunities in the civilian workforce and meet the below objectives:

4.2.4 Improve the Service member's competency levels (i.e., knowledge, skills, and abilities) and broaden the range of their competencies by building upon the occupational skills acquired during military service.

4.2.5 Improve or provide skills unrelated to the occupational skills acquired during military service but related to the successful performance of a civilian occupation identified by the Service member as their post-transition goal for civilian employment upon separation.

4.2.6 Refine or enhance skills acquired during military service by redirecting skills that were acquired initially with a focus on the military mission toward related skills that are required to successfully perform occupations in the civilian workforce to increase the post-employment opportunities for transitioning Service members.

4.2.7 Ensure employment skills training, pre-apprenticeship, apprenticeship, or internship opportunities are not offered as virtual asynchronous only; online opportunities must include virtual synchronous (i.e., live person-led) training and/or a hybrid with in-person sessions. Asynchronous training (if any) will be less than 50% of the length of the training.

4.2.8 Screen and select Service member candidates for participation based on self-initiated interest; ensure candidates have their Military Department's authorization before starting the SkillBridge program.

4.2.9 Ensure that outside of subsistence, lodging, and home-station to program location travel costs, participating Service members do not incur direct financial costs directly or indirectly related to program administration and delivery (e.g., training fees, training materials, equipment, uniforms, certifications, licensure). At the sole discretion of the Service member, program administration and delivery costs can or may be covered by the Service member's VA GI Bill benefits when said costs qualify for the same and are specifically and clearly identified by the SkillBridge provider in their SkillBridge application. At their sole discretion, the SkillBridge provider may subsidize or reimburse any or all subsistence, lodging, and home-station to program location travel costs if said subsidy or reimbursement is offered to all similar training participants without regard to military affiliation and specifically and clearly identified by the SkillBridge provider in their SkillBridge application.

4.2.10 Ensure Service members who successfully complete the SkillBridge program have a high probability of immediate post-service suitable employment. High probability of employment is defined as 75% or higher of Service members who successfully complete the program receive a qualifying offer of immediate post-service suitable employment with an 85% or higher offer rate as the Key Performance Indicator (KPI) goal. Federal, state, and municipal agencies are exempt from the 75% KPI. Federal, state, and municipal agencies will consider offering post-service suitable employment for open positions to Service members who successfully complete their SkillBridge program, are eligible for special hiring authorities, and meet the minimum qualifications of the position according to federal merit system principles, or equivalent state and municipal requirements.

4.2.11 a. Provide neither compensation nor gifts to Service members for services performed while participating in the program.

b. The Emoluments Clause prohibits receipt of consulting fees, gifts, travel expenses, honoraria, or salary by all active and retired military personnel, officer and enlisted, Regular and Reserve, from a foreign government unless Congressional consent is first obtained. Consent is provided by Congress in 37 U.S.C. § 908, which requires advance approval from the relevant Service Secretary and the Secretary of State before accepting employment, consulting fees, gifts, travel expenses, honoraria or salary from a foreign government.

c. Domestic Partnerships participating as an authorized SkillBridge organization may not distribute partnership profits to participants or to retired personnel that do not comply with the Emoluments Clause. The Emoluments Clause may apply to monies they receive through employment with a domestic partnership or a limited liability company, such as a law firm or consulting business. This is so even if the foreign government is not one of the retiree's clients. Accepting a share of partnership profits that is derived from the partnership's representation of a foreign government is considered an emolument, even if the retiree did not provide direct services to the foreign government client.

4.2.12 Coordinate with MCTO on matters of participant compliance with other restrictions on acceptance of compensation and gifts, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. §§ 201-209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (15 May 2024).

4.2.13 Ensure opportunity does not create a conflict of interest for the Service member, as defined in DoDI 1332.35 or other guidance provided by the Military Departments.

4.2.14 Ensure all information provided on the DoW SkillBridge website, including the status of active recruitment, details about training programs, and points of contact, is kept up to date and accurately reflects the current opportunities and conditions of their SkillBridge offerings.

4.2.15 Submit a request for approval of any new elements or programs to add to their DoW SkillBridge offerings, accompanied by a detailed training plan for each change. This plan should outline the objectives, structure, duration, and expected outcomes of the training, ensuring alignment with the SkillBridge program's goals and standards.

4.2.16 Appoint a representative to maintain continuing liaison with MCTO, the Military Departments, and military installation SkillBridge managers.

4.2.17 Assume overall responsibility for the execution of its SkillBridge program, both on and off participating military installations, as applicable.

4.2.18 Provide a structured and safe training environment for Service members that fully complies with all applicable labor, employment, and workplace safety laws, regulations, and standards to ensure a secure and productive learning experience.

4.2.19 Notify the appropriate Military Department, SkillBridge installation liaison, or command approving authority immediately upon discovery of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.

4.2.20 Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USW(P&R).

4.2.21 Upon request, provide MCTO outcome data on the salary, hire and retention rates to include percentage of immediate hire employment offers.

4.2.22 At a minimum, provide program participation data at 90-, and 180-day post-program employment or at the request of MCTO. At a minimum, data will include the number of participants accepted into the program, their Military Service association, the number of participants who complete the program, the number of participants offered qualifying employment, the number of participants who accepted qualifying employment, the industry of the employment offer, and their starting salary offer.

4.2.23 Not suggest or imply official DoW or Military Department sanction or endorsement of their organization's products or services because of participation in the SkillBridge program or otherwise.

4.2.24 Inform the respective Installation Public Affairs Office (PAO) when any local or regional media coverage is expected relating to the SkillBridge program and MCTO when national media coverage is expected. Include all materials intended for use in connection with such coverage in the notification to the respective Installation PAO and MCTO in the case of national media coverage. This requirement does not include communications conducted solely through their own marketing or social media platforms.

4.2.25 Only use the DoW SkillBridge name and logo as an approved SkillBridge provider in conjunction with DoW authorized provider programs. Approved use includes provider informing audiences of their participation in the program on websites and resource material used to support the DoW SkillBridge participants. The provider will include a disclaimer in each case to avoid the appearance of DoW endorsement of their products or services. All other proposed uses must be approved by MCTO. The DoW SkillBridge name and logo may not be used for commercial use, such as for-profit activities or advertisement of business, services, or products, or to imply endorsement of the provider by the DoW.

4.3 DoW SkillBridge authorized Third Party Providers (i.e., organizations facilitating SkillBridge opportunities (compensated or not) on behalf of another line of business within their agency or with external employers)

\_\_\_\_\_ will:

4.3.1 Manage and coordinate SkillBridge opportunities on behalf of employers or providers (e.g., federal, state, or private sector business) who are in good standing with U.S. state oversight.

4.3.2 Maintain regular communication with Service members who are SkillBridge program participants and their host employers.

