



## Agenda

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

6:00 PM  
Council Chambers  
November 25, 2024

AGENDA NO. 2024-022-R

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 Holly Woodall of Fellowship United Methodist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-21-RG, dated November 12, 2024

7. PRESENTATIONS AND AWARDS

A. Proclaiming December 2024 as "Children's Cancer Awareness Month" in the City of Madison, Alabama. Presentation of Proclamation by Mayor Finley to Patricia Haley of the Patricia Haley Charity for Childhood Cancer.

8. PUBLIC COMMENTS

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and Periodic bills to be paid

- B. **Resolution No. 2024-371-R:** Approving an annual appropriation agreement with the Madison Chamber of Commerce for FY25 (\$105,000.00 to be paid from General Operating account)
- C. **Resolution No. 2024-372-R:** Approving an annual appropriation agreement with the Huntsville Hospital Foundation for FY25 (\$7,500.00 to be paid from General Operating account)
- D. **Resolution No. 2024-373-R:** Approving an annual appropriation agreement with the Emergency Management Agency for FY25 (\$68,038.00 to be paid from General Operating account)
- E. **Resolution No. 2024-374-R:** Approving an annual appropriation agreement with The Enrichment Center for FY25 (\$25,000.00 to be paid from General Operating account)
- F. **Resolution No. 2024-375-R:** Approving an annual appropriation agreement with the National Children's Advocacy Center for FY25 (\$30,000.00 to be paid from General Operating account)
- G. **Resolution No. 2024-387-R:** Authorizing a Facility Use Agreement with Veterans of Foreign Wars, Post 5162 for use of meeting space at Dublin Park and the Community Center at no cost
- H. **Resolution No. 2024-389-R:** Acceptance of Quote from Heartland Business Systems for backup services (\$17,412.38 to be paid from IT Department budget)
- I. **Resolution No. 2024-408-R:** Authorize Amendment to Transportation Agreement with the City of Madison Board of Education (Change of date for Christmas Parade)
- J. Authorization for the Facilities and Grounds Department to solicit bids for dumpster services for City facilities
- K. Authorization for the Facilities and Grounds Department to solicit bids for site work for the Public Safety Training Center
- L. Authorization to solicit bids for Toyota Field Left Field Building Project Demolition and Excavation Package
- M. Authorization for the Parks and Recreation Department to solicit bids for the Palmer and Dublin Park Soccer Lighting Installation project.
- N. Authorization for the Parks and Recreation Department to solicit bids for the Playground Installation Project.
- O. Acceptance of appropriation from Madison County Commissioner Steve Haraway to be used exclusively towards the purchase of vehicles for the Public Works Department and the Police Department (\$128,775.00 to be deposited into Capital Replacement Fund 12)
- P. Acceptance of a donation from L. Tucker (\$30 to be deposited into Senior Center Donation account)

10. PRESENTATIONS OF REPORTS

**MAYOR PAUL FINLEY**

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

**COUNCIL DISTRICT NO. 4 GREG SHAW**

- A. **Resolution No. 2024-386-R:** Authorizing funding for the installation of an irrigation system at Dublin Park Monarch Butterfly Garden (amount not to exceed \$6,000 from Council Special Projects budget)

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

11. BOARD/COMMITTEE APPOINTMENTS

- A. Reappointment of David Barrett to Place 1 of the Industrial Development Board, with a term expiration of November 22, 2030.
- B. Reappointment of Missy Martin to Place 2 of the Industrial Development Board, with a term expiration of November 22, 2030.
- C. Reappointment of Taron Thorpe to Place 3 of the Industrial Development Board, with a term expiration of November 22, 2030.

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2024-327:** Zoning certain property owned by Donald William Ayers and Dynetta Olivia Jones-Ayers consisting of 0.63 acres located north of Powell Road and west of Cardinal Drive to R-1A (Low Density Residential) upon annexation (First Reading 10/14/2024)

13. DEPARTMENT REPORTS

**FACILITIES AND GROUNDS**

- A. **Resolution No. 2024-403-R:** Acceptance of Proposal J8-56170-4796-1 from Trane to purchase HVAC equipment for the Public Safety Annex through the Onmia Purchasing Cooperative (\$373,674 to be paid from Fund 38)

**FIRE & RESCUE**

- A. **Resolution No. 2024-409-R:** Approving a Professional Services Agreement with Vickers Consulting Services, Inc. for grant writing services in relation to an Assistance to Firefighters Grant (\$1,500 to be paid from Fire Department budget)

**HUMAN RESOURCES**

- A. **Resolution No. 2024-404-R:** Amendment to Classification Plan (addition of Transportation Coordinator and Part-Time Receptionist for Parks and Recreation Department)
- B. **Resolution No. 2024-390-R:** Authorize Change to Fire Department Pay Scale (Adjustment to salary ranges for Driver and Deputy Chief positions)

**LEGAL**

- A. **Proposed Ordinance No. 2024-405:** Authorizing Amendment to Article VIII, Section 10-230, of the Madison City Code regarding disposition of Lodging Tax proceeds (First Reading)
- B. **Proposed Ordinance No. 2024-406:** Authorizing Amended Lease, License, and Management Agreement with BallCorps, LLC (First Reading)

**PLANNING**

- A. Proposed Ordinance No. 2024-326:** Assenting to the annexation of certain property owned by Donald William Ayers and Dynetta Olivia Jones-Ayers located at 11027 Cardinal Drive (First Reading 10/14/2024)
- B. Proposed Ordinance No. 2024-353:** Vacation of a utility and drainage easement located within 101 Marquise Way, Lot 12, Block 1 of Woodfield Subdivision (First Reading 11/12/2024)

**POLICE**

- A. Resolution No. 2024-407-R:** Authorize Memorandum of Understanding for participation in the FBI Tennessee Valley Regional Computer Forensics Laboratory Program

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-21-RG  
REGULAR CITY COUNCIL MEETING  
OF MADISON, ALABAMA  
November 12, 2024**

The Madison City Council met in regular session on Tuesday, November 12, 2024, 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 John Seifert.

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

**ELECTED GOVERNING OFFICIALS IN ATTENDANCE**

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Arrived at 6.37
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Support Technician Michelle Parker, Police Chief Johnny Gandy, Deputy Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Human Resources Coordinator Mia Powers.

Public Attendance registered: Margi Daly, Terri Renn, David Renn, Billie Goodson, Kenneth Jackson, Josh Britt

**AMENDMENTS TO AGENDA**

None

**APPROVAL OF MINUTES**

**MINUTES NO. 2024-09-WS DATED OCTOBER 28, 2024**

Council Member Powell moved to approve Minutes No. 2024-09-WS. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**MINUTES NO. 2024-21-RG DATED OCTOBER 28, 2024**

Council Member Powell moved to approve Minutes No. 2024-21-RG. Council Member Bartlett seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

**PRESENTATIONS AND AWARDS**

None

**PUBLIC COMMENTS**

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at 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).*

**DAVID RENN (DISTRICT 7)**

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

- Conflict with neighbors
- City violation concern with neighbors

**ANGELA GARY(DISTRICT 5)**

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

- Ethics concern with JustFOIA requests not being fulfilled

**MARGI DALY (DISTRICT 6)**

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

- Violation of the Open Meeting Act of Alabama
- JustFOIA request concerns
- BallCorps contract concern
- Transparency and Freedom of Information concerns

**JACQUELINE PETERS (DISTRICT 6)**

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

- Objection to Main Street America Woke Group agreement

**CONSENT AGENDA AND FINANCE COMMITTEE REPORT**

Council member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order. Council Member Wroblewski asked if the city would receive a refund for the canine. City Attorney Megan Zingarelli shared that the dog will go to a rescue organization and the situation will not result in a refund. Chief Gandy clarified the dog had some behavioral issues which caused the dog to chew on things in its kennel resulting in the loss of its canine teeth. He shared the dog’s canine teeth have been replaced but in retrospect broke the agreement.

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

General Operating Account	\$2,845,352.56
Special General Operating Account	\$1,282.15
ADEM Storm Drainage	\$4,585.84
½ Cent Capital Replacement	\$137,059.13
Gasoline Tax & Petroleum Inspection fees	\$45,209.46
TVA Tax	6,339.70
Street Repair and Maintenance	\$450.85
CIP Bond Accounts	68,916.79
Library Building Fund	\$95,249.30

Regular and periodic bills to be paid:

Authorization of payment to Grayson Carter & Son Contracting, Inc. of Invoice No. A24176-02, PO No. 2024-1258, for construction on Project 22-036 | Huntsville Brownsferry and Burgreen Roundabout (\$81,135.43 to be paid from Fund 38)

Resolution No. 2024-361-R: Authorizing Joint Purchase Agreement with the City of Huntsville for purchase of light duty vehicles from Woody Anderson Ford, Inc.

Resolution No. 2024-399-R: Acceptance of Quote from UniCo Technology for network security services (\$37,181.64 to be paid from IT Department budget)

Resolution No. 2024-400-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062876JW for damage to a 2020 Ford Explorer Police vehicle (\$1,221.33 after \$1,000 deductible, to be deposited into General Operating account)

Resolution No. 2024-402-R: Authorizing Transfer of K9 from the Madison Police Department to Highland K9, LLC

Acceptance of a donation of chess pieces from Jim F. totaling \$139.04.

Acceptance of donation to MSC Stained Glass program from J. Duplechain in the check amount of \$40.00

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

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

Motion carried.

**PRESENTATION OF REPORTS**

**MAYOR PAUL FINLEY:**

**RESOLUTION NO. 2024-401-R: APPROVING AMENDMENT NO. 1 TO GENERAL CAPITAL IMPROVEMENT FUND (FUND 38) (ADDITION OF \$401,129 FOR PUBLIC SAFETY ANNEX PROJECT)**

Council Member Spears moved to approve Resolution No. 2024-401-R. Council Member Powell seconded. Mayor Finley clarified that there was an addition of \$401,000 for the Public Safety Annex and documents the \$4,000.00 for the Toyota Field parking lot that is now in Fund 38. Council Member Denzine asked for clarification on how much was spent on the purchase of the Hexagon building. Mayor Finley replied that the building cost \$11,200,000.00. The vote was taken and recorded as follows:



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

Motion carried.

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

- Shared the information on the new Parks & Rec app
- Rainbolt Trail added to greenway
- Veterans Day Parade
- American Legion Post 229 was organization of the year-Larry Vannoy was person the year and leads Post 229

**COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

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

- Shout out to Madison Utilities, Madison City Engineering Dept, Commissioner Steve Haraway for work done on Gillespie Road
- Shared that there is a sidewalk from the apartments on Gillespie Road all the way to Franklin Station which will make it easier for citizens
- Interfaith Prayer Day on Saturday, November 16<sup>th</sup> at 10 a.m. at Madison City Hall by flagpole.

**COUNCIL DISTRICT NO. 2 CONNIE SPEARS**

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

- Thanked the City of Huntsville and other organizations for the Veterans Day Parade
- Madison of Commerce Gala next Monday night at the Jackson Center

**COUNCIL DISTRICT NO. 3 TEDDY POWELL**

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

No business to report

**COUNCIL DISTRICT NO. 4 GREG SHAW**

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

Absent

**COUNCIL DISTRICT NO. 5 RANAE BARTLETT**

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

No business to report

**COUNCIL DISTRICT NO. 6 KAREN DENZINE**

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

- Madison Police Citizens Advisory Committee (MPCAC) will meet on Tuesday, November 19<sup>th</sup> and the guest is Bio-One at Madison Public Library at 6 p.m.
- Thanked all Veterans for their service

**COUNCIL DISTRICT NO. 7 JOHN SEIFERT**

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

- Appreciation to all the Veterans
- Work Session Dates: 1. November 20, 2024 - 5:30 p.m. 2. December 4, 2024 - 5:30 p.m.
- Followed up on public comments

**BOARD/COMMITTEE APPOINTMENTS**

**REAPPOINTMENT OF BRIAN GOODWIN TO PLACE 2 OF THE BEAUTIFICATION AND TREE BOARD WITH A TERM EXPIRATION OF NOVEMBER 27, 2026**

Council Member Denzine nominated Brian Goodwin for reappointment to Place 2 of the Beautification and Tree Board. There being no further nominations, he was reappointed by acclamation.

**PUBLIC HEARINGS**

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

**RESOLUTION NO. 2024-368-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM BALCH ROAD SHELL INC., DOING BUSINESS AS BALCH ROAD SHELL, FOR THEIR LOCATION AT 513 BALCH ROAD**

Deputy Revenue Officer Ivon Williams informed the Council that this is a new request for this location as new owners took ownership and added that everything is in order for Council action. Council President Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Wroblewski moved to approve Resolution No. 2024-368-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-369-R: REQUEST FOR A LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) LICENSE FROM BALCH ROAD SHELL INC., DOING BUSINESS AS BALCH ROAD SPIRITS FOR THEIR LOCATION AT 513 BALCH ROAD SUITE A**

Deputy Revenue Officer Ivon Williams informed the Council that this is a new request for this location as new owners took ownership and added that everything is in order for Council action. Council President Seifert opened the floor for public comments regarding this request. Margi Daly had a few questions regarding the license. There being no more comments, he then closed the floor and entertained a motion from the Council. Council Member Wroblewski moved to approve Resolution No. 2024-369-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

**DEPARTMENTAL REPORTS**

**ENGINEERING**

**RESOLUTION NO. 2024-356-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OMI, INC., FOR INCLINOMETER INSTALLATION AND PERIODIC MONITORING OF SLOPE STABILITY ON PROJECT 17-030 | HUGHES ROAD SE**

**BRIDGE SLOPE (AMOUNT NOT TO EXCEED \$29,567.00, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Shaw moved to approve Resolution No. 2024-356-R. Council Member Powell seconded. Council Member Shaw asked if this is the same quadrant that was previously worked on. A few years ago. City Engineer Michael Johnson reassured Council Member Shaw that it's pertaining to the southeast quadrant. Council Member Powell asked City Engineer Michael Johnson if for now the situation was just being monitored. City Engineer Michael Johnson reassured Council Member Powell that the situation was being monitored for an appropriate time frame. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-362-R: AWARD OF BID NO. 2024-012-ITB, TRAFFIC SIGNAL INSTALLATION - HARDIMAN ROAD AND BURGREN ROAD TO TEMPLE J ELECTRIC, LLC (\$311,317.00 TO BE PAID FROM FUND 38)**

Council Member Spears moved to approve Resolution No. 2024-362-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-367-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROY ENGINEERING FOR CIVIL ENGINEERING SERVICES RELATED TO THE DESIGN OF PROJECT NO. 25-005 | BROWNS FERRY ROAD AND SULLIVAN STREET INTERSECTION IMPROVEMENTS (\$88,550.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2024-367-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye

Council Member Connie Spears	Aye
Council Member Ranae Bartlett	Absent
Council Member Karen Denzine	Aye

Motion carried.