4.3.3 Report, list, and account for all employers being hosted under the organizations umbrella.

4.3.4 Ensure that every employer or organization sponsored, has separate and distinct DoW SkillBridge MOU for MCTO accountability.

4.4 Federal and state recognized tribal nations, as sovereign and self-governing, will oversee and approve SkillBridge activities conducted within their jurisdiction in alignment with the UCMJ, applicable ethics requirements for Service members, and DoW SkillBridge program guidelines.

## 5. GENERAL PROVISIONS:

5.1 POINTS OF CONTACT. The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. For the Office of the USW(P&R) –  
DoW SkillBridge Program  
Military -Civilian Transition Office, Suite 05E22  
4800 Mark Center Drive  
Alexandria, VA 22350-4000

5.2. CORRESPONDENCE. All official correspondence should be conducted through the DoW SkillBridge website at: <https://skillbridge.osd.mil/contacts.htm>

5.3 REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety biannually for nonfederal entities and triennially for federal and local government entities, and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

5.4 FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

5.5 DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive orders, Directives, or Instructions, be resolved by consultation between the Parties in accordance with DoDI 4000.19 “Support Agreements”.

5.6 NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoW is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize that this agreement does not constitute DoW endorsement of

\_\_\_\_\_ a.k.a. \_\_\_\_\_  
or any of its products or services.

5.7 TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.

5.8 TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party with 90 days written notice to the other Party. The DoW may terminate this MOU without written notice if DoW determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoW may terminate this MOU without written notice if DoW determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, fail to comply with the terms of this MOU. The DoW may terminate this MOU without written notice if DoW determines, in its sole discretion, that the SkillBridge provider, or any of its partners or subsidiaries operating under this agreement, commits ethical violations, demonstrates non-compliance with program requirements, fails to adhere to its own training plan, or if grievances from DoW SkillBridge participants regarding the provider's operations, conduct, or workplace environment are validated.

5.9 SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY: Either the DoW or the SkillBridge Provider may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoW may release a Service member from placement with \_\_\_\_\_ a.k.a. \_\_\_\_\_ if it determines that the Service member is not being utilized by the SkillBridge Provider consistently with the goals of the Program. Prior to releasing the Service member, DoW and SkillBridge Provider shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, each party retains ultimate right to end the Program after consultation with the other party.

5.10 CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed.

5.11 ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

5.12 EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

5.13 EXPIRATION DATE. This MOU expires on \_\_\_\_\_.

AGREED:

Name \_\_\_\_\_ Title/Position \_\_\_\_\_

\_\_\_\_\_  
Signature Date

For the SkillBridge Program Office

Name \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**ORDINANCE NO. 2026-165**

**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO DISPOSE OF AN EXCLUSIVE INGRESS/EGRESS EASEMENT AND TO CONVEY A NON-EXCLUSIVE INGRESS/EGRESS EASEMENT ACROSS CERTAIN REAL PROPERTY OWNED BY THE BOARD**

**WHEREAS**, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of its exclusive interest in a certain ingress/egress easement and to convey a non-exclusive ingress/egress easement across certain real property, described on Exhibit 1 to the attached MU Resolution No. WWB-109-26; and

**WHEREAS**, MU seeks the consent of the City of Madison to the proposed disposition of its interest in said property, in accordance with *Ala. Code* § 11-50-314; and

**WHEREAS**, the City Council has determined that the above-described exclusive ingress/egress easement interest in the property is no longer needed for MU's public or municipal purposes and that in any event, MU shall retain a non-exclusive right to access and use the easement to be conveyed;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Madison, Alabama, that the Council does hereby give consent to the proposed disposition of an exclusive ingress/egress easement in the described property, as well as the conveyance of a non-exclusive ingress/egress easement to adjoining property owner Echo Scruggs, subject to MU's retention of the right to access the easement to be conveyed, all as proposed by MU.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this \_\_\_\_ day of May 2026.

\_\_\_\_\_  
*Maura Wroblewski, President*  
**Madison City Council**  
**City of Madison, Alabama**

**ATTEST:**

\_\_\_\_\_  
*Lisa Thomas, City Clerk-Treasurer*

**APPROVED** this \_\_\_\_\_ day of May 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
**City of Madison, Alabama**

RESOLUTION NO. WWB-10926

**A RESOLUTION TO DECLARE CERTAIN INTERESTS IN REAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO BE SURPLUS AND NO LONGER NEEDED FOR MUNICIPAL PURPOSES OF THE BOARD AND FURTHER TO AUTHORIZE THE DISPOSITION OF SAID REAL PROPERTY TO ECHO SCRUGGS**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") owns an interest in certain real property, specifically a non-exclusive ingress/egress easement across certain real property owned by MU, as described in the quitclaim deed attached hereto as Exhibit 1, for which MU has no continuing need; and

WHEREAS, it is the desire of MU to declare said interest in real property to be surplus and no longer needed exclusively for Board purposes and to authorize the conveyance of the referenced limited interest in said real property to Echo Scruggs, the owner of the property to be served by the referenced non-exclusive ingress/egress easement, by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 6th day of April, 2026, that MU declares that the property described above and on the attached quitclaim deed is no longer needed for exclusive public purposes and, with the consent of the Madison City Council, the Chairman of the Board is hereby directed to convey by quitclaim deed MU's interest in the said real property to Echo Scruggs.

BE IT FURTHER RESOLVED that the Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance to give its consent to the disposition of MU's exclusive interest in the referenced ingress/egress easement across MU's property, and, to authorize MU to convey the aforesaid ingress/egress easement to Echo Scruggs, in accordance with *Ala. Code* § 11-50-314.

READ, PASSED, AND ADOPTED THIS 6th DAY OF April, 2026.

  
Terris Tatum, Chairman  
Water and Wastewater Board of the City of  
Madison, Alabama

ATTEST:  
  
Emory DeBord, Secretary-Treasurer

This instrument prepared by William W. Sanderson, Jr., BISHOP BROOKS, LLC, 2101 Clinton Avenue West, Suite 402, Huntsville, Alabama 35805

STATE OF ALABAMA	)	PERMANENT INGRESS/EGRESS
	)	EASEMENT DEED
MADISON COUNTY	)	

KNOW ALL MEN BY THESE PRESENTS that **THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, ALABAMA**, a public utility corporation existing in the State of Alabama, doing business as **MADISON UTILITIES**, hereinafter referred to as **GRANTOR**, for and in consideration of the sum of One and 00/100 Dollars (\$1.00), and other good and valuable consideration, to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto, **ECHO SCRUGGS**, his, heirs, successors and assigns, herein referred to as the **GRANTEE**, a non-exclusive ingress/egress easement along, through, over, and under the following described lands of **GRANTOR**, said easement being located in Madison County, State of Alabama, and more particularly described by metes and bounds as:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF RESUBDIVISION OF TRACT 1 OF A RESUBDIVISION OF LIBERTY MANOR, AS RECORDED IN PLAT BOOK 28, ON PAGE 16 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA. THENCE FROM THE POINT OF COMMENCEMENT AND ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION, SOUTH 89 DEGREES 01 MINUTES 25 SECONDS EAST A DISTANCE OF 312.37 FEET TO A 5/8" SMITH ENGINEERING CAPPED REBAR FOUND; THENCE SOUTH 89 DEGREES 00 MINUTES 16 SECONDS EAST A DISTANCE OF 116.22 FEET TO A 1/2" ALLEN CAPPED REBAR FOUND; THENCE LEAVING SAID SUBDIVISION, SOUTH 89 DEGREES 00 MINUTES 34 SECONDS EAST A DISTANCE OF 42.02 FEET TO A 1/2" HILL CAPPED REBAR SET ON THE WESTERLY MARGIN OF RIGHT OF WAY FOR AN UNNAMED ROAD; THENCE ALONG SAID MARGIN, WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 78.40', THE CHORD BEARING AND DISTANCE BEING NORTH 18 DEGREES 50 MINUTES 09 SECONDS EAST, 49.63', TO A 1/2" HILL CAPPED REBAR SET ON THE SOUTHERLY MARGIN OF A RIGHT OF WAY FOR LIBERTY DRIVE; THENCE ALONG SAID MARGIN, WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 226.57', THE CHORD BEARING AND DISTANCE BEING SOUTH 70 DEGREES 38 MINUTES 25 SECONDS EAST, 149.91', TO A 1/2" HILL CAPPED REBAR SET; THENCE SOUTH 89 DEGREES 00 MINUTES 33 SECONDS EAST A DISTANCE OF 242.29 FEET TO A 1/2" HILL CAPPED REBAR SET, WHICH IS THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE SOUTHERLY MARGIN OF A RIGHT OF WAY FOR LIBERTY DRIVE, SOUTH 89 DEGREES 00 MINUTES 33 SECONDS EAST A DISTANCE OF 30.01 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE LEAVING SAID MARGIN, SOUTH 01 DEGREES 30 MINUTES 32 SECONDS WEST A DISTANCE OF 112.35 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE SOUTH 01 DEGREES 30 MINUTES 15 SECONDS WEST A DISTANCE OF 65.73 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE NORTH 88 DEGREES 32 MINUTES 27 SECONDS WEST A DISTANCE OF 30.00 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE NORTH 01 DEGREES 30 MINUTES 15 SECONDS EAST A DISTANCE OF 177.84 FEET TO THE POINT OF BEGINNING, CONTAINING 0.123 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC. DATED MARCH 27, 2026.

TO HAVE AND TO HOLD the same unto the said **ECHO SCRUGGS**, his heirs, successors and assigns, forever, PROVIDED, HOWEVER, that this conveyance shall not limit access by the GRANTOR to the above-referenced property for any purposes not inconsistent with the rights granted to the GRANTEE herein.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed by its duly authorized officer on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**THE WATER AND WASTEWATER BOARD  
OF THE CITY OF MADISON, ALABAMA**

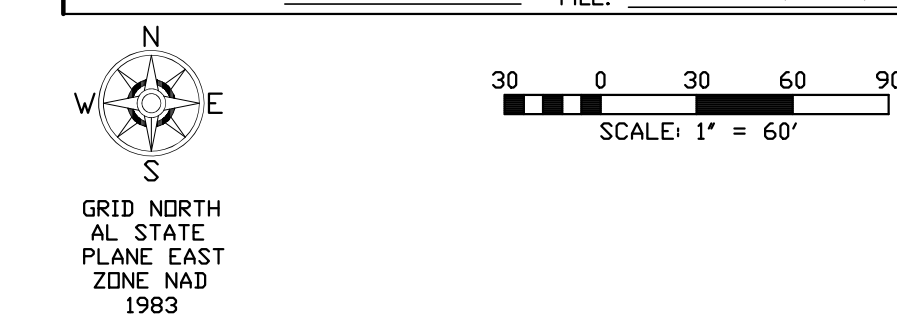
By: \_\_\_\_\_  
Terris Tatum, Chairman

STATE OF ALABAMA            )  
COUNTY OF MADISON        )

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that Terris Tatum of THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, ALABAMA, a public utility corporation, whose name as Chairman is signed to the foregoing conveyance, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_



**CURVE TABLE**

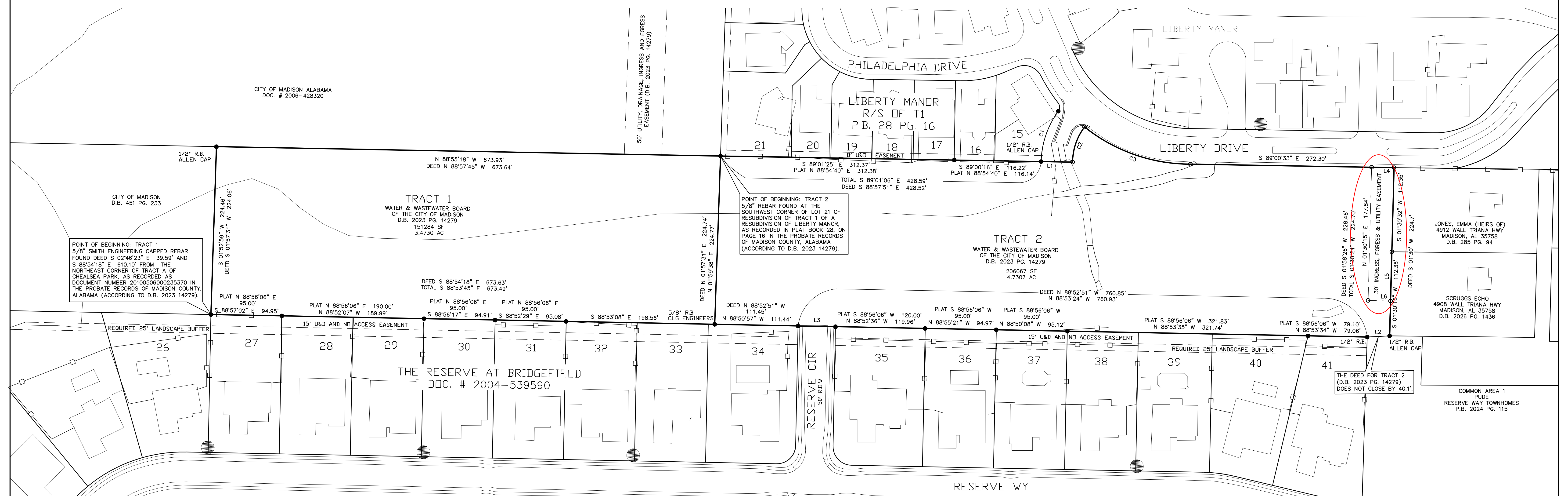
SURVEYED	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
	C1	118.50'	72.18'	71.07'	N 18°50'09" E	34°53'58"
	C2	78.40'	50.50'	49.63'	N 18°50'09" E	36°54'18"
	C3	226.57'	152.79'	149.91'	S 70°38'25" E	38°38'16"