**FACILITIES AND GROUNDS**

**RESOLUTION NO. 2024-223-R: AUTHORIZING AGREEMENT WITH MADISON COUNTY FOR THE PROVISION OF FEDERAL FUNDING FOR THE PUBLIC SAFETY ANNEX RENOVATION PROJECT (ACCEPTANCE OF \$500,000 OF FEDERAL ARPA FUNDS FROM MADISON COUNTY)**

Council Member Powell moved to approve Resolution No. 2024-223-R. Council Member Shaw seconded. Mayor Finley thanked the county for the funding. The vote was taken and recorded as follows:

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

Motion carried.

**RESOLUTION NO. 2024-370-R: AWARD OF BID NO. 2024-013-ITB, PUBLIC SAFETY ANNEX RENOVATION TO DUNLAP CONTRACTING, INC., IN THE AMOUNT OF \$4,294,337.00 (TO BE PAID FROM GENERAL CAPITAL IMPROVEMENT, FUND 38, AND ARPA FUNDING)**

Council Member Powell moved to approve Resolution No. 2024-370-R. Council Member Shaw seconded. Council Member Denzine asked what the \$4,000,000.00 will be used for. Deputy Director James Dyer explained that it will be used for renovations of the old Intergraph building that the city purchased as well as construct a new building for fire station number four. The vote was taken and recorded as follows:

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

Motion carried.

**FIRE & RESCUE**

**RESOLUTION NO. 2024-358-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DR. JEFF JOHNSON FOR SERVICES AS MEDICAL DIRECTOR FOR MADISON FIRE EMS ACTIVITIES (\$1,650.00 PER MONTH, TO BE PAID FROM THE FIRE DEPARTMENT BUDGET)**

Council Member Spears moved to approve Resolution No. 2024-358-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**HUMAN RESOURCES**

**RESOLUTION NO. 2024-359-R: A RESOLUTION TO SPECIFY HOLIDAY OBSERVANCE DATES FOR CALENDAR YEAR 2025**

Council Member Wroblewski moved to approve Resolution No. 2024-359-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**LEGAL**

**RESOLUTION NO. 2024-341-R: APPROVING MEMORANDUM OF AGREEMENT FOR MADISON BRANCH BOULEVARD, SEGERS ROAD, AND MAECILLE DRIVE INFRASTRUCTURE IMPROVEMENTS IN CONNECTION WITH CONSTRUCTION OF NEW ELEMENTARY SCHOOL WITH THE CITY OF MADISON BOARD OF EDUCATION AND ENFINGER DEVELOPMENT, LLC (ACCEPTING INFRASTRUCTURE CONSTRUCTION REIMBURSEMENT SCHEDULE FOR \$2,140,985 FROM BOARD OF EDUCATION)**

Council Member Spears moved to approve Resolution No. 2024-341-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye

Council Member John Seifert	Aye
Council Member Maura Wroblewski	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Absent
Council Member Karen Denzine	Aye

Motion carried.

**PLANNING**

**PROPOSED ORDINANCE NO. 2024-353: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 101 MARQUISE WAY, LOT 12, BLOCK 1 OF WOODFIELD SUBDIVISION (FIRST READING)**

This is a first reading only

**POLICE**

**RESOLUTION NO. 2024-360-R: AUTHORIZING AN AGREEMENT WITH THE NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE FOR TRAFFIC SAFETY GRANT FUNDS**

Council Member Wroblewski moved to approve Resolution No. 2024-360-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

**RECREATION**

**RESOLUTION NO. 2024-364-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SHAQUETTA WILLIAMS FOR MENTAL HEALTH INSTRUCTOR SERVICES THROUGH THE PARKS & RECREATION DEPARTMENT (NO COST TO CITY; \$25-\$40 PER PERSON FOR CLASSES)**

Council Member Powell moved to approve Resolution No. 2024-364-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine Aye

Motion carried

**RESOLUTION NO. 2024-365-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH COURTENAY FULTS FOR SOURDOUGH BREAD MAKING INSTRUCTOR SERVICES THROUGH THE PARKS & RECREATION DEPARTMENT (NO CHARGE TO CITY, COURSES COST \$50-\$65 PER PERSON).**

Council Member Shaw moved to approve Resolution No. 2024-365-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried

**RESOLUTION NO. 2024-366-R: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SHARON RIVERS OFFICIATING FOR THE PROVISION OF OFFICIALS FOR VOLLEYBALL, BASKETBALL, AND SOFTBALL AS WELL AS SCOREKEEPERS AND LINE JUDGES (\$35.00 PER GAME TO BE PAID FOR FROM PARKS AND RECREATION DEPARTMENT BUDGET)**

Council Member Powell moved to approve Resolution No. 2024-366-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried

**MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS**

None

**ADJOURNMENT**

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

Council Member Maura Wroblewski Aye



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

Motion carried.

The meeting was adjourned at 6:54 p.m.

Minutes No. 2024-21-RG, dated November 12<sup>th</sup>, 2024, read, approved and adopted this 25<sup>th</sup> day of November 2024.

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

\_\_\_\_\_  
Council Member Connie Spears  
District Two

\_\_\_\_\_  
Council Member Teddy Powell  
District Three

\_\_\_\_\_  
Council Member Greg Shaw  
District Four

\_\_\_\_\_  
Council Member Ranae Bartlett  
District Five

\_\_\_\_\_  
Council Member Karen Denzine  
District Six

\_\_\_\_\_  
Council Member John Seifert  
District Seven

Concur:

\_\_\_\_\_  
Paul Finley, Mayor

Attest:

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

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

**PROCLAMATION**  
**CHILDREN'S CANCER AWARENESS MONTH**

**WHEREAS**, approximately 10,500 children under the age of 15 will be diagnosed with cancer this year in the United States. After accidents, cancer is the second leading cause of death in children ages 1 to 14 years of age; and

**WHEREAS**, the "Mommy I Have Cancer, Let's Fight Cinderella Ball (PHC)" with the support of organizations such as Alpha Foundation, Inc., Cahaba Shrine, Charles Hyder Jr. 100 Black Men District Representative, Huntsville Phi Beta Sigma Fraternity Inc., and Make A Wish Foundation, will bring awareness to the struggle that children must fight against cancer in the State of Alabama and City of Madison; and

**WHEREAS**, there is hope for children in that they respond to higher doses of treatment than adults and utilizing these intense treatments gives children a better chance at recovering fully; and

**WHEREAS**, it is important that parents continue to be proactive with their children even after treatment to offer follow-up care, including regular check-ups and the development of good nutritional habits to ensure that children are given the best opportunity for long term survival; and

**WHEREAS**, there are many success stories of children that have survived and thrive because of the treatments that they have received. We extend our love to those parents who have lost children and for those that continue to fight against these dreaded diseases. We salute every staff that work with the parents and the children and continue to support all efforts to increase awareness, screening and research so that children can be saved in the future when each of us work together to promote public awareness and share more information on children's cancer

**NOW, THEREFORE,**

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

**DECEMBER 2024**

As

**CHILDREN'S CANCER AWARENESS MONTH**

in the City of Madison, Alabama and encourage all residents to work together to raise awareness of Children's cancers and do commend this observance to all our citizens.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 25<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Paul Finley, Mayor

**RESOLUTION NO. 2024-371-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CHAMBER OF COMMERCE, INC FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Chamber of Commerce, Inc for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **One Hundred Five thousand dollars (\$105,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024.

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

STATE OF ALABAMA        )  
  )  
COUNTY OF MADISON     )

**AGREEMENT**

**THIS AGREEMENT IS MADE** by and between the **Madison Chamber of Commerce, Inc.**, a non-profit corporation, (hereinafter "**MCC**") and the **City of Madison, Alabama**, a municipal corporation (hereinafter the "City").

**WITNESSETH:**

**WHEREAS**, the Madison business community provides a significant portion of tax revenue to the City of Madison; and

**WHEREAS**, the MCC is a non-profit corporation organized to promote and support the City of Madison with a focus on the business community; and

**WHEREAS**, the MCC has the facilities and resources to provide essential services to the City to promote and market all types of events occurring within the City to regional, national, and international audiences, producing a positive economic impact to the City;

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59pm on September 30, 2025.
2. During said term, it is hereby agreed that the MCC shall provide adequate economic promotion and marketing services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the MCC the sum of One Hundred and Five thousand dollars and no cents (\$105,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed hereafter in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The MCC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the MCC agrees to and shall

provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by the MCC.

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

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by their respective entities, have set their hands and seals on the day and year set forth below.

**Madison Chamber of Commerce, Inc.**

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

Its: \_\_\_\_\_

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

**STATE OF ALABAMA           )**  
**)**  
**COUNTY OF MADISON       )**

I, the undersigned Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Madison Chamber of Commerce, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**ATTEST:**

By: \_\_\_\_\_  
Paul Finley, Mayor

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

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

**STATE OF ALABAMA        )**  
  )  
**COUNTY OF MADISON     )**

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

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

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



**EXHIBIT A  
SERVICES TO BE PROVIDED BY  
THE MADISON CHAMBER OF COMMERCE, INC.**

The Madison Chamber of Commerce ("MCC") shall promote the City of Madison, Alabama, and events occurring within the City and build on established and new programs to produce a positive economic impact to the City. In addition, MCC will also continue to enhance their Business Development programs for new and existing businesses in the Madison area.

The following list represents programs and services to be performed for the City of Madison by MCC for the means of promotion, growth, and advocacy:

**Overall Objectives:**

- Advocate to our federal, state, and local officials on behalf of our licensed business
- Function as a catalyst for cross collaboration between businesses, non-profit organizations, and the City of Madison
- Broaden the "recognition footprint" throughout the region for the City of Madison and its businesses
- Provide multiple educational opportunities throughout the year to our members
- Provide regular opportunities for our members to connect and gain exposure with the community
- Promote the City of Madison, Alabama and events occurring within the city.
- Enhance and grow Business Development programs for new and existing businesses in the Madison area.
- Seek partnerships for future economic development and a healthy business climate.
- Promote Madison's quality of life and standard of living throughout the community.
- Partner with other "like" organizations to promote the Tennessee Valley community.

**Madison Chamber Programming**

1. MCC shall organize, produce, promote, and execute the following events:
  - a) State of the City Address - Celebrate Madison
  - b) Chamber Holiday Party
  - c) State of Education "Back to School Breakfast"
  - d) Best in Business Awards
  - e) Chamber Cup Golf Tournament
  - f) Lunch and Learn Quarterly Series
  - g) Coffee and Commerce (Quarterly)
  - h) Women in Business and Men in Business Networking Events (Yearly)
  - i) Madison City Schools PTA Coupon Flyer (Yearly)
  
2. Provide PR and promotion of City of Madison events (both for the City of Madison and non-profit organizations working with the City of Madison for the benefit of the community.) Includes but is not limited to:
  - a) City of Madison Parks and Recreation activities and events
  - b) Madison City Schools
  - c) Madison City Schools PTA Council

- d) Madison Street Festival
- e) Trains on Main Scavenger Hunt
- f) Madison Christmas Tree Decorating Contest
- g) Civic Organizations
- h) Madison Chamber Cares Initiatives

### **Resident Resources**

1. Maintain and publish calendars of all city-wide events and programs.
2. Participate in city-wide newcomer events co-hosted by the Huntsville/Madison County Library and Madison Chamber.
3. Answer multiple phone calls and in-person visits each day by residents and tourists looking for brochures and places to eat/visit while visiting our city. (This equals between 4-7 hours per week of MCC office staff time since there is no official visitors center currently operating in the City limits.)

**RESOLUTION NO. 2024-372-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE HOSPITAL FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville Hospital Foundation for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seven thousand Five hundred dollars (\$7,500.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **HUNTSVILLE HOSPITAL FOUNDATION** (hereinafter “**HHF**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that HHF shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HHF the sum of Seven thousand Five hundred dollars and no cents (\$7,500.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HHF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HHF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HHF.

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

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

**HUNTSVILLE HOSPITAL FOUNDATION**

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

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2024.

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

## **EXHIBIT A**

Huntsville Hospital Foundation has secured funding to provide a facility dog for Madison Hospital through our Canines for Coping program, to work with patients, staff and the Madison community in the following ways:

1. Interact with pediatric/adolescent patients in the ED, especially behavioral health patients
2. Interact with pediatric/adolescent patients scheduled for surgery
3. Interact with Alzheimer's/dementia patients, when appropriate
4. Offer mental health support for hospital staff
5. Serve as a community ambassador for the City of Madison.



**RESOLUTION NO. 2024-373-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville-Madison County Emergency Management Agency for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Sixty Eight thousand Thirty Eight dollars (\$68,038.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 25th day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of November 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY** (hereinafter “**EMA**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

**WHEREAS**, EMA will provide aid and assistance in the event of an emergency to the City of Huntsville, City of Madison, and Madison County, Alabama as defined herein.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that EMA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to EMA the sum of Sixty Eight thousand Thirty Eight dollars and no cents (\$68,038.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. EMA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by EMA.

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

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

**HUNTSVILLE-MADISON COUNTY EMERGENCY  
MANAGEMENT AGENCY**

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

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

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

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

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

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

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

**STATE OF ALABAMA**

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**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2024.

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

## **EXHIBIT A**

The Huntsville-Madison County Emergency Management Agency:

- Shall provide aid and assistance to the City in the event of an emergency for the term of this Agreement. "Emergency" is defined as any occurrence, or threat thereof, whether natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- In the event of an emergency, the extent and nature of aid and assistance provided to the City by EMA shall be at the sole discretion of EMA; however, EMA shall act in good faith in responding to any such emergency.
- In no event shall EMA be liable to the City or to any person who resides or works in the City or owns property therein, for failure to provide aid and assistance in the event of an emergency.

**RESOLUTION NO. 2024-374-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH THE ENRICHMENT CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with The Enrichment Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Twenty-Five thousand dollars (\$25,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 25th day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between **THE ENRICHMENT CENTER** (hereinafter “**TEC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

**WITNESSETH:**

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

**WHEREAS**, TEC will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that TEC shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to TEC the sum of twenty five thousand dollars and no cents (\$25,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. TEC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, TEC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by TEC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by TEC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or



construed to be a partner, joint venture, or agent of TEC, nor shall TEC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

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

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

**THE ENRICHMENT CENTER**

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

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

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

**STATE OF ALABAMA**

§

**COUNTY OF MADISON**

§

§

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

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

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

**STATE OF ALABAMA**

§

**COUNTY OF MADISON**

§

§

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2024.

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



## **Exhibit A: The Enrichment Center School-Based Therapy Program | Madison City SchoolsFY25**

The Enrichment Center will utilize the \$25,000 in funding from the City of Madison to continue providing school-based mental health therapy services to students in Madison City Schools. The funding for FY25 will be used to support the increased cost of school-based services that has been requested by Madison City Schools Board of Education for the 2024-2025 school year. Additionally, this funding will support bilingual therapy services for Spanish-speaking students in Madison City Schools.

The Enrichment Center will provide the following services during the 2024-2025 school year:

- Direct evidence-based mental health services for students in all Madison City Schools
  - Bob Jones High School – Full time therapist
  - James Clemens High School – Full time therapist
  - Discovery Middle School – Part time therapist
  - Liberty Middle School – Part time therapist
  - Journey Middle School – Part time therapist
  - Columbia Elementary – Part time therapist
  - Heritage Elementary – Part time therapist
  - Horizon Elementary – Part time therapist
  - Madison Elementary - Part time therapist
  - Midtown Elementary – Part time therapist
  - Mill Creek Elementary – Part time therapist
  - Rainbow Elementary – Part time therapist
  - Bilingual Therapy – part time therapist
  - 2 Mental Health Coaches for the secondary-level schools
- Professional development for teachers and administrators in areas of concern
- Presentations to parents regarding mental health issues
- Continuing Education Seminars for 8 Enrichment Center school-based therapists

**RESOLUTION NO. 2024-375-R**

**A RESOLUTION TO APPROVE AN AGREEMENT WITH NATIONAL CHILDREN’S  
ADVOCACY CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL  
APPROPRIATION FROM THE CITY OF MADISON**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with National Children’s Advocacy Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Thirty thousand dollars (\$30,000.00)** for FY 25.

**READ, PASSED, AND ADOPTED** this 25th day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024.

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

STATE OF ALABAMA  
COUNTY OF MADISON

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**AGREEMENT**

**THIS AGREEMENT IS MADE** between the **NATIONAL CHILDREN’S ADVOCACY CENTER** (hereinafter “NCAC”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

**WITNESSETH:**

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2025.
2. During said term, it is hereby agreed that NCAC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to NCAC the sum of Thirty thousand dollars and no cents (\$30,000.00) for fiscal year 2025, which began October 1, 2024, and ends September 30, 2025, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. NCAC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, NCAC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by NCAC.

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

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

**NATIONAL CHILDREN’S ADVOCACY CENTER**

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

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

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

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

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

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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



**CITY OF MADISON, ALABAMA**

**ATTEST:**

**By:** \_\_\_\_\_  
**Paul Finley, Mayor**

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

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

**STATE OF ALABAMA**

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§  
§

**COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, 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 \_\_\_\_\_, 2024.

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

## **EXHIBIT A**

The National Children's Advocacy Center proposes to utilize the \$30,000 in funding from the City of Madison to provide both direct services to children regarding allegations of abuse, and also to provide child abuse prevention services, to the children and residents of Madison. All of these services are **provided at no charge to the clients involved**.

The National Children's Advocacy Center is proposing to provide the following services to residents in Madison at no cost to these individuals.

- Forensic Interviews of alleged child abuse victims
- Medical Exams of alleged child abuse victims
- Evidence-based mental health services for child victims and caregivers
- Child Abuse Prevention Presentations in Madison City Schools
- Support the ongoing implementation of the Handle With Care program in partnership with Madison Police, Madison Fire, and Madison City Schools
- Child Abuse Prevention Casework
  - Healthy Families
  - Partnership in Parenting
- Free training for Madison City Police Department Personnel involved in the investigation of child abuse

**RESOLUTION NO. 2024-387-R**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A FACILITY USE AGREEMENT WITH VFW POST 5162**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Facilities Use Agreement with VFW Post 5162 for use of meeting space, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Facilities Use Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024.

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

### FACILITY USE AGREEMENT

This Facility Use Agreement (herein the "Agreement") is effective as of November 26th, 2024 (the "Effective Date") and is made by and between the City of Madison, Alabama (herein the "City") and the Veterans of Foreign War Post 5162 (herein the "VFW") a non-profit organization.

**WHEREAS** the City and the VFW seek to enter a mutually beneficial agreement whereby the City shall provide the VFW meeting space upon its Premises in consideration for the continued volunteer work and outreach programs provided by the VFW to the community; and

**WHEREAS** the City is willing to provide the VFW with meeting space upon the terms and conditions listed below:

Now, therefore, the parties agree as follows:

- 1) VFW is granted a license to use Dublin Memorial Park, 8324 Old Madison Pike, Madison, AL 35758 and the Community Center, 1329 Brownsferry Road, Madison, AL 35758 (herein the "Premises"). Use of meeting rooms and other common areas upon the Premises shall be provided to the VFW every third Tuesday of the month from 6:00 p.m. until 8:00 p.m. to accommodate meeting space for up to thirty (30) persons.
- 2) VFW is granted an additional license to use the Premises for six (6) additional special meetings throughout the year that may last as long as three (3) hours. Such special meetings must be scheduled with the City of Madison Recreation Department with twenty-one (21) days advance notice to reserve space meeting the needs of the event.
- 3) VFW Auxiliary members, once established, shall also be granted a license to use the Premises once a month for a meeting of up to three (3) hours. Such Auxiliary meetings must be scheduled with the City of Madison Recreation Department with twenty-one (21) days advance notice to reserve space meeting the needs of the event.
- 4) The City shall provide meeting space as enumerated above to the VFW without payment of any monies to the City.
- 5) In consideration of the VFW securing regularly scheduled meeting space upon the Premises, the City acknowledges and agrees that the VFW will continue the following activities and programs within the City of Madison:

- a. Buddy Poppy Drive

- b. General volunteer support for local festivals and events
  - c. Partnering with community partners for City needs such as the Cemetery cleanup effort
  - d. Volunteer efforts with local schools
  - e. Adopt-a-Mile activities
  - f. Outreach to Homeless Veterans
- 6) The term of this agreement shall be one year from the Effective Date of November 26, 2024.
  - 7) Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party.
  - 8) The VFW shall be allowed access to tables and chairs necessary to accommodate its meeting. However, the VFW otherwise accepts use of the Premises in an "as is" condition.
  - 9) Any damages to the Premises caused by VFW or its meeting members, affiliates, agents, and/or invitees will be the responsibility of the VFW.

**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.

**Veterans Foreign Wars Post 5162,**

\_\_\_\_\_  
**Commander Kent Cook**

**STATE OF ALABAMA                    )**  
**COUNTY OF MADISON                )**

I, \_\_\_\_\_, a Notary Public in and for said County, in the said State, do hereby certify that Kent Cook has signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, as such officers and with full authority, he executed the same voluntarily for and as the act of said organization.

Given under my hand and seal this \_\_\_\_ day of November 2024.

\_\_\_\_\_  
 NOTARY PUBLIC

City of Madison, Alabama, a municipal corporation

ATTEST:

\_\_\_\_\_  
Paul Finley, Mayor

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

STATE OF ALABAMA                    )  
COUNTY OF MADISON                )

I, \_\_\_\_\_, a Notary Public in and for said County, in the said State, do hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, 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, as such officers and with full authority, they executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and seal this \_\_\_\_\_ day of November 2024.

\_\_\_\_\_  
NOTARY PUBLIC

*Remainder of page intentionally left blank.*

**RESOLUTION NO. 2024-389-R**

**A RESOLUTION ACCEPTING QUOTE FROM HEARTLAND BUSINESS SYSTEMS FOR BACKUP SERVICES**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quote for software backup services, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: Statement of Work**. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of November 2024.

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

**RESOLUTION NO. 2024-408-R**

**A RESOLUTION AUTHORIZING AMENDMENT OF AN AGREEMENT  
BETWEEN THE CITY OF MADISON AND THE CITY OF MADISON  
BOARD OF EDUCATION**

**WHEREAS**, on February 27, 2024, the City Council of the City of Madison, Alabama, authorized and directed the Mayor to execute on behalf of the City a Transportation Agreement with the City of Madison Board of Education to provide buses and drivers for various City events during the year; and

**WHEREAS**, the City of Madison Parks & Recreation Department has requested the original Christmas Parade dates be amended; and

**WHEREAS**, the City of Madison Board of Education has consented to the new Christmas Parade date and rain date, and it has authorized an amendment to the original Transportation Agreement;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Amended Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Addendum to Transportation Agreement" to provide buses for the Christmas Parade to be held Saturday, December 14, 2024, between 5:00 PM and 9:00 PM, with a rain date of Monday, December 16, 2024, between 5:00 PM and 9:00 PM; and

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25th day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, City Council President*  
**City of Madison, Alabama**

**ATTEST:**

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



**APPROVED** this \_\_\_\_ day of November 2024.

---

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

**ADDENDUM TO TRANSPORTATION AGREEMENT  
BY AND BETWEEN THE CITY OF MADISON BOARD OF EDUCATION  
AND THE CITY OF MADISON**

This Addendum is entered into by and between the City of Madison Board of Education (“MCS”) and the City of Madison (“Customer”) dated February 27, 2024 (the “Agreement”), to modify and adjust the dates and times included in the Transportation Agreement for provision of transportation services to the Customer by MCS for the Christmas Parade.

1. The Scope of Services as stated in the Agreement is amended to provide as follows:

**Scope of Services to be provided:** MCS will provide transportation services to Customer using MCS buses driven by MCS bus drivers during the term of this agreement for the following event or purposes:

- Christmas Parade – December 14, 2024 (Saturday) between 5:00 p.m. and 9:00 p.m., with a rain date of December 16, 2024 (Monday) between 5:00 p.m. and 9:00 p.m.

2. All other provisions of the Agreement shall remain unchanged by this Addendum.

Dated this \_\_\_\_\_ day of November 2024.

**CITY OF MADISON, ALABAMA, a municipal corporation**

By: \_\_\_\_\_  
Paul Finley, Mayor

ATTEST:

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

**CITY OF MADISON BOARD OF EDUCATION**

By:  \_\_\_\_\_  
Edwin Nichols,  
Its: Superintendent



**MADISON COUNTY COMMISSION**

**Steve Haraway**

Commissioner  
District Two

November 8, 2024

City of Madison  
100 Hughes Road  
Madison, Alabama 35758

Mayor Finley,

Enclosed herewith please find Madison County Commission check number 93005 dated November 7, 2024, in the amount of \$128,775.00 payable to the City of Madison. This one-time appropriation from the Madison County Commission, District 2 budget is to be used exclusively towards vehicles purchased for the City of Madison Public Works Department and the City of Madison Police Department.

Should you have any questions or need anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Haraway", is written over the word "Sincerely,".

Steve Haraway  
Commissioner  
Madison County Commission, District 2

**RESOLUTION NO. 2024-386-R**

**AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL PROJECTS BUDGET FOR THE INSTALLATION OF AN IRRIGATION SYSTEM AT DUBLIN PARK MONARCH BUTTERFLY GARDEN**

**WHEREAS**, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

**WHEREAS**, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City’s budget; and

**WHEREAS**, the City Council finds that an expenditure of public funds to provide funding for irrigation installation at the Dublin Park Monarch Butterfly Garden meets a public purpose;

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that an expenditure, which shall in no event exceed **six thousand dollars (\$6,000.00)**, is authorized from the Council Special Projects budget for the above-described purpose.

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert, II, City Council President*  
**City of Madison, Alabama**

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of November 2024.

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

**PROPOSED ORDINANCE NO. 2024-327**

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

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

**SECTION 1.** That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R1-A (Low Density Residential District):

**11027 Cardinal Drive  
Lot 59, Morris Estates, Addition II, PB E 93**

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

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2024.