PLAT	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
	C1	118.50'	72.35'	71.23'	N 16°41'21" E	34°58'51"

**LINE TABLE**

SURVEYED	LINE	BEARING	DISTANCE
	L1	S 89°00'34" E	42.02'
	L2	S 86°58'41" W	30.05'
	L3	N 88°56'25" W	50.07'
	L4	S 89°00'33" E	30.01'
	L5	S 01°30'15" W	65.73'
	L6	N 88°32'27" W	30.00'

RECORD	LINE	BEARING	DISTANCE
	L2	N 87°32'16" W	68.52'
	L3	S 88°56'06" W	50.00'



**LEGAL DESCRIPTIONS FROM D.B. 2023 PG. 14279**

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

**Tract 2:**  
 492 ACRES LOCATED IN THE NE 1/4 OF THE SE 4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR AS RECORDED IN PLAT BOOK 28, ON PAGE 16 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE S 88°57'51" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 36°54'14" A CHORD BEARING AND DISTANCE OF N 19°38'58" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38°38'17" A CHORD BEARING AND DISTANCE OF S 69°43'44" E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89°01'51" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01°58'26" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 228.46' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87°32'16" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, ALABAMA, THENCE N 88°52'51" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE WAY, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88°52'51" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01°58'26" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.

TOGETHER WITH A UTILITY, DRAINAGE, INGRESS AND EGRESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS: A 50 FOOT WIDE PERMANENT UTILITY, DRAINAGE, AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE 4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING LOCATED ON THAT PROPERTY DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE S 02°46'23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88°54'18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01°57'31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88°57'45" W FOR 673.63' TO THE POINT OF BEGINNING OF SAID 50' EASEMENT, THENCE N 02°02'40" E FOR 356.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22°14'43" W FOR 127.52' TO A POINT, THENCE N 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68°00'55" W FOR 128.16' TO A POINT, THENCE N 89°29'43" W FOR 112.21' TO A POINT, THENCE N 00°31'34" E FOR 50.00' TO A POINT, THENCE S 89°29'43" E FOR 112.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68°00'55" E FOR 164.78' TO A POINT, THENCE S 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE S 22°14'43" W FOR 168.65' TO A POINT, THENCE S 02°02'40" W FOR 355.89' TO A POINT, THENCE N 88°57'45" W FOR 50.00' TO THE POINT OF BEGINNING.

**PROPOSED EASEMENT LEGAL DESCRIPTION**

STATE OF ALABAMA  
 MADISON COUNTY

30' INGRESS, EGRESS AND UTILITY EASEMENT

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT 1 OF A RESUBDIVISION OF LIBERTY MANOR, AS RECORDED IN PLAT BOOK 28, ON PAGE 16 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE FROM THE POINT OF COMMENCEMENT AND ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION, SOUTH 89 DEGREES 01 MINUTES 25 SECONDS EAST A DISTANCE OF 312.37 FEET TO A 5/8" SMITH ENGINEERING CAPPED REBAR FOUND, THENCE SOUTH 89 DEGREES 00 MINUTES 15 SECONDS EAST A DISTANCE OF 116.22 FEET TO A 1/2" ALLEN CAPPED REBAR FOUND; THENCE LEAVING SAID SUBDIVISION, SOUTH 89 DEGREES 00 MINUTES 33 SECONDS EAST A DISTANCE OF 272.30 FEET TO A 1/2" HILL CAPPED REBAR SET ON THE SOUTHERLY MARGIN OF A RIGHT OF WAY FOR LIBERTY DRIVE, THENCE ALONG SAID MARGIN, WITH A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 226.57', THE CHORD BEARING AND DISTANCE BEING SOUTH 70 DEGREES 38 MINUTES 25 SECONDS EAST, 149.91', TO A 1/2" HILL CAPPED REBAR SET; THENCE SOUTH 89 DEGREES 00 MINUTES 33 SECONDS EAST A DISTANCE OF 242.29 FEET TO A 1/2" HILL CAPPED REBAR SET, WHICH IS THE POINT OF BEGINNING FOR THE EASEMENT HEREIN DESCRIBED.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE SOUTHERLY MARGIN OF A RIGHT OF WAY FOR LIBERTY DRIVE, SOUTH 89 DEGREES 00 MINUTES 33 SECONDS EAST A DISTANCE OF 30.01 FEET TO A 1/2" HILL CAPPED REBAR SET, THENCE LEAVING SAID MARGIN, SOUTH 01 DEGREES 30 MINUTES 32 SECONDS WEST A DISTANCE OF 112.35 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE SOUTH 01 DEGREES 30 MINUTES 15 SECONDS WEST A DISTANCE OF 65.73 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE NORTH 89 DEGREES 28 MINUTES 27 SECONDS WEST A DISTANCE OF 30.00 FEET TO A 1/2" HILL CAPPED REBAR SET; THENCE NORTH 01 DEGREES 30 MINUTES 15 SECONDS EAST A DISTANCE OF 177.84 FEET TO THE POINT OF BEGINNING, CONTAINING 0.123 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY HILL LAND SURVEYING, INC. DATED MARCH 27, 2026.

**LEGEND**

—	PUBLIC UTILITY AND DRAINAGE EASEMENT
—	C.T.
—	R.B.
—	CRIMPED IRON PIPE
—	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

03-27-2026

**ORDINANCE NO. 2026-139**

**AN ORDINANCE FOR THE VACATION OF A PUBLIC UTILITY & DRAINAGE  
EASEMENT LOCATED WITHIN 137 ALDERWOOD DRIVE, LOT 85 OF OLD IVY  
SUBDIVISION**

**WHEREAS**, an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Crystal Ray L. Morford** requesting the vacation of a portion of a public utility & drainage easement located within Lot 85 of Old Ivy Subdivision and further described as follows:

ALL THAT PART OF LOT 85 OF "OLD IVY, A RESUBDIVION OF LOT 2 OF SARAH FARLEY WANN SUBDIVISION, A RESUBDIVISION OF TRACT NO. 2 OF SARAH FARLEY WANN LANDS" RECORDED IN PLAT BOOK 48 PAGES 33 & 34, AS RECORDED IN DOCUMENT NUMBER 20051206000821940, PROBATE RECORDS, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 85; THENCE SOUTH 01 DEGREE 01 MINUTE 20 SECONDS WEST 15.00 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF BEGINNING SOUTH 88 DEGREES 37 MINUTES 36 SECONDS EAST 100.20 FEET; THENCE SOUTH 28 DEGREES 02 MINUTES 02 SECONDS WEST 11.19 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 36 SECONDS WEST 95.11 FEET; THENCE NORTH 01 DEGREE 01 MINUTE 20 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

**WHEREAS**, the easement requested for vacation is not used by the City and is no longer needed for public or municipal purposes; and

**WHEREAS**, it is in the City's best interests to vacate the easement by executing a quitclaim deed in substantially the same form as the document attached hereto.

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described public utility & drainage easement in favor of **Crystal Ray L. Morford** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the \_\_\_\_ day of April 2026.

\_\_\_\_\_  
***Maura Wroblewski, Council President***  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of April 2026.

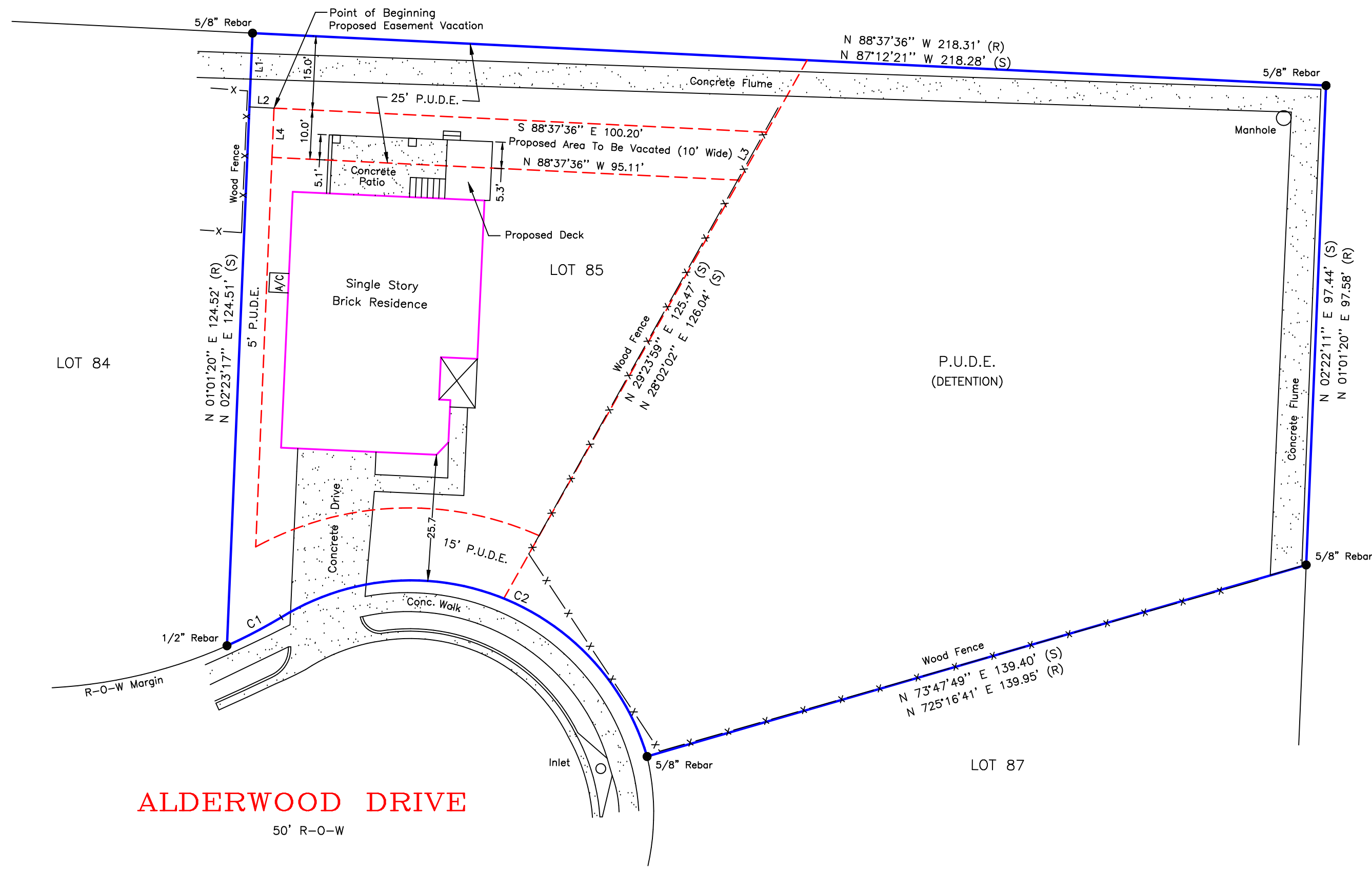
\_\_\_\_\_  
***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**



Alabama State Grid  
East Zone - NAD '83

LINE CHART FOR  
PROPOSED EASEMENT VACATION

NUMBER	DIRECTION	DISTANCE
L1	S 01°01'20" W	15.00'
L2	S 88°37'36" E	5.00'
L3	S 28°02'02" W	11.19'
L4	N 01°01'20" E	10.00'



**ALDERWOOD DRIVE**  
50' R-O-W

CURVE DATA

Number	Delta	Tangent	Radius	Length	Chord	Ch. Bearing
C1 (S)	07°08'24"	6.24	100.00	12.46	12.45	N 62°24'01" E
C2 (S)	105°16'07"	65.48	50.00	91.86	79.48	S 69°10'17" E

STATE OF ALABAMA)  
COUNTY OF MADISON)

I, JAMES L. McELROY, JR., A REGISTERED LAND SURVEYOR WITH THE FIRM OF McELROY LAND SURVEYING COMPANY, INC., HEREBY STATE TO CRYSTAL MORFORD, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF LOT 85, BLOCK ---, ACCORDING TO THE MAP OF SURVEY OF OLD IVY \*\*, AS RECORDED IN DOC. NO. 20051206000821940, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; 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; THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS ON ADJOINING PROPERTY; THAT THERE ARE NO RIGHTS OF WAY, EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREFORE, INCLUDING POLES, ANCHORS AND GUY WIRES, ON OR OVER SAID PREMISES EXCEPT AS SHOWN. THAT SAID LOT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MADISON; THAT THE ADDRESS AS BASED ON RELIABLE INFORMATION AND SOURCES AVAILABLE TO THE UNDERSIGNED IS 137 ALDERWOOD DRIVE, MADISON, ALABAMA 35758.

ACCORDING TO THIS SURVEY, UNDER MY DIRECT SUPERVISION, THIS THE 4th DAY OF MARCH, 2026.