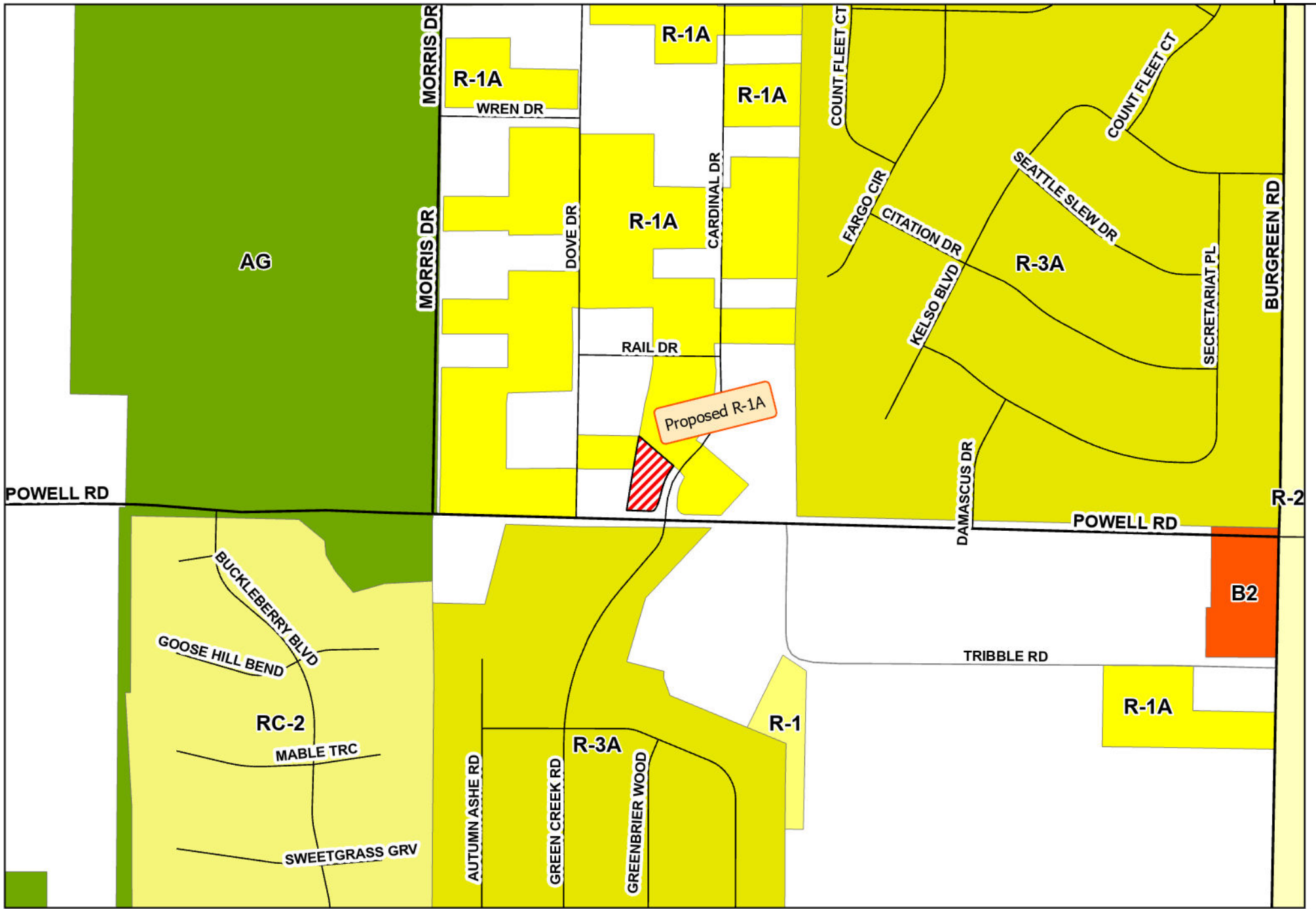
\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

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



# Proposed R-1A



**RESOLUTION NO. 2024-403-R**

**A RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF  
HVAC UNITS FOR THE PUBLIC SAFETY ANNEX FROM TRANE U.S., INC.  
THROUGH OMNIA PARTNERS**

**WHEREAS**, Trane U.S., Inc., doing business as Trane, maintains Contract Number 3441 with the OMNIA Partners Cooperative for HVAC Products, Installation, and related services; and

**WHEREAS**, the Alabama Competitive Bid Law exempts such products and services from a Competitive Bid if procured through such a cooperative; and

**WHEREAS**, by virtue of passage of Resolution No. 2014-138-R and pursuant to §41-16-51(a)(16) of the Code of Alabama, the City Council has authorized qualified purchasing through the National IPA which has been acquired by Omnia Partners; and

**WHEREAS**, the Alabama Department of Examiners of Public Accounts has authorized purchasing through Omnia Partners, which is a national, intergovernmental purchasing cooperative, through December 31, 2024; and

**WHEREAS**, the Facilities & Grounds Department has requested the purchase of HVAC Units from Trane U.S. Inc. for the Public Safety Annex, pursuant to attached Proposal No. J8-56170-4796-1, dated October 30, 2024; and

**WHEREAS**, the Facilities & Grounds Department has verified that the units are not available for purchase on any bid that has been awarded by the State of Alabama; and

**WHEREAS**, the Facilities & Grounds Department has verified that Trane U.S., Inc., is an authorized dealer for HVAC units and is a participating Omnia Partners vendor holding a valid Alabama business license;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Madison, Alabama, that the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **three hundred seventy-three thousand six hundred seventy-four thousand dollars (\$373,674.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

**READ, APPROVED, AND ADOPTED** this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024

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





# Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.**  
**DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

**Prepared For:** All Bidders

**Date:** October 30, 2024

**Job Name:**  
Madison City Public Safety Annex

**Proposal Number:** J8-56170-4796-1  
**Opportunity ID:** 7774498

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

**COOP Quote Number:** J8-tUrAAK-24-001  
**COOP or Federal Contract ID:** OMNIA Racine #3341

**Payment Terms:** Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

## Equipment:

### Tag Data - Valent MAU (Qty: 1)

Item	Tag(s)	Qty	
A1	MAU-1	1	\$ 40,837.00

### Product Data - Valent MAU

Item: A1 Qty: 1 Tag(s): MAU-1

**Model:** VX-12-7I-E-E2 - Unit Price  
Unit Warranty: 66 Months (4 Yrs. Ext.)

**HEATING:**  
4:1 Modulating IG Furnace - Size 150  
Indirect Gas Furnace Material Stainless Steel

**Indirect Gas Sizing Information**  
Gas Type: Natural  
Energy Input: 150.0 MBH  
Energy Output: 122.0 MBH

**COOLING:**  
Packaged DX: 7.0 Tons  
Compressor Type: Inverter Scroll  
Modulating Hot Gas Reheat  
EC Condenser Fan: Lead  
Refrigerant Type: R-454B

**Packaged DX Sizing Information**  
Integral Condensing Unit By Factory  
Compressor Qty: 1  
Lead Compressor Type: Inverter Scroll

**ACCESSORIES:**  
UL/cUL60335  
Weatherhood: Downturned Hood  
Supply Filters - 2" Pleated MERV 13, 1-12x24x2, 1-24x24x2  
Outdoor Air Dampers - Motorized Low Leakage  
Damper End Switch - Outdoor Air  
Painted Exterior - Concrete Gray (RAL 7023)  
Microprocessor Controls  
Supply Fan VFD Control - Constant Volume-Adj. Setpoint  
Space Temp and RH - 1 Temp and RH Only  
Network Protocol: BACNetMSTP  
Dirty Filter Sensor: Supply  
Phase and Brown Out Protection  
120v NEMA 3R Outlet (Factory mounted and wired)  
Unit Disconnect - Mounted By Factory  
Hail Guards  
Condensate Overflow Switch

**All Valent units will have 20" insulated Roof Curb, Wind Rated with Engineered Calculations.**

**Valent unit Lead time is 8 weeks.**

**Tag Data - Ductless Split (P Series) (Qty: 10)**

Item	Tag(s)	Qty	Description	
B1	OU-1, OU-2	2	Ductless Split (P Series) (JV_P)	\$ 6,684.00
B2	IU-1, IU-2	2	Ductless Split (P Series) (JV_P)	\$ 3,337.00
B3	OU-3, OU-4, OU-5	3	Ductless Split (P Series) (JV_P)	\$ 7,250.00
B4	IU-3, IU-4, IU-5	3	Ductless Split (P Series) (JV_P)	\$ 3,386.00

**Product Data - Ductless Split (P Series)**

**All Units**

Standard Ship Cycle

**Item: B1 Qty: 2 Tag(s): OU-1, OU-2**

TRUZA0241HA70NA Heat Pump

**Item: B2 Qty: 2 Tag(s): IU-1, IU-2**

PKA-A24KA7.TH

**Item: B3 Qty: 3 Tag(s): OU-3, OU-4, OU-5**

TRUZA0121KA70NA Heat Pump

**Item: B4 Qty: 3 Tag(s): IU-3, IU-4, IU-5**

TPKA0A0121LA10A Wall Mounted

**Tag Data - VRF Outdoor Unit (Qty: 1)**

Item	Tag(s)	Qty	Description	
C1	HR-1	1	VRF Outdoor Unit (JV_ODU)	\$ 22,785.00

**Product Data - VRF Outdoor Unit**

**Item: C1 Qty: 1 Tag(s): HR-1**

TURYE1204AN41AN

TURYE1204AN41AN

**Tag Data - VRF Indoor Unit (Qty: 17)**

Item	Tag(s)	Qty	Description	
D1	IU-212, IU-214, IU-215, IU-218, IU-217, IU-221, IU-224, IU-225, IU-219A, IU-219B, IU-211A, IU-211B, IU-211C, IU-211D	14	VRF Indoor Unit (JV_IDU)	\$ 20,100.00
D2	IU-213, IU-210A, IU-210B	3	VRF Indoor Unit (JV_IDU)	\$ 3,505.00

**Product Data - VRF Indoor Unit  
All Units**

Standard Ship Cycle

**Item: D1 Qty: 14 Tag(s): IU-212, IU-214, IU-215, IU-218, IU-217, IU-221, IU-224, IU-225, IU-219A, IU-219B, IU-211A, IU-211B, IU-211C, IU-211D**  
TPLFYP005FM140B

**Item: D2 Qty: 3 Tag(s): IU-213, IU-210A, IU-210B**  
TPLFYP012FM140B

**Tag Data - VRF Accessory (Qty: 1)**

Item	Tag(s)	Qty	Description	
E1	VRF Accessory	1	VRF Accessory (JV_ACC)	\$ 11,184.00

**Product Data - VRF Accessory**

**Item: E1 Qty: 1 Tag(s): VRF Accessory**  
 6 X87-721-PUMP MAXI-BLUE 230V  
 1 CMY-R301S-G-REDUCER J1 TYPE BC CONTROLLER  
 17 TLP-18FAU-GRILL (PLFY-NFMU/SLZ-KF)  
 16 BV38BBSI-3/8" BALL VALVE, BRAZED  
 16 BV58BBSI-5/8" BALL VALVE, BRAZED  
 3 WB-PA4-WIND BAFFLE  
 2 WB-PA5-WIND BAFFLE  
 3 ULTRILITE1-ULTRILITE PADS, 16X36X3  
 3 CMY-Y102SS-G2-BRANCH PIPE

**Tag Data - VRF Branch Controller (Qty: 1)**

Item	Tag(s)	Qty	Description	
F1	VRF Branch Co	1	VRF Branch Controller (JV_BCU)	\$ 7,289.00

**Product Data - VRF Branch Controller**

**Item: F1 Qty: 1 Tag(s): VRF Branch Co**  
 Standard ship cycle  
 1 Accessory 16 Branch Single BC

**Tag Data - VRF Controls (Qty: 1)**

Item	Tag(s)	Qty	Description	
G1	VRF Controls	1	VRF Controls (JV_CTRL)	\$ 11,747.00

**Product Data - VRF Controls**

**Item: G1 Qty: 1 Tag(s): VRF Controls**  
 19 TAC-YT53CRAU-J (Field Installed)  
 1 LIC-BACNET MASTER  
 5 BACnet and Modbus Interface (Field Installed)  
 1 TE-200A

**Lead time for VRF and ductless units is 24 Weeks.**

**Tag Data - 3 - 25 Ton PKGD Precedent Unitary Rooftop (Qty: 8)**

Item	Tag(s)	Qty	Description	Model Number	
H1	RTU-4, RTU-5	2	3 - 25 Ton PKGD Precedent Unitary Rooftop	YHK060A4SAL	\$ 49,696.00
H2	RTU-1	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK090A4SAM	\$ 28,603.00
H3	RTU-2	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK090A4SAM	\$ 28,603.00
H4	RTU-7	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK090A4SAM	\$ 28,603.00
H5	RTU-8	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK180A4SAM	\$ 42,859.00
H6	RTU-3	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK090A4SAM	\$ 28,603.00
H7	RTU-6	1	6- 25 Ton PKGD Precedent Unitary Rooftop	YSK090A4SAM	\$ 28,603.00

**Product Data - 3 - 25 Ton PKGD Precedent Unitary Rooftop**

**All Units**

- DX Cooling / Gas Heat
- R-454B Refrigerant
- 460/60/3
- Symbio 700
- Stainless Steel Gas Heat
- 3-year parts, coils & controls warranty
- 5-year compressor parts only warranty
- 15-year stainless steel heat exchanger
- CO2 wall mounted (Field Installed)
- Digital display zone sensor (Field Installed)
- Humidity wall mounted sensor (Field Installed)
- Low Ambient Kit (Field Installed)
- 1st Yr Labor Whole Unit
- 2nd-5th Yr Labor Compressor Only

**20" Roof Curb, Insulated Wall and Insulated Solid Bottom, Wind Rated with Engineered Calculations**

**Item: H1 Qty: 2 Tag(s): RTU-4, RTU-5**

- High Efficiency
- 5 Ton
- Low Gas Heat
- Economizer, Reference Enthalpy with Barometric Relief
- Single Zone Variable Air Volume with Standard Motor
- Standard Access Panels with 2-in MERV 13 Filters
- Through the Base Electric and Gas
- Non-Fused Disconnect Switch
- Powered 15A Convenience Outlet
- Modulating Hot Gas Reheat (HGRH)
- CFS and FFS and COS
- Stainless Steel Drain Pan

**Item: H2, H3, H4, H6, H7 Qty: 5 Tag(s): RTU-1, RTU-2, RTU-7, RTU-3, RTU-6**

- Standard Efficiency
- 7.5 Ton
- Medium Gas Heat
- Economizer, Reference Enthalpy with Barometric Relief
- Single Zone Variable Air Volume with Standard Motor
- Standard Access Panels with 2-in MERV 13 Filters
- Through the Base Electric and Gas
- Non-Fused Disconnect Switch
- Powered 15A Convenience Outlet
- Modulating Hot Gas Reheat (HGRH)
- CFS and FFS and COS
- Stainless Steel Drain Pan

**Item: H5 Qty: 1 Tag(s): RTU-8**  
 Standard Efficiency  
 15 Ton  
 Medium Gas Heat  
 Economizer, Reference Enthalpy with Barometric Relief  
 Single Zone Variable Air Volume with Standard Motor  
 Standard Access Panels with 2-in MERV 13 Filter  
 Through the Base Electric and Gas  
 Non-Fused Disconnect Switch  
 Powered 15A Convenience Outlet  
 Modulating Hot Gas Reheat (HGRH)  
 CFS and FFS and COS  
 Stainless Steel Drain Pan

**The standard Lead time for all RTU units are 15 weeks.**

**First Year Labor Warranty on Valent units are not included in the quote and are excluded.**

**EXCLUSIONS:** Unless otherwise noted above, quote does not include factory start up, labor warranty, owner training, locking thermostat covers, vibration isolation, sloped, standing seam or metal roof curb, roof curbs or curb adapters, condenser coil guards, spare or extra filters, smoke detectors, fire stats, CO2 sensors, bi-polar ionization, disconnects, line sets, refrigeration specialties or any other controls or accessories not specifically mentioned above.

Notwithstanding the foregoing, the parts and compressor will be warranted to the original owner for a period of ten (10) years from the date of installation if (1) the System is designed by a Diamond Designer using the Diamond System Builder™ (2) the installing contractor has successfully completed all METUS-approved CITY MULTI training courses, and (3) the contractor has timely submitted a completed and approved Diamond System Builder™ file per the METUS Extended Warranty Process.