**\*\* A RESUBDIVISION OF LOT 2 OF SARAH FARLEY WANN SUBDIVISION, A RESUBDIVISION OF TRACT NO. 2 OF SARAH FARLEY WANN LANDS" RECORDED IN PLAT BOOK 48 PAGES 33 & 34**

*James L. McElroy, Jr.*  
JAMES L. McELROY, JR.  
AL LLS NO 15920

GENERAL LEGEND

PROPERTY CORNER FOUND (AS NOTED)	●
CAPPED REBAR, SET - SIZE 1/2" STAMPED "McELROY 15920"	○
CONCRETE MONUMENT, FOUND	■
CONCRETE MONUMENT, SET	□
ACCORDING TO RECORD (PLATS, DEEDS, ETC.)	(R)
ACCORDING TO SURVEY MEASUREMENT	(S)
PUBLIC UTILITY & DRAINAGE EASEMENT	P.U.D.E.
FINISHED FLOOR ELEVATION	F.F.E.
MINIMUM BUILDING LINE	M.B.L.
RIGHT OF WAY	R.O.W.
AIR CONDITIONER PAD	A/C
FENCE	—x—x—
NOT TO SCALE	1
UTILITY POLE	○
SUBDIVISION BOUNDARY	—o—
CENTERLINE	—c—
PROPERTY LINE	—r—
OVERHEAD WIRES	—w—
MASONRY NAIL	P. K. NAIL
POINT OF CURVATURE	P.C.
POINT OF BEGINNING	P.O.B.

**McELROY**  
LAND SURVEYING CO., INC.  
4012 TRIANA BLVD. S.W.  
HUNTSVILLE, ALABAMA 35805  
PHONE: (256) 881-4004 jmelroy@hiwaay.net

**LOT 85  
OLD IVY**  
DOC. #20051206000821940  
MADISON --- MADISON COUNTY --- ALABAMA

NOTES:  
1. NORTH IS BASED ON PLAT BEARINGS AND REFERENCED ALONG A DEFINED LINE AS SHOWN HEREON.  
2. WHEN APPLICABLE, ONLY SURFACE INDICATIONS OF STORM AND SANITARY SEWER STRUCTURES AND OTHER UTILITIES HAVE BEEN SHOWN ON THIS SURVEY. THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE SUB-SURFACE STRUCTURES OR EAVE OVERHANDS, EXCEPT AS SHOWN.  
3. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THE FIRM OF McELROY LAND SURVEYING COMPANY, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.  
4. SOURCE OF INFORMATION USED TO PERFORM THIS SURVEY WAS DOC. NO. 20051206000821940.



NOT VALID UNLESS STAMPED IN RED INK

BOUNDARY SURVEY FOR:	CRYSTAL MORFORD	DRAWN BY:	J.L.M.
SCALE:	1" = 30'	APPROVED BY:	J.L.M.
DATE:	03/04/26	DRAWING NUMBER:	26-57
FIELD WORK COMPLETED:	03/02/26		

*This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758*

<b>STATE OF ALABAMA</b>	§	<b><u>QUITCLAIM DEED</u></b>
	§	<b><u>(VACATION OF EASEMENT)</u></b>
<b>COUNTY OF MADISON</b>	§	<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 public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Crystal Ray L. Morford** (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

ALL THAT PART OF LOT 85 OF “OLD IVY, A RESUBDIVION OF LOT 2 OF SARAH FARLEY WANN SUBDIVISION, A RESUBDIVISION OF TRACT NO. 2 OF SARAH FARLEY WANN LANDS” RECORDED IN PLAT BOOK 48 PAGES 33 & 34, AS RECORDED IN DOCUMENT NUMBER 20051206000821940, PROBATE RECORDS, MADISON COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 85; THENCE SOUTH 01 DEGREE 01 MINUTE 20 SECONDS WEST 15.00 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 36 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF BEGINNING SOUTH 88 DEGREES 37 MINUTES 36 SECONDS EAST 100.20 FEET; THENCE SOUTH 28 DEGREES 02 MINUTES 02 SECONDS WEST 11.19 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 36 SECONDS WEST 95.11 FEET; THENCE NORTH 01 DEGREE 01 MINUTE 20 SECONDS EAST 10.00 FEET TO THE POINT OF BEGINNING.

**TO HAVE AND TO HOLD** to said Grantee, her heirs, successors, and assigns forever.

**CITY OF MADISON, ALABAMA,**  
A Municipal Corporation.

\_\_\_\_\_  
Ranae Bartlett, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Thomas, City Clerk-Treasurer

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

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

Given under my hand this the \_\_\_\_\_ day of April 2026.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ORDINANCE NO. 2026-162**

**AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT  
LOCATED WITHIN 109 HANSON PLACE**

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

**WHEREAS**, an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Micah Timothy Amman & Sonia Irene Amman** for the vacation of a portion of a utility & drainage easement located within 109 Hanson Place, Lot 28 of a West Haven Phase 3A Subdivision and further described as follows:

PROPOSAL TO VACATE 15 FOOT UTILITY AND DRAINAGE EASEMENT ON THE WEST LINE OF LOT 28 AND 10 FOOT UTILITY AND DRAINAGE EASEMENT ON THE SOUTH LINE OF LOT 28 WEST HAVEN PHASE 3A AS SHOWN ON THE PLAT RECORDED IN THE PROBATE RECORDS OF LIMESTONE COUNTY IN PLAT BOOK J PAGE 19; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3-SOUTH, RANGE 3-WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ¾" IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 36 AND RUN A TIE LINE NORTH 66 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 790.41 FEET TO THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, THE TRUE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 1 DEGREE 24 MINUTES 34 SECONDS EAST A DISTANCE OF 37.24 FEET, THENCE NORTH 59 DEGREES 11 MINUTES 1 SECOND EAST A DISTANCE OF 11.82 FEET, THENCE SOUTH 1 DEGREE 24 MINUTES 34 SECONDS WEST A DISTANCE OF 41.03 FEET, THENCE SOUTH 88 DEGREES 38 MINUTES 5 SECONDS EAST A DISTANCE OF 147.85 FEET, THENCE SOUTH 1 DEGREE 52 MINUTES 20 SECONDS WEST A DISTANCE OF 2.5 FEET, THENCE NORTH 88 DEGREES 38 MINUTES 5 SECONDS WEST A DISTANCE OF 157.83 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.02 ACRES, MORE OR LESS.

**WHEREAS**, the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes; and

**WHEREAS**, 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 recitals, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described

utility & drainage easement in favor of **Micah Timothy Amman & Sonia Irene Amman** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**READ, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, on this the \_\_\_\_ day of May 2026.

\_\_\_\_\_  
***Maura Wroblewski, Council President***  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of May 2026.