Total Net Price (Excluding Sales Tax) ..... \$ 373,674.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITES.COM/STATE-LINKS.HTML">WWW.TAXSITES.COM/STATE-LINKS.HTML</a> FOR TAX FORMS.
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Sincerely,

**Trevor Wright / Jordan Harris**  
**Trane U.S. Inc.**  
 301 James Record Road  
 Building 200, Suite 100  
 Huntsville, AL 35824  
 Office Phone: (256) 850-7600  
 Fax: (256) 850-7601

**This proposal is subject to your acceptance of the attached Trane terms and conditions.**

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

**"Company"** shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

- 1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 4. Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
- 9. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
- 10. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

**11. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

**15. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

**16. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

**17. Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

**18. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

**19. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**20. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**21. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**22. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**23. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)  
Supersedes 1-26.130-4(1221b)



**SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's

employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
  
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

**RESOLUTION NO. 2024-409-R**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR GRANT WRITING SERVICES**

**BE IT HEREBY RESOLVED** that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Vickers Consulting Services, Inc., for the preparation of an Assistance to Firefighters Grant application for the purchase of radios, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

**READ, PASSED, AND ADOPTED** at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November 2024.

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

**Vickers Consulting Services, Inc**  
**Consulting Agreement – Flat Rate**

Rev. 08/05/2024

This Agreement is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and Vickers Consulting Services Inc., PO Box 12032, Spring, TX 77391-2032.

In this Agreement, the party who is contracting to receive services shall be referred to as "Applicant", and the party who will be providing the services shall be referred to as "Consultant".

- Consultant has a background in Grant Writing, and is willing to provide services to Applicant based on this background.
- Applicant desires to have services provided by Consultant.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, Consultant will provide the following services if requested (collectively, the "Services"): grant program application development, including but not limited to: research of funding opportunities, project development, application development, cost estimation, and project narrative development. Applicant understands that their approval will be required on all applications.

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Applicant will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

**3. PAYMENT.** Applicant will pay a fee to Consultant for the Services based on a flat rate of \$1,500.00 for the grant application worked on by the Consultant. This fee shall be payable no later than thirty (30) days following the submission of the proper invoice for the application. Upon termination of this Agreement Consultant shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Consultant has not yet been paid. Work product constituting payment is considered to be narrative preparation. If a narrative is prepared and submitted to the Applicant for review the relationship is considered to be billable and even if the Applicant decides not to apply to said grant program they will be billed the full amount for services rendered. A \$25 late fee will be added for payments 60 days or more overdue.

**4. EXPENSE REIMBURSEMENT.** Consultant shall pay all "out-of-pocket" expenses, and shall be entitled to reimbursement within 30 days of the incurred expense from Applicant. Reimbursable costs include, but are not limited to, postage, facsimile, notary, airfare & other travel related expenses, and other administrative costs. These costs will be limited to \$50 initially. If costs are to exceed \$50 Consultant will notify Applicant of the costs and receive written approval prior to making the expenditure. Since travel is not normally necessary for the Consultant to perform their duties, any travel requests by the Applicant shall be done in writing and costs agreed to prior to any travel plans being made.

**5. TERM/TERMINATION.** Since this Agreement is open-ended in nature, it shall be terminated in writing and agreed to by both parties. Termination can be stipulated to be upon completion by Consultant of the Services required by this Agreement, and payment by the Applicant for those services if the termination date is prior to the completion of the Service.

**6. RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent contractor with respect to Applicant, and not an employee of Applicant. Applicant will not provide fringe benefits, including health insurance benefits or any other employee benefit, for the benefit of Consultant.

**7. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):  
*a. Consultant's Intellectual Property.* Consultant does not personally hold any interest in any Intellectual Property. Applicant claims no rights to any work product of the Consultant for the length of service with the exception of the completed application and its components. Applicant makes no claims to the knowledge of the Consultant acquired during the length of service, even if acquired solely for the purpose of this Agreement.

**8. CONFIDENTIALITY.** Applicant recognizes that Consultant has and will have the following information:

- prices of items included in the application
- costs & budgeting information of the organization
- discounts being given to only the Applicant by vendors
- future plans of the organization
- current business affairs of the organization

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Applicant and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any specific Information that can be used to identify the Applicant for Consultant's own benefit, or divulge, disclose, or communicate in any manner any of said specific Information to any third party without the prior written consent of Applicant. Consultant will protect the Information and treat it as strictly confidential. Applicant agrees that Consultant can use general information describing the project and Applicant that will not divulge the identity of the Applicant as examples for published materials, speaking engagements, or any other such use. A violation of this paragraph shall be a material violation of this Agreement.

**9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Applicant :  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ , \_\_\_\_\_

IF for Consultant:  
  
Vickers Consulting Services, Inc  
PO Box 12032  
Spring, TX 77391-2032

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Notices may also be sent by email or facsimile, and will be verified by telephone as to their authenticity.

**10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**11. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**12. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this 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.

**13. WAIVER OF CONTRACTUAL RIGHT.** 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.

**14. ACCURATE INFORMATION.** Consultant can not be held responsible for the inaccuracy of any information given by the Applicant. The Applicant is required to give the Consultant all proper information that is required to comply with all rules and regulations of the Grant or Funding Program which will be receiving the work product created by this agreement. This agreement holds harmless the Consultant in the event that the Applicant engages in fraudulent activity.

Party receiving services (Applicant): \_\_\_\_\_

By:  
Authorized Party #1  
Name & Title (print) \_\_\_\_\_

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

Authorized Party #2 *(if required by Applicant)*  
Name & Title (print) \_\_\_\_\_

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

Party providing services:

Vickers Consulting Services, Inc.  
By Name & Title (print) \_\_\_\_\_

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

**RESOLUTION NO. 2024-404-R**

**A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN**

**WHEREAS**, the City of Madison has assigned certain positions to its job classification plan and has established pay ranges for those positions; and

**WHEREAS**, the City of Madison desires to modify the classification plan to reflect current needs of the City;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Madison, Alabama, sitting in regular session on this 25<sup>th</sup> day of November, 2024, that the following changes be made to the General Classification Plan, to be effective upon the start of the next pay period after the adoption of this Resolution:

**General Classification Plan:**

- Receptionist (Parks & Recreation—Senior Center)      Grade 101
- Transportation Coordinator (Parks & Recreation)      Grade 108

**READ, APPROVED, and ADOPTED** this \_\_\_\_ day of November, 2024.

\_\_\_\_\_  
*John D. Seifert, II, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_ day of November, 2024.

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



# City of Madison

## Job Description



**Title: Receptionist**

**Department: Recreation- Senior Center**

**FLSA Status: Part- Time**

**Pay Grade: 101**

**New Position  Position Change  Effective Date 10/1/2024**

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

Serves as the primary Receptionist for the Madison Senior Center and serves a critical role as the first impression of, face of, and voice of the City of Madison Community Center. Serves as a courteous, helpful information resource for all Madison Senior Center and Recreation department activities (in person and on the telephone). Provides courteous and positive customer service to all visitors. This is a job share position requiring availability and flexibility to ensure there is seamless receptionist coverage during business hours.

### **Essential Functions/Major Responsibilities:**

- Unlock entrance door upon arrival and locking the door at the end of the business daily.
- Update and refilling literature rack and counter rack.
- Greet each visitor warmly and professionally.
- Screen visitors to Madison Senior Center as needed.
- Serve as first line of resource for all telephone questions: must have knowledge of all meetings, processes and events at Senior Center.
- Answer telephone promptly and direct all calls accurately using a multi-line phone system.
- Take complete and accurate messages.
- Distribute all handouts available regarding Senior Center and/or activities (including newsletter, Senior Center calendar, guest and membership packet information).
- Assist in completion of computer input for registrations, room rentals, etc.
- Perform data entry tasks (including Excel spreadsheet work) to assist Madison Senior Center.
- Maintain process notebook and documentation to ensure seamless service.
- Perform other tasks and simple projects as assigned through Madison Senior Center office.
- Verifies Senior Center Memberships.

### **Secondary Functions:**

- Post all facility holiday and special event closings as needed.
- Assist members with computer room access/sign-in.
- Deliver interoffice mail and daily deposits to City facilities as needed, driving city vehicle.
- Assists the Senior Center Director/Superintendent and Director of Parks and Recreation as needed.

## Receptionist- Madison Senior Center

- Performs other duties as assigned by Senior Center Director/Superintendent and Parks & Recreation Director or Assistant Director.

**Job Scope:**

- Must consistently demonstrate a high level of courteous customer relations and communication skills.
- Must consistently demonstrate a high level of judgment and discretion required for accessing and maintaining confidentiality and sensitive information.
- Perform Madison Senior Center communication of information, customer relations, receptionist duties with little to no directions, operating from established directions and instructions.
- Maintain professional appearance and demeanor at all times as a primary representative of the Madison Senior Center and Madison Community Center.

**Interpersonal Contacts:**

- Interacts with team of workers, including professional and administrative staff. Interacts with public on a daily basis. Must be able to work with general public due to frequent contact with seniors and answer informative questions. Must be able to follow instructions from supervisor.

**Knowledge, Skills, and Abilities:**

- Strong receptionist skills, including strong social interaction, communication skills and phone etiquette.
- Verbal skills to communicate information and needs to public officials, general public, coworkers and supervisor.
- Ability to work independently with little supervision.
- Knowledge of basic receptionist duties.
- Knowledge of computers, software (Microsoft Office, Word, and Excel), printers, etc. and strong data entry skills.
- Ability to follow instructions.
- Writing skills to write receipts, messages, etc.
- Reading skills to understand written instructions, memos, policies and procedures, facility forms, etc.
- Listening skills to understand verbal instructions and information.
- Strong team skills to interact positively with co-workers.

**Education and/or Experience:**

- High school diploma or equivalent required.
- Experience working with general public preferred.
- Experience in general office/receptionist duties, computer experience, use of multi-line telephone system, email communicating with the general public, etc.
- Driver's license and strong driving record required for use of city vehicle.

**Job Conditions:**

- Strong background record required, due to accessibility to employee and city property, public and senior citizens.
- Normal office working conditions.
- May require work in an environment where there are temperature fluctuations, noise, poor ventilation, dirt, dust, etc.

- May require occasional overtime and work on weekends.
- Must be able to work varying hours, extended hours, weekend and holidays and at times with little or no notice, etc.
- Must maintain a strong driving record for city insurance purposes and record may be checked periodically by the City.

**Physical Capabilities:**

- Ability to see well enough to observe patrons, facility forms, etc. (corrective lens acceptable).
- Ability to read well enough in order to read memos, letters, reports, etc.
- Ability to be mobile in order to deliver handwritten messages, assist public, etc.
- Ability to bend, climb, stand in order to complete job tasks.
- Ability to lift 15lbs with or without reasonable accommodations.
- Ability to hear well enough to understand normal conversation, hear persons from a distance, hear telephone, etc. (hearing aid acceptable).
- Ability to communicate verbally and orally with general public, coworkers, supervisors and senior citizens/patrons and to be heard from a distance.
- Use of hands and fingers to type, write, file and operate office equipment.
- Ability to work on computer for extended periods of time.
- Ability to sit or stand for extended periods of time.

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**Mayor Approval, Date**

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**Department Head Approval, Date**

# City of Madison

## Job Description



**Title: Transportation Coordinator**

**Department: Parks & Recreation**

**FLSA Status: Full Time Regular**

**Pay Grade: 108**

**New Position  Position Change  Effective Date 10/14/2024**

*The following information is designed to outline the functions and position requirements of this job. It does not identify all tasks that may be expected, nor address the performance standards that must be maintained.*

### **General Position Summary:**

This position is responsible for all duties associated with day-to-day operations of the Madison Assisted Ride System, or MARS. Responsibilities include management of the administrative functions and the transportation for senior and disabled citizens, special event transportation, and the Madison Senior Center transportation. This position is also responsible for the maintenance and upkeep of Parks and Recreation vehicles.

### **Essential Functions/Major Responsibilities:**

- Plans, coordinates, and directs all aspects of the senior center bus system and the City of Madison paratransit service including, but not limited to, routing, scheduling, dispatching, driver/customer relations, 2-way radio communications system, accident and incident investigations, and patron communications.
- Trains, directs, assigns, supervises, evaluates, and disciplines personnel.
- Conduct meetings with staff to identify operational areas of improvement, resolve, and answer questions.
- Communicate with patrons by email or phone to answer inquiries or resolve conflict matters.
- Assists and monitors subordinates in performing their duties and responsibilities.
- Monitors and maintains the transportation software program for assigning riders to buses.
- Processes and approves applications for the transportation program.
- Communicates with the Public Works department in scheduling maintenance and routine services for the vehicles.

### **Secondary Functions:**

- Required to operate passenger transport vehicle in absence of Van Drivers.
- Completes paperwork and maintains files pertaining to purchasing of vehicles for the Parks and Recreation Department.
- Coordinates and schedules transportation needs for Madison Parks and Recreation special events and other related events.
- Collect and/or approve leave request forms.
- Completes annual performance evaluations for subordinate staff.
- Processes all insurance paperwork for the Parks and Recreation Department.

### **Job Scope:**

- Performs duties with little direction given, operating from established schedule and instructions.

## Transportation Coordinator

- Decisions are made within general department policy constraints, but occasionally require independent decision making.
- Assigns work in terms of general instructions, and spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.
- Guidelines require judgement, selection, and interpretation in application.

### **Supervisory Responsibility:**

- This position has direct supervision over Van Drivers, both for the MARS Program and the Madison Senior Center.

### **Interpersonal Contacts:**

- This position has contact with co-workers, program participants, and members of the general public.
- The purpose of these contacts is to give or exchange information and provide services.

### **Education and/or Experience:**

- 4-year degree from a college or university, or an equivalent combination of training, education and experience in duties preferred.
- Ten (10) years of transportation service in successfully managing 25 or more employees in a service-related business or industry.
- Public Transit Operations experience preferred.
- Five (5) years of administrative experience, performing complex administrative processes, projects and working with the general public.
- Experience in general office/clerical duties, to include use of computer with various software, invoicing, setting up databases, answering of phone, communicating with the general public, etc.
- An obtained and valid Class B Commercial Driver's License is preferred.