\_\_\_\_\_  
***Ranae Bartlett, Mayor***  
**City of Madison, Alabama**

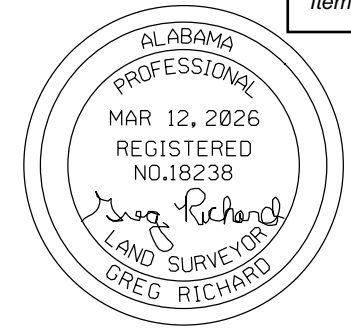
FIELD SURVEY COMPLETED: MARCH 2026  
 BEARINGS BASED ON THE ALABAMA EAST GRID  
 NO TITLE SEARCH WAS PERFORMED DURING  
 THIS SURVEY AND NO TITLE OPINION IS  
 HEREBY IMPLIED

SUBJECT TO ANY AND ALL RESTRICTIONS,  
 EASEMENTS, RIGHTS-OF-WAY, OR SERVITUDES  
 RECORDED OR UNRECORDED

DEED REFERENCES FROM THE PROBATE  
 JUDGE OFFICE OF LIMESTONE COUNTY, AL

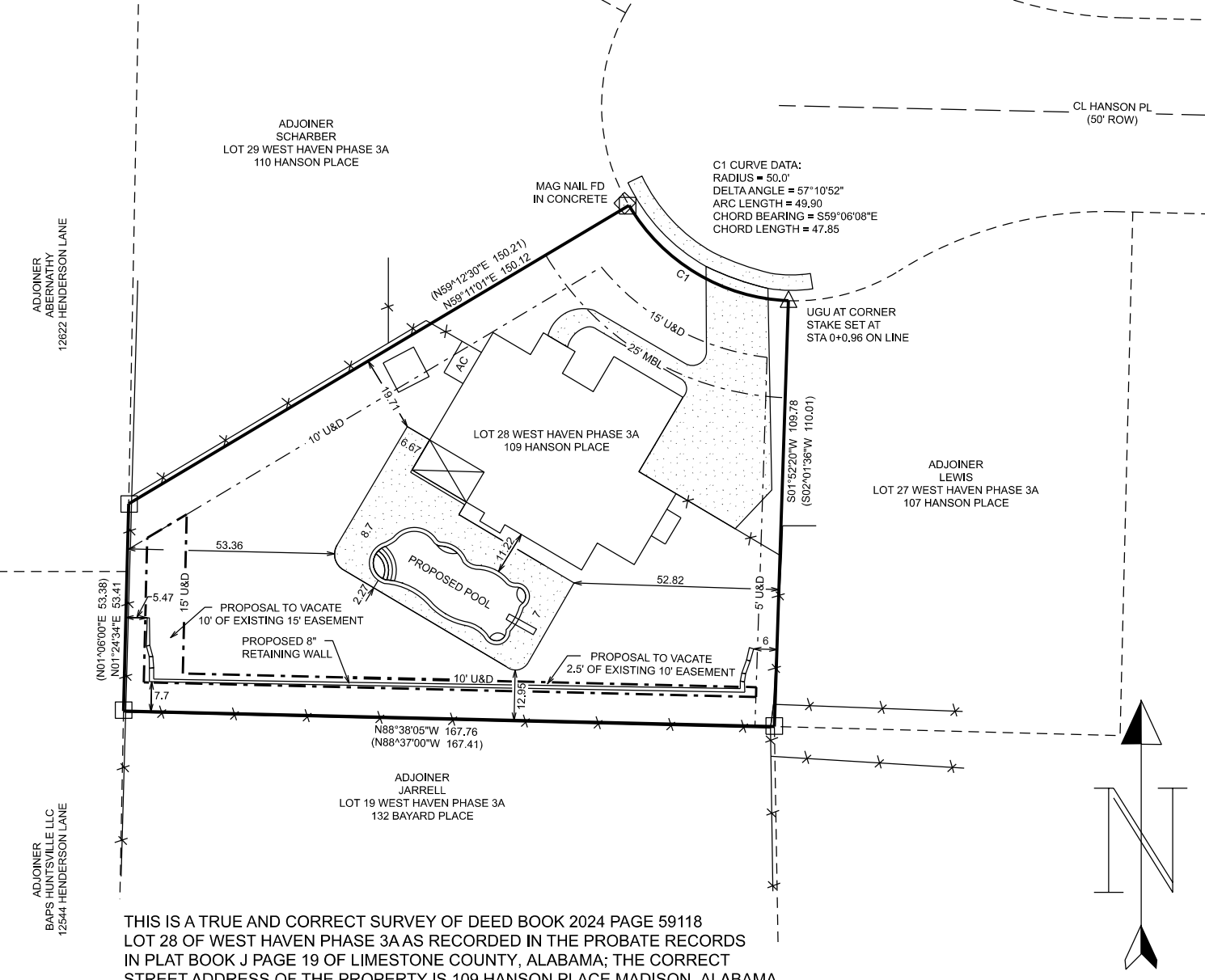
I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND  
 DRAWING HAVE BEEN COMPLETED IN ACCORDANCE  
 WITH THE CURRENT REQUIREMENTS OF THE STANDARDS  
 OF PRACTICE FOR LAND SURVEYING IN ALABAMA TO THE  
 BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

*Greg Richard*  
 MARCH 12, 2026  
 GREG RICHARD PE/PLS REG NO.18238 DATE



Item B.

\*ALL CORNERS ARE 5/8" REBAR  
 W/ "GMC CA 00156" CAPS UNLESS  
 NOTED OTHERWISE



- CONCRETE
- UGU UNDERGROUND UTILITIES
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- U&D UTILITY & DRAINAGE EASEMENT
- ROW RIGHT-OF-WAY
- OHE OVERHEAD ELECTRIC
- DB 12 PG 1234 DEED BOOK & PAGE NUMBER
- (N12°34'W 123.45) RECORD CALL
- N12°34'W 123.45 SURVEYED CALL
- △ CALCULATED POINT
- MONUMENT FOUND
- 1/2" REBAR/CAP (#18238) SET
- Utility Pole & Lines
- X-X-X FENCE LINE
- ~ Truncated Scale

**ROBERTSON SURVEYING, LLC**

86 LEE HALL STREET  
 SCOTTSBORO, AL 35769  
 (256) 609-6380

DRAWING NO 26059  
 A PLOT PLAN FOR  
 MICAH & SONIA AMMAN  
 LOT 28 WEST HAVEN PHASE 3A  
 109 HANSON PLACE  
 MADISON, LIMESTONE CO, AL

THIS IS A TRUE AND CORRECT SURVEY OF DEED BOOK 2024 PAGE 59118  
 LOT 28 OF WEST HAVEN PHASE 3A AS RECORDED IN THE PROBATE RECORDS  
 IN PLAT BOOK J PAGE 19 OF LIMESTONE COUNTY, ALABAMA; THE CORRECT  
 STREET ADDRESS OF THE PROPERTY IS 109 HANSON PLACE MADISON, ALABAMA.