### **Job Conditions:**

- Strong background record required, due to accessibility to employee and city property, citizens and patrons.
- Normal office working conditions with occasional fieldwork.
- Fieldwork requires slip resistance/steel toe footwear to be worn during work hours.
- May require occasional overtime and work on weekends.
- May be required to attend evening meetings, such as council meetings.
- Must be able to work varying hours, extended hours, weekends and holidays, and at times with little or no notice.
- May require some travel for state association meetings, annual conference, workshops, seminars, etc.
- Must maintain valid driver's license with excellent driving record required.

### **Physical Capabilities:**

- Work is performed while typically sitting at a desk or table, or while intermittently sitting, standing, stopping, walking, bending, or crouching.
- Occasional fieldwork to respond to accidents, mechanical failures, or to resolve issues with patrons.
- Ability to occasionally lift light and heavy objects with or without reasonable accommodations.
- Physical dexterity in the frequent use of hand-to-eye coordination and manipulative skills using fingers, limbs, and body in the operation of computers, office equipment, and vehicles.
- Ability to communicate verbally with the general public, subordinates and coworkers.
- Ability to sit stand, stand or drive for extended periods of time.

Transportation Coordinator

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*Original Signature of Mr. Paul Finley*

**Mayor Approval, Date**

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*Original Signature of Mr. Kory Alfred*

**Department Head Approval, Date**

**RESOLUTION NO. 2024-390-R**

**A RESOLUTION TO MAKE CHANGES TO THE JOB CLASSIFICATION PLAN FOR  
THE FIRE DEPARTMENT**

**WHEREAS**, the City of Madison has assigned certain positions to its job classification plan for the Madison Fire and Rescue Department and has established pay ranges for those positions; and

**WHEREAS**, City of Madison Personnel Policy Section 12.1.3 providing for Certified Firefighter Pay Plan Guidelines states that the grades of the Pay Plan are used for adequately and fairly distinguishing differences among positions; and

**WHEREAS**, as a result of feedback following the City's recently completed compensation and classification study, the City of Madison City Council desires to modify the classification and pay plan for the Fire Department to provide a greater salary percentage increase for promotions from Firefighter to Driver, as well as from Battalion Chief to Deputy Chief;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Madison, Alabama, sitting in regular session on this 25<sup>th</sup> day of November, 2024, that the following changes be made to the Fire Department pay plan, to be effective upon the start of the next pay period after the adoption of this Resolution:

**Fire Department Classification Plan Change:**

- Provide for salary percentage increase of 14% from FD2 (Firefighter) to FD3 (Driver)
- Provide for salary percentage increase of 18% from FD5 (Battalion Chief) to FD6 (Deputy Chief)

**BE IT FURTHER RESOLVED**, that the Finance Director is authorized to make changes to the Fire Department Salary budget to reflect the changes authorized through this resolution during the mid-year budget process.

**READ, APPROVED, and ADOPTED** this \_\_\_\_ day of November, 2024.

\_\_\_\_\_  
*John D. Seifert, II, City Council President*  
City of Madison, Alabama

**ATTEST:**

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

APPROVED this \_\_\_\_ day of November, 2024.

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*Paul Finley, Mayor*  
City of Madison, Alabama



**ORDINANCE NUMBER 2024-405**

**AN ORDINANCE AMENDING SECTION 10-230 OF THE MADISON CITY CODE  
REGARDING DISPOSITION OF LODGING TAX PROCEEDS**

**WHEREAS**, in anticipation of funding the multi-purpose venue and ballpark, now known as Toyota Field, the City of Madison City Council adopted Ordinance No. 2017-277, which raised the City's lodging tax to 9%, plus \$2.00 per room per night, and the City Council dedicated the increased portion of the lodging tax (2% plus \$1.00 per room per night) to debt service on the ballpark warrants; and

**WHEREAS**, in anticipation of providing a development incentive payment for a hotel project, the City of Madison City Council adopted Ordinance No. 2019-148, which further dedicated a portion of lodging tax proceeds to debt service on the Series 2018-C General Obligation Project Warrant for the Project Development Agreement dated September 14, 2018 (the "Margaritaville Project"); and

**WHEREAS**, the Margaritaville Project did not proceed, and the City Council desires to remove language dedicating lodging tax proceeds to said project;

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

**Section 1.** That Section 10-230 of the *Code of Ordinances of the City of Madison*, entitled "Lodging Tax: Disposition of Proceeds" is hereby amended in its entirety as follows:

- (a) Except as otherwise provided in this section 10-230, all lodging taxes received or collected by the city under the provisions of this article shall be deposited in the city's general fund, subject to appropriation by the City Council for any lawful purpose of the city.
- (b) For any hotel that has opened for business prior to May 1, 2019, outside of the Town Madison Cooperative District boundaries, revenues resulting from two percentage points of the total lodging taxes collected pursuant to this article, which equals 22.22 percent of lodging taxes collected, as well as \$1.00 of the per-night fee, must be appropriated to pay debt service on the Series 2018-A General Obligation Taxable Warrants. Upon satisfying said debt service requirement, the remainder of the proceeds generated from the two percent plus \$1.00 per night portion of the lodging tax proceeds may be deposited into the general fund.
- (c) For any hotel that has opened or will open for business on or after May 1, 2019, outside of the Town Madison Cooperative District boundaries, all lodging tax

revenues levied in this chapter shall be appropriated to pay debt service on the Series 2018-A General Obligation Taxable Warrants. Upon satisfying said debt service requirement, the remainder of the lodging tax proceeds may be deposited into the general fund.

**Section 2.** This Ordinance shall become effective after its adoption and publication as provided by law.

**Section 3.** If any clause, phrase, sentence, paragraph, or provision of this ordinance 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.

**READ, PASSED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

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

**ORDINANCE NO. 2024-406****AUTHORIZING AMENDED & RESTATED  
LEASE, LICENSE, AND MANAGEMENT AGREEMENT  
WITH BALLCORPS, LLC**

**WHEREAS**, the City of Madison (“City”) has constructed and leased to BallCorps, LLC, an Arizona limited liability company (“BallCorps”), a multi-purpose venue encompassing a baseball stadium (the “Venue”) for the operation of the Rocket City Trash Pandas baseball team and other BallCorps-sponsored events; and

**WHEREAS**, the City and BallCorps have undertaken negotiations with respect to an expansion of the Venue in order to provide additional visitor locker room and club space, which the regulations of Major League Baseball require, along with the construction of additional public and special event areas (the “Project”); and

**WHEREAS**, in order to facilitate the contemplated Project, the City and BallCorps propose to enter into an amended and restated Venue License, Lease, and Management Agreement (the “Amended License Agreement”), which will (i) restructure certain revenue and expense provisions, (ii) provide for collaboration in the construction of the new facility to be situated adjacent to left field at the Venue, and (iii) provide for construction of new parking to better serve the Venue; and

**WHEREAS**, if the Amended License Agreement is approved by the Council and BallCorps, the City will seek to issue up to \$30,000,000 of General Obligation Stadium Improvement Warrants (Federally Taxable), Series 2025 (the “Series 2025 Warrants”), to provide funds for the construction of the Venue’s expansion; and

**WHEREAS**, the City expects the public benefits to be derived from the Venue to include, among others, (i) increased tax revenue to the City, (ii) increased employment opportunities for City residents, (iii) increased regional exposure for and tourism into the City, and (iv) increased overall quality of life for City residents, notwithstanding any benefits to be derived by BallCorps from the City’s expenditure of public funds for the construction of the Venue; and

**WHEREAS**, Section 94.01 of the Alabama Constitution of 2022, as amended, authorizes municipalities to (1) lease, on terms approved by the governing body of the municipality, real property and buildings to business entities for the purpose of constructing, developing, equipping, and operating commercial facilities of any kind; and (2) lend its credit to, or grant public funds and things of value in aid of, or to, any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the municipality, notwithstanding any benefits to such private parties;

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

**Section 1. Findings of Fact**

The City Council (the "Council") of the City of Madison, Alabama (the "City"), upon evidence duly presented to and considered by it, does hereby find, determine, and declare that:

- (a) BallCorps, LLC, has presented an Amended and Restated Venue Lease, License, and Management Agreement to the City proposing to construct the Project pursuant to the License Agreement and Venue Development Agreement, both of which are attached to this Ordinance.
- (b) It is in the interest of the City that the City issue the Series 2025 Warrants to finance the construction and completion of the Project in order to provide increased tax revenues for the City, increased employment opportunities within the City, and additional economic activity both at the Venue site and in the surrounding area.
- (c) In order to provide support for the Project, it is necessary and appropriate for the City to enter into the Amended License Agreement, a form of which has been submitted to the Council.
- (d) Pursuant to Section 94.01 of the Alabama Constitution of 2022, the City is authorized to grant public funds and things of value for the purpose of promoting the economic development of the City. The Project will promote the economic development of the City, and the issuance of the Series 2025 Warrants will serve a valid and sufficient public purpose, notwithstanding any incidental, financial, material, or other benefits accruing to any private person, entity, or entities, as a result of such expenditures, such beneficiaries to include without limitation, BallCorps, Major League Baseball, Mark Holland, Austerra Wealth Management, LLC, and other BallCorps investors.
- (e) It is in the public and financial interest of the City, pursuant to Section 94.01 to enter into the Amended License Agreement and to undertake such obligations in furtherance of the public benefits described in this Ordinance and the Amended License Agreement.
- (f) Pursuant to Section 94.01, the City held an opportunity for public comment at 6:00 p.m. on December 4, 2024, at Madison City Hall. Notice of the hearing was published in *The Madison Record*, which is a newspaper in circulation in the municipality, on November 27, 2024. The notice described

in reasonable detail the action proposed to be taken and the public benefits sought to be achieved by the action, and it identified each individual, firm, corporation, or other business entity to whom or for whose benefit the city proposes to lend its credit or grant public funds or things of value.

(g) The Council adopts the preceding Recitals listed in this ordinance, all of which are incorporated in this Section by this reference.

**Section 2. Authorization of Amended Lease, License, and Management Agreement**

The execution and delivery of, and the performance by the City under, the Amended License Agreement are hereby authorized and approved. The Mayor is authorized to execute and deliver the Amended License Agreement, said Agreement to be substantially similar in form, purpose, and intent to the form presented to the Council this date and identified as "Amended and Restated Lease, License, and Management Agreement," and the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

**Section 3. Further Actions**

The Mayor and City Clerk are hereby authorized and directed to execute, seal, attest, and deliver such other agreements, undertakings, documents, and certificates incidental or related to the License Agreement and the actions contemplated within it, to publish a summary of this Ordinance, and to take such other actions as shall be necessary and appropriate to carry out the transactions that this Ordinance contemplates.

**Section 4.** This Ordinance shall be effective upon its adoption and publication as provided by law.

**Section 5.** If any clause, phrase, sentence, paragraph, or provision of this ordinance 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.

**READ, PASSED, AND ADOPTED** at a meeting of the City Council of the City of Madison, Alabama, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
*John D. Seifert, II, Council President*  
*City of Madison, Alabama*

ATTEST:

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*Lisa D. Thomas, City Clerk-Treasurer*

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

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*Paul Finley, Mayor  
City of Madison, Alabama*

**AMENDED AND RESTATED**  
**VENUE LICENSE, LEASE, AND MANAGEMENT AGREEMENT**

**By and Between**

**BALLCORPS, LLC**

**and**

**CITY OF MADISON, ALABAMA**

**December \_\_\_\_, 2024**

**AMENDED AND RESTATED**  
**VENUE LICENSE, LEASE,**  
**AND MANAGEMENT AGREEMENT**

This Amended and Restated Venue License, Lease, and Management Agreement (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **BALLCORPS, LLC**, an Arizona limited liability company authorized to be business in the State of Alabama (“BallCorps”), and the **CITY OF MADISON, ALABAMA**, a municipal corporation (the “City”) (BallCorps and the City are sometimes herein referred to collectively as the “Parties,” or singularly as each “Party”).

**ARTICLE I**  
**RECITALS**

A. BallCorps and the City are parties to that certain Venue License, Lease, and Management Agreement dated February 13, 2018, as amended by Amendment No. 1 dated November 16, 2018 (collectively, the “Current Agreement”),

B. The Parties desire to amend and restate the Current Agreement to (i) restructure certain revenue and expense provisions, (ii) collaborate in the construction of a facility to be situated in left field at the Venue (the “New Left Field Building” or “NLFB”), and (iii) construct new parking to better serve the Venue (the “Parking Improvements”) (collectively, the “Venue Improvements”).

C. The Parking Improvements are more particularly described on Exhibit I(C)1) attached hereto. The NLFB is more particularly described on Exhibit I(C)2) attached hereto.

D. It is the intention of the Parties that the modifications to the revenue and expense terms set out herein will be effective on [January 1, 2026] (the “Effective Date”), but other provisions herein relating to the Venue Improvements represent commitments between the Parties and will be implemented in accordance with the timeline set forth herein and in the Venue Improvement Agreement attached as Exhibit I(D), as referenced in Article XVI(B) hereinbelow.

E. BallCorps owns and operates a Class AA Professional Minor League Baseball team (the “Club”) in the Southern League (the “Southern League”) of Major League Baseball (“MLB”).

F. BallCorps and the City desire that BallCorps continue to cause the Club to play its home baseball games in a multi-use venue that among many different uses satisfies MLB standards for Class AA Minor League Professional Baseball (the “Venue,” as further defined in this Agreement together with the “Venue Area” as defined in this Agreement).

G. The City plans to finance the construction of the Venue Improvements with the proceeds of cash balances as well as General Obligation Stadium Improvement Warrants (Federally Taxable), Series 2025. The City has established a maximum project budget of approximately thirty million dollars (\$30,000,000) for the Venue Improvements.



H. The City is entering this Agreement for the public purposes of providing economic, recreational, cultural, and community development opportunities for residents of the City who will attend events at the Venue, to provide additional employment opportunities for City residents, to expand the economic and tax base of the City, as well as to increase regional exposure for and tourism into the City.

I. The Site is situated in and around a Key Development Area, which the City’s Growth Plan has identified as highly suited for important continued urban expansion, development, and renewal, and which is integral to the City’s ongoing efforts to facilitate redevelopment and improve and bring new commerce, public entertainment, and quality of life improvements along the Interstate 565 corridor.

J. The City has determined that the Venue Improvements are in the public interest and serves a valid and sufficient public purpose by encouraging and promoting tourism and economic activity in and around the Site, which will result in positive economic benefits to the City and surrounding area, notwithstanding any benefits that BallCorps will derive.

K. The City, upon due investigation has found and determined that the consideration provided to the City pursuant to this Agreement is reasonable and fair.

L. Upon the satisfaction of certain conditions contained in Article III of this Agreement, the City intends to construct the Venue Improvements and continue to lease and license certain use of the same to BallCorps under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BallCorps and the City agree as follows:

**ARTICLE II**  
**DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning set forth below.

A. “Announced Attendance” shall mean the attendance reported to MLB for all BallCorps Home Baseball Games.

B. “Annual Maintenance Budget” shall have the meaning set forth in Article IV(E) hereof.

C. “Applicable Lodging Tax Proceeds” shall mean the portion of City Lodging Taxes dedicated to City debt service for the Series 2018-A General Obligation Taxable Warrants as specified in Section 10-230(b) and Section 10-230(c) of the Madison City Code. In addition, the Applicable Lodging Tax Proceeds include all Lodging Taxes collected from the first three hotels inside the boundaries of the Town Madison Cooperative District that obtained business licenses (the Avid Hotel, the Hilton Garden Inn, and the Home 2 Suites), as well as the 22.22% and the \$1.00 per night fee portion of Lodging Taxes from new hotels located inside the

boundaries of the Town Madison Cooperative District that obtain business licenses after the Effective Date of this Agreement. For avoidance of doubt, Applicable Lodging Tax Proceeds shall include all lodging taxes generated and to be generated from all current and future hotels described on Exhibit II(C) attached hereto.

D. “Applicable Sales Tax Proceeds” shall have the meaning ascribed to it in Section II(XX)(1)(a)(iv) below.

E. “BallCorps Areas” shall mean the areas necessary for the operating of the Club designated on the Plans and Specifications as administrative offices, team store(s), designated storage areas, certain parking, the NLFB, the Club locker room during the baseball season, and coaching offices during the baseball season and, subject to the terms of the Management Agreement, all kitchens, food and beverage preparation, storage and sales areas.

F. “BallCorps Events” shall mean BallCorps Home Baseball Games and BallCorps Non-Baseball Events scheduled at the Venue by BallCorps.

G. “BallCorps Home Baseball Games” shall mean all home Regular Season and all playoff and exhibition games of the Club (including games with its Major League Baseball affiliate).

H. “BallCorps Maintenance Obligations” shall have the meaning set forth in Article IV(D)(1).

I. “BallCorps Non-Baseball Events” shall mean any event that is not a BallCorps Home Baseball Game or a City Event and is an event including but not limited to concerts, exhibition games (excluding BallCorps exhibition games), or other sporting events conducted at the Venue.

J. “BallCorps Parking Areas” shall mean those areas marked as “BallCorps Parking Areas” on Exhibit \_\_\_ attached.

K. “Baseball Authorities” shall mean the Office of the Commissioner of Major League Baseball (MLB), the Southern League, and their successors or assigns.

L. “Board of Advisors” shall have the meaning set forth in Article XXIII hereof.

M. “Broadcast Rights” shall mean the exclusive worldwide right, on a live or delayed basis, to record, publish, display, produce, distribute and reproduce programming by means of the transmission or retransmission of electronic signals, including over-the-air VHF and UHF signals, internet or otherwise “online”, cable (basic, premium and pay-per-view), multi-channel distribution systems, wire, fiber, microwave, satellite, master antenna and direct broadcast satellite, as well as recorded visual images with or without sound, including photographs, films, videotapes and cartridges. Broadcast Rights shall also include the copyrights for any such programming or portions thereof and the exclusive right to make, use, sell and license the same for commercial or non-commercial purposes.

N. “Capital Maintenance” shall mean certain repairs, replacements, long term maintenance, or other capital expenditures identified in a Capital Maintenance Schedule developed as set forth in Article IV(E).

O. “Capital Maintenance Fund” shall have the meaning set forth in Article IV(E) herein.

P. “Capital Maintenance Schedule” shall have the meaning set forth in Article IV(E) herein.

Q. “City Event” shall mean any event, activity, or program held at the Venue associated with the City and is not a BallCorps Event. City Event days shall be mutually agreed upon at least ninety (90) days prior to each event. Team Event days, including but not limited to all baseball games, shall have first priority.

R. “City Financing” shall mean the financing source and structure to be used by the City to fund construction of the Venue and the Venue Improvements.

S. “City Maintenance Obligations” shall have the meaning set forth in Article IV(D)(2).

T. “City Sales Tax” shall mean collectively:

1. The privilege license and excise taxes levied by the City, which are authorized and levied as sales and use taxes pursuant to Chapter 10, Article III of the *Code of Ordinances, City of Madison, Alabama*, and which consist of:

(a) a three and one half percent (3.5%) privilege license tax on persons engaged in the business of selling at retail any tangible personal property within the City (subject to exemption of certain property as provided by law) or in the business of conducting places of amusement or entertainment within the City, generally measured by the gross sales or receipts of such businesses, and

(b) a three and one half percent (3.5%) excise tax on the storage, use, or other consumption of tangible personal property (subject to exemptions of certain property as provided by law) within the City, generally measured by the sales price of such property; and

2. Any privilege license and excise taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license and excise taxes.

U. “Club” shall have the meaning set forth in Article I(E).

V. “Effective Date” shall have the meaning set forth in Article I(D).

W. “Event Days” shall mean all City Events and Team Events.

X. “Event Day Costs” shall mean the costs associated with the Venue Services for Venue Events.

Y. “Food and Beverage Concessions” shall mean all food and beverage (both alcoholic and non-alcoholic) products and services required or appropriate for, and sold or provided at, any and all Venue Events, whether through fixed or portable stands, machines or vendors, including but not limited to, dining, Suite waitperson service, catering, concessions vending, vending machines, roving vendors, picnics, snack bars and any other food or beverages served at the Venue.

Z. “Food and Beverage Concessions Equipment” shall mean all equipment required to store, prepare, display, service, distribute and sell Food and Beverage Concessions at the Venue.

AA. “Lodging Taxes” shall mean taxes levied by the City, which are authorized and levied as lodging taxes pursuant to Chapter 10, Article VIII of the *Code of Ordinances, City of Madison, Alabama*, as well as any privilege license and excise taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license and excise taxes. For the avoidance of doubt, Lodging Taxes shall include all Applicable Lodging Tax Proceeds.

BB. “Management Agreement” shall mean that certain Management Agreement by and between BallCorps or an affiliate thereof and the City, of even date herewith, providing for the management and operation of the Venue, a copy of which is attached hereto as Exhibit II(BB).

CC. “Naming Rights” shall have the meaning set forth in Article VIII.

DD. “MLB Facility Standards” shall mean ballpark and venue standards adopted by MLB.

EE. “Naming Rights Sponsor” shall mean the entity after whom the Venue shall be named pursuant to the Naming Rights Agreement.

FF. “NLFB Plans and Specifications” shall mean those attached as Exhibit hereto, as referenced in Recital C.

GG. “Novelties and Souvenirs” shall mean any product, item, device, souvenir, novelty, supply or other similar kind of personal property. Novelties and Souvenirs shall include, but are not limited to, baseball caps and hats, bats, T-shirts, sweatshirts, jerseys and pullovers, baseballs, baseball and other sports and entertainment trading cards, baseball gloves, scorecards, programs, souvenir books and other products related to the forgoing products or related to or sold at the Venue.

HH. “Parking Areas” shall mean those areas marked as “Parking Areas” on Exhibit attached. Such area(s) shall be a surface parking lot or lots, which are well-lighted, striped, and with secure access controlled by BallCorps during all Event Days.

II. “Parking Plans and Specifications” shall mean those attached as Exhibit \_\_\_\_ hereto, as referenced in Recital C.

JJ. <sup>1</sup>“Permanently Affixed Venue Signage” shall mean all advertising signage at the Venue that is permanently affixed to any interior portion of the Venue including, the outfield fence(s) and other field surface walls surrounding the field and around the concourse, picnic areas, suite level, foul poles, lighting structures, dugouts and the service level. It shall also include marquee signage at or near the entrances to the Venue. All Permanently Affixed Venue Signage, and all temporary signage displayed during BallCorps Events on the interior of the Venue shall be determined by BallCorps. Venue signage visible from City right of way is subject to City review, which shall not unreasonably be withheld. All Permanently Affixed Venue Signage on the exterior of the Venue must be approved by both the Board of Advisors and the City in their reasonable discretion. Without limiting the foregoing, it is the parties’ intention that all signage will be approved unless it is demonstrated to violate the City’s Zoning Ordinance in place on November 16, 2018, and community standards of good taste and morality. For the avoidance of doubt, (i) all current interior facing signage, including the existing “batter’s eye” and scoreboard, (ii) the improvements identified in the Venue Improvement Agreement, including the new left field building, which shall not have any roof signage, provided, however, interior facing signage attached to or on the roof fascia shall be determined by BallCorps, and (iii) the planned interior “ribbon boards” for advertising shall also be determined by BallCorps.

KK. “Plans and Specifications” shall mean the preliminary plans and specifications attached as Exhibit II(KK), which must be approved by the City’s Planning Commission, and which, subject to the City’s regulations, may be amended by mutual agreement of the Parties, specifically describing the design of the Venue, Venue Area, and all included amenities.

LL. “Project Contingencies” shall have the meaning set forth in the Venue Improvement Agreement.

MM. “Regular Season” shall mean those professional baseball games that are played in any calendar year by and between baseball teams in the Southern League pursuant to scheduling by the Southern League excluding pre-season, spring-training, exhibition, all-star, post-season or playoff games.

NN. “Scoreboard Advertising” shall mean any and all advertising displayed on the Venue scoreboard, including audio, video and message center advertising.

OO. “Site” shall mean the site located contiguous to Interstate 565 known as Town Madison, more particularly described in Exhibit II(OO).

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<sup>1</sup> NTD: This is consistent with Paragraph 3 of Amendment No. 1 dated 11/16/18. City will coordinate further discussion with Planning Dept. BallCorps has not agreed to this yet.

PP. “Suites” shall mean those areas designated as Suites in the Plans and Specifications.

QQ. “Team Store(s)” shall mean the merchandise store(s) located within the Venue, which is more specifically described in the Plans and Specifications.

RR. “Term” shall have the meaning set forth in Article III(A).

SS. “Town Madison Cooperative District” shall mean the Town Madison Cooperative District, a public corporation organized under the laws of the State of Alabama.

TT. “Utilities” shall mean the electricity, gas, water, sanitary and storm sewer, garbage and trash collection services, WiFi/cable, and telephone services utilized at the Venue and in the Venue Area.

UU. “Venue” shall mean the existing multi-use venue and planned NLFB that among many different uses encompasses a stadium in compliance with MLB Facility Standards located in the City of Madison, Alabama, within the Venue Area, all of which is more specifically described in the Plans and Specifications and Exhibit II(UU).

VV. “Venue Area” shall mean all areas as designated on the attached Exhibit II(VV).

WW. “Venue Equipment” shall have the meaning set forth in Article XV(B) hereof.

XX. “Venue Events” shall mean all BallCorps Home Baseball Games, City Events and all other BallCorps Events.

YY. “Venue Improvement Agreement” shall mean the agreement attached hereto as Exhibit I(D) pursuant to Article XVI(B) herein.

ZZ. “Venue Improvement Budget” shall have the meaning set forth in Exhibit \_\_\_\_\_.

AAA. “Venue License Fees” shall mean and consist of the following.

- 1. Venue License Fees Owed. Venue License Fees owed by BallCorps to the City on an annual basis shall mean the greater of Subsections (a) or (b) below.

(a) An amount equal to:

(i) the existing annual bond payment being paid by the City for the Venue, currently approximately Three Million Two Hundred Thousand Dollars (\$3,200,000), plus

(ii) <sup>2</sup>the annual bond payment by the City, currently estimated to cost One Million Five Hundred Thousand Dollars (\$1,500,000) per year for financing (A) the New Left Field Building (“NLFB”), estimated to cost a total of approximately Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000), including an estimated Three Million Dollars (\$3,000,000) for furnishings, fixtures and equipment, including kitchen equipment); (B) the Parking Improvements, estimated to cost approximately Five Million Five Hundred Thousand Dollars (\$5,500,000); (C) bond issuance costs estimated to be approximately Five Hundred Thousand Dollars (\$500,000); and (D) less the estimated Seven Million Dollars (\$7,000,000) invested by the City in cash, which will not be bond financed; minus

(iii) Applicable Lodging Tax Proceeds.

(b) One Million Dollars (\$1,000,000).

2. Payment of Venue License Fees. Venue License Fees owed by BallCorps pursuant to Section AAA(1) above shall be paid to the City during the Term hereof as follows:

(a) Sales Tax Proceeds collected by BallCorps and its related entities, including BallCorps Food and Beverage LLC, paid to the City, including tax revenue from liquor sales (collectively, the “Applicable Sales Tax Proceeds”), plus

(b) The balance due shall be made as a cash payment from BallCorps.

3. Reduction of Lodging Taxes. In the event the City or any other governmental body reduces the portion of Lodging Taxes applied to the bond debt service obligations related to the Venue described in Section AAA(1)(a) above, the annual Venue License Fees shall be set at One Million Dollars (\$1,000,000) per year.

4. Bond Repayment Period. The repayment period for bond payments referenced above in Sections AAA(1)(a)(i), (ii) and (iii) shall be for initial terms of

<sup>2</sup> The City is investing Seven Million Dollars (\$7,000,000). The balance will be bond financed.

not less than twenty-five (25) years and the annual debt service payment due on the Venue bonds shall not be increased during the Term hereof.

5. Example of Venue License Fees. For sake of illustration only, the anticipated annual Venue License Fee to be due hereunder calculated using the estimated costs set out in Subsection AAA(1) above, the calculation of Lodging Taxes, and the calculation of Applicable Sales Tax proceeds are set forth on Exhibit II(AAA)(6) attached hereto.<sup>3</sup>

6. Confirmation of Venue License Fees. The Parties acknowledge that the Venue License Owed described in AAA(1) above are estimates, and the actual amount of Venue License fees shall be established based on the City’s actual construction costs, including change orders, and the bond payment schedule for the Venue Improvements as they are established in the contractor’s agreement and the bond documents.