REVISED 3-17-2026 CR

1" = 40'

This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

<b>STATE OF ALABAMA</b>	§	<b><u>QUITCLAIM DEED</u></b>
	§	<b><u>(VACATION OF EASEMENT)</u></b>
<b>COUNTY OF LIMESTONE</b>	§	<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 public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Micah Timothy Amman & Sonia Irene Amman**, a married couple (hereinafter referred to as “Grantees”), 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:

PROPOSAL TO VACATE 15 FOOT UTILITY AND DRAINAGE EASEMENT ON THE WEST LINE OF LOT 28 AND 10 FOOT UTILITY AND DRAINAGE EASEMENT ON THE SOUTH LINE OF LOT 28 WEST HAVEN PHASE 3A AS SHOWN ON THE PLAT RECORDED IN THE PROBATE RECORDS OF LIMESTONE COUNTY IN PLAT BOOK J PAGE 19; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3-SOUTH, RANGE 3-WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ¾” IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 36 AND RUN A TIE LINE NORTH 66 DEGREES 55 MINUTES 30 SECONDS EAST A DISTANCE OF 790.41 FEET TO THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, THE TRUE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING NORTH 1 DEGREE 24 MINUTES 34 SECONDS EAST A DISTANCE OF 37.24 FEET, THENCE NORTH 59 DEGREES 11 MINUTES 1 SECOND EAST A DISTANCE OF 11.82 FEET, THENCE SOUTH 1 DEGREE 24 MINUTES 34 SECONDS WEST A DISTANCE OF 41.03 FEET, THENCE SOUTH 88 DEGREES 38 MINUTES 5 SECONDS EAST A DISTANCE OF 147.85 FEET, THENCE SOUTH 1 DEGREE 52 MINUTES 20 SECONDS WEST A DISTANCE OF 2.5 FEET, THENCE NORTH 88 DEGREES 38 MINUTES 5 SECONDS WEST A DISTANCE OF 157.83 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.02 ACRES, MORE OR LESS.

**TO HAVE AND TO HOLD** to said Grantees, their heirs, successors, and assigns forever.

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of May, 2026.

**CITY OF MADISON, ALABAMA,**  
A Municipal Corporation.

\_\_\_\_\_  
Ranae Bartlett, Mayor

ATTEST:

\_\_\_\_\_  
Lisa Thomas, City Clerk-Treasurer

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

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

Given under my hand this the \_\_\_\_ day of May 2026.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**RESOLUTION NO. 2026-128-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ADAPTIVE FITNESS INSTRUCTION**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with the Merrimack Academy for the Performing Arts, Inc., for professional adaptive fitness instruction services for classes at the Town Madison Wellness Center, located at 190 Graphics Drive, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 27th day of April 2026.

\_\_\_\_\_  
*Maura Wroblewski, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
*Ranae Bartlett, Mayor*  
City of Madison, Alabama

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Merrimack Academy for the Performing Arts, Inc., located at 262 Miller Lane, Owens Cross Roads, Alabama 35763, hereinafter referred to as “Contractor.”

**WITNESSETH:**

**WHEREAS,** the City owns and maintains facilities known as the Town Madison Wellness Center, located at 190 Graphics Drive; and

**WHEREAS,** the City desires to obtain the services of a professional adaptive fitness instructor for the promotion of self-expression and creativity, enhancement of physical health and motor skills, and the support of social engagement and connection for the disability community; and

**WHEREAS,** Contractor is a unique provider of the services.

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

**SECTION ONE: SERVICES TO BE PROVIDED**

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
  1. Contractor shall be responsible for providing professional training and instruction during classes, with scheduling of days and times to be mutually agreed upon by Contractor and City, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
  2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
  3. Contractor may be allowed to store its own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
  4. Contractor shall have access to necessary equipment and a speaker provided by the City, if necessary.
  5. Contractor shall maintain an accurate roll for all classes/training it conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
  6. The City will, when practicable, provide the Contractor with one (1) days’ notice if classes do not meet the minimum requirements of three (3) participants.

- 7. The Contractor shall not allow more than ten (10) participants in the Sprouts class, and no more than twelve (12) participants in both the Happy Dance class and the Happy Yoga class.
  - 8. The Contractor’s classes shall be offered to youth ages three (3) through six (6) years old for Sprouts classes, and ages six (6) and older for Happy Dance and Happy Yoga classes.
- B. Contractor agrees to comply with all applicable Federal, State, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.
  - C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
  - D. Contractor shall hold a state business license, as well as any appropriate and necessary governmental or instruction-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
  - E. Contractor agrees to submit its instructors to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

**SECTION TWO: FEE/EXPENSE STRUCTURE**

The City shall charge and collect monthly course fees of \$50 per paying participant, per course, in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

**SECTION THREE: INSURANCE & INDEMNIFICATION**

Contractor will furnish City a Certificate of General Liability Insurance naming City as an additional insured, as well as evidence of required licensing, all acceptable to City, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify

and hold harmless City (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney’s fees, arising out of, related to or resulting from the performance of the Contractor’s work or the Contractors’ failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

**SECTION FOUR: COMMENCEMENT; TERM**

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

**SECTION FIVE: TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party.

**SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP**

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City’s provision of workspace or the making of other accommodations for Contractor to perform portions of his work is merely for the City’s convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker’s compensation and health insurance.

**SECTION SEVEN: EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of the other party’s suspension of performance.

**SECTION EIGHT:        ASSIGNMENT**

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

**SECTION NINE:        ENTIRE AGREEMENT; WAIVER**

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

**SECTION TEN: NOTICES**

All notices to City shall be addressed to:  
**City of Madison Parks and Recreation Department**  
**8324 Old Madison Pike**  
**Madison, Alabama 35758**

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

All notices to Contractor shall be addressed to:  
**Lauren Chenoweth**  
**Merrimack Academy for the Performing Arts, Inc.**  
**262 Miller Lane**  
**Owens Cross Roads, Alabama 35763**

**SECTION ELEVEN:    GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Alabama.

**SECTION TWELVE:    IMMIGRATION LAW**

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

**SECTION THIRTEEN: MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

**City of Madison, Alabama,  
a municipal corporation**

**Attest:**

By: \_\_\_\_\_  
Ranae Bartlett, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

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

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

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

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2026.

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

**Merrimack Academy for the Performing Arts, Inc.  
CONTRACTOR**

By: \_\_\_\_\_  
Lauren Chenoweth, Director

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

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

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lauren Chenoweth, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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