BBB. “Venue Manager” shall have the meaning set forth in the Management Agreement.

CCC. “Venue Services” shall mean and consist of the following:

1. Operation Services. The operation and staffing of the Venue scoreboard, the public address system, the box office, security within the Venue Area, all ticket booths and ushering services, first-aid room, the opening and closing of the Venue and the operation of all Venue facilities (excluding BallCorps Areas) at all Venue Events.

2. Field Preparation. Field preparation in advance of baseball games or other on-field Venue Events which shall include, but not be limited to, lining the field, preparation of the unsodded areas of the field, installation of bases, restoration of the field surface as required, and such other services needed to fully prepare the field for baseball games and other Venue Events.

3. Janitorial Services. The cleaning and maintenance of the interior portions of the Venue Area during and after all Venue Events, including the stocking of all restrooms with paper products as required prior to such events, the pickup and disposal of all trash collected immediately after such events and any necessary clean-up of trash and debris from the Venue Areas used by attendees of Venue Events. All janitorial services provided to the Venue Area shall include all action necessary to maintain the areas in a clean and attractive manner and in compliance with all legal requirements.

4. Pre-Event Venue Services. The preparation of the Venue for any Venue Event as may be required, including, but not limited to, conversion of the

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playing field for other athletic events, installation of any supplemental seating equipment, installation of stage or platform equipment, installation of any additional sound equipment and/or temporary lighting that may be required for the Venue Event.

**ARTICLE III**  
**TERM**

A. Term of Agreement. This Agreement is effective and enforceable immediately upon execution by the Parties. The term of BallCorps’ license rights under this Agreement, plus any extension (collectively the “Term”), commenced on April 1, 2020 (the “Commencement Date”) and shall expire, unless extended or sooner terminated as provided herein, thirty (30) years following such Commencement Date.

B. Options by BallCorps. BallCorps may extend this Agreement on the terms set forth herein for up to two (2) successive additional terms of five (5) years each by giving notice in writing to the City before one (1) year prior to end of the then current Term.

**ARTICLE IV**  
**FINANCIAL TERMS**

A. Venue License Fees.

1. Venue License Fees. Commencing on the Effective Date, throughout the Term of this Agreement, on or prior to March 15 of each year during the Term hereof, the City shall receive annually an amount equal to the Venue License Fees. On or prior to March 15 of each year during the Term hereof, the Parties shall provide to each other detailed accounting of all payments and receipts which together constitute the Venue License Fees for the prior calendar year, as well as full access to all records and personnel which account for the same. Subject to Articles XX and XXII(B) hereof, City’s rights to receive Venue License Fee payments are owed to City for each year of this Agreement, cumulatively.

2. <sup>4</sup>City Events. The Parties shall in good faith charge and allocate all Event Day Costs in an equitable manner. All net revenue from City Events shall be immediately paid to BallCorps within thirty (30) days of the City Event.

3. BallCorps Non-Baseball Events. BallCorps shall receive and retain all revenue, net of expenses, produced from BallCorps Non-Baseball Events and all City Events.

4. Naming Rights. BallCorps shall retain all revenue from Naming Rights.

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5. Parking Revenue. Any parking revenue shall be retained by BallCorps. Staffing of the Parking Areas and establishing the cost of parking in all Parking Areas shall be the responsibility of BallCorps.

B. Revenue Retention. BallCorps shall be entitled to collect and retain all revenues received from the operations of the Venue, regardless of its source, including (but not limited to) all City Events, Team Events, BallCorps Home Baseball Games, parking, Naming Rights, signage, Permanently Affixed Venue Signage, Scoreboard Advertising, ticket sales and licenses, suite and club rentals or sublicenses, souvenirs and other merchandise, concessions, programs, hospitality, catering and pouring or beverage advertising revenue, other vending or licensing revenues, exterior and I-565 signage, scoreboard advertising, Broadcast Rights and advertising, and all other operating revenues from all BallCorps Home Baseball Games and BallCorps Non-Baseball Events. BallCorps shall also retain all revenues from Novelties and Souvenirs from all City Events. BallCorps payments to the City shall be limited to the Venue License Fees.

1. Notwithstanding this Section, BallCorps shall remit Applicable Sales Tax and Liquor Tax Proceeds to the City in accordance with state and local law. City shall credit BallCorps the Applicable Sales and Liquor Tax Proceeds that BallCorps has paid from operation of the Venue for purposes of the calculation of Venue License Fees.

C. Maintenance.

1. BallCorps Maintenance. BallCorps shall pay and be responsible for Venue Area maintenance including, but not limited to, day-to-day maintenance, but not turf replacement (provided, however, BallCorps will be responsible for incidental turf replacement to specific, limited areas, e.g., behind home plate), of the playing field and landscaped areas inside the Venue Area, which maintenance shall include regular mowing, watering, fertilizing, and other chemical treatments required to maintain the field and landscaping at professional stadium quality and the grounds in an attractive and clean condition, specialized turf care as required, such as aeration and other treatments which are required to maintain the quality of the field as defined herein, recycling requirements and the maintenance of all unsodded areas of the field and Venue Area (the “BallCorps Maintenance Obligations”).

2. City Maintenance. As part of the City Maintenance Obligations, the City shall provide, at its expense, all capital maintenance required at the Venue, excluding BallCorps Maintenance Obligations, including repairs, replacements, long-term maintenance and other capital expenditures required to maintain the Venue as a first-class professional baseball facility in compliance with MLB Facility Standards, including those which are to be identified on the Capital Maintenance Schedule described in Section IV(E) below (“City Maintenance Obligations”).

3. Reimbursement. In the event either Party pays any costs for which the other Party is responsible, reimbursement shall be made to the Party not responsible by the Party responsible within thirty (30) days after being invoiced for the same.

4. Quality. All maintenance to be provided by either party shall be done in a timely and workmanlike manner.

D. Capital Maintenance Fund. The City shall establish a maintenance fund (the “Capital Maintenance Fund”) for the long-term maintenance needs of the Venue to maintain the Venue in proper repair and condition. The primary purpose of the Capital Maintenance Fund shall be to assure that the Venue remains a first-class minor league facility compliant with MLB Facility Standards and an asset to Madison and the surrounding community. The City shall deposit annually a sum not less than Three Hundred Thousand Dollars (\$300,000) (the “Maintenance Contribution”) into the Capital Maintenance Fund. Under the recommendation of the Board of Advisors, such Capital Maintenance Fund shall be used for the City Maintenance Obligations or other capital improvements. In 2025, the City and BallCorps shall promptly develop a long-term Capital Maintenance Schedule (the “Capital Maintenance Schedule”) based on the maintenance plan prepared and developed by the Venue architect, Populous. The Board of Advisors and the City shall review and not unreasonably withhold, condition or delay its approval of an annual maintenance budget covering City Maintenance Obligations (the “Annual Maintenance Budget”) to be recommended by BallCorps in consultation with the Board of Advisors each year in accordance with the timing and procedures to be mutually agreed in good faith between BallCorps and the City. The Annual Maintenance Budget shall be developed using (but not controlled by) the Capital Maintenance Schedule, but may be altered with consent of both BallCorps and the City Council. During any calendar year in which the City’s Capital Maintenance Fund balance reaches or exceeds One Million Two Hundred Thousand Dollars (\$1,200,000)<sup>5</sup>, such excess may, in the sole discretion of the City, be applied to the City’s Maintenance Obligations, the City’s Venue operating expenses, or such other Venue Area capital improvements as the City deems appropriate.

**ARTICLE V**  
**CITY’S OBLIGATIONS**

In consideration of the covenants, terms, and conditions set forth in this Agreement, the City and BallCorps agree as follows:

A. Intentionally Left Blank.

B. Lease. In consideration of BallCorps’ payments to the City cited in Article IV, as well as the terms and conditions contained in this Agreement, the City hereby leases and lets the Venue to BallCorps, and BallCorps leases and lets the Venue from the City, for the Term

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<sup>5</sup> City to discuss method with Finance Department and return comments to BallCorps.

provided for in Article III. The Parties shall enter into a Memorandum of Lease to give record notice of the lease of the Venue from the City to BallCorps.

C. Parking.

1. BallCorps Parking Areas. For the Term of this Agreement, City shall provide to BallCorps and BallCorps shall manage the use of and access to the Parking Areas described on Exhibit V(C). BallCorps acknowledges and agrees that upon the completion of paving of Parking Areas B and C described in Exhibit V(C), which improvements provided by the City shall include lighting, landscaping and striping, the City has met all parking requirements for BallCorps.

D. Security. The City, at its expense and sole discretion, shall determine and be responsible for providing all reasonable security necessary on the exterior of the Venue for all Venue Events and for the interior of the Venue for all City Events. BallCorps, at its expense and sole discretion, shall determine and be responsible for providing all security it deems necessary for the interior of the Venue for all BallCorps Events.

**ARTICLE VI**  
**BALLCORPS' OBLIGATIONS**

A. Relocation Application & Baseball Authority Approvals. BallCorps has delivered all approvals and consents of all Baseball Authorities to evidence to the City BallCorps' right and ability, subject to rules required by Baseball Authorities, to play the Club's home games at the Venue during the Term of this Agreement.

BallCorps Home Baseball Games. The Club shall play all of its BallCorps Home Baseball Games at the Venue, provided, however, the Club may from time-to-time hold a game (not more than two per season) at the ballpark of its major league affiliate ("MLB Game"), as well as MLB Promotional Games such as "Rickwood" or "Field of Dreams" games (not more than one or two per season). At BallCorps' sole cost and expense, BallCorps or an affiliate thereof will provide Venue Services throughout the Venue Area at all BallCorps Home Baseball Games. BallCorps and/or the Venue Manager, pursuant to the Management Agreement, will retain, employ, compensate, train, and manage sufficient numbers of personnel to provide such services in a quality and professional manner. BallCorps shall be responsible for all damage to the Venue or any portion thereof (exclusive of ordinary wear and tear) that occurs during a BallCorps Event.

B. City Events and BallCorps Non-Baseball Events. Pursuant to the terms of the Management Agreement, BallCorps shall provide Venue Services at City Events and BallCorps Non-Baseball Events.

C. Additional Development. BallCorps shall have the right to develop or enhance, at its expense, additional areas within the perimeter of the Venue Area (which development or enhancement will be consistent with and an addition to the overall Venue experience for visitors) with the consent of City, and further, which consent shall not be unreasonably withheld, conditioned or delayed. The City may not materially modify the Venue during the Term without the consent of BallCorps. Any additional development or enhancement

within the Venue Area by BallCorps will be subject to the approval of the City, which shall not be unreasonably withheld, conditioned or delayed.

D. Venue Maintenance. BallCorps, either directly or through the Venue Manager, shall oversee all maintenance, restoration, replacement, and repairs for the Venue Area and all components thereof and improvements thereon, of whatever kind and nature, foreseen or unforeseen, as may be necessary to keep the entire Venue Area in first class condition and repair, including but not limited to the major maintenance, restoration, repair and replacement of all structural (including, without limitation the roofing and roof components) and concrete components, all heating, air conditioning, ventilating, plumbing, and electrical systems, playing surface replacement, field drainage systems, field lighting system (including field lighting installation and reinstallation), Venue scoreboard, Venue Area lighting, Parking Area improvements and lighting, grandstands, sound system, seating, bleachers, elevators, entry way area, glass, walls, roof, sidewalks and exterior landscaping maintenance, and all maintenance, repairs and restoration of Venue Equipment. The obligation to pay for such maintenance is set forth in Article IV(C) hereinabove.

E. Alcoholic Beverage Permit. BallCorps shall (either on its own behalf, through Venue Manager, or through a related entity acceptable to the City) obtain and maintain applicable alcoholic beverages permits in good standing at its expense throughout the Term. The City will assist, as appropriate, BallCorps' acquisition of a full liquor license applicable to appropriate areas within the Venue.

F. [Intentionally Deleted].

**ARTICLE VII**  
**CONCESSIONS; NOVELTIES & SOUVENIRS**

A. Concessions Manager. In consideration of the covenants, terms and conditions set forth in this Agreement, BallCorps and the City agree that BallCorps or an affiliate thereof shall act as the exclusive provider of Food and Beverage Concessions at the Venue pursuant but subject to the terms of the Management Agreement. BallCorps shall, at its sole discretion, but pursuant to the Management Agreement, have the right to subcontract or sublicense for the provision of Food and Beverage Concessions at the Venue to a qualified third party reasonably acceptable to the City. Any such third party will be subject to the same obligations as would BallCorps if it provided these services directly.

B. Novelties. Nothing contained in this Agreement shall be construed to limit the City from selling or authorizing a third party to sell Novelties and Souvenirs at City Events, provided that the City will not at any time sell or authorize the sale of Food and Beverage Concessions by parties other than the Venue Manager under the terms of the Management Agreement nor can it sell baseball novelties. BallCorps shall receive all net revenue from the sale of Novelties and Souvenirs at the Venue during City Events. Any such sales by the City shall be from temporary displays. The City will not be entitled to sell merchandise out of the Team Store(s). Notwithstanding the forgoing, or anything else herein to the contrary, BallCorps shall retain all revenue from the sale of all Club-related Novelties and Souvenirs at all Venue Events

and from all sales of any type from the Team Store. To the extent permitted by law, the City shall not provide vendor licenses allowing the sale of food and beverage or of baseball novelties on the sidewalks within the Venue Area.

**ARTICLE VIII**  
**VENUE NAMING RIGHTS**

BallCorps will work in good faith, with the cooperation and assistance of the City, to market the naming rights for the Venue (the “Naming Rights”) to a Naming Rights Sponsor. For the initial term, and all renewal terms, of the Naming Rights Agreement, which is anticipated to be 10-15 years, BallCorps shall receive all revenues related to Naming Rights for the Venue. The Naming Rights sponsorship agreement shall be mutually agreed upon between the City and BallCorps.

**ARTICLE IX**  
**VENUE USE**

A. BallCorps’ Rights and Obligations.

1. Use of Venue Prior to Completion. BallCorps shall be permitted to use appropriate portions of the Venue, consistent with the terms and conditions of this Agreement including the BallCorps Areas as soon as such areas are completed and approved for occupancy. The City shall use its best efforts to cause to have issued appropriate occupancy permits for the same as soon as such areas are completed. The Parties shall establish the various rights and responsibilities of the Parties for such use prior to the issuance of said occupancy permits.

2. BallCorps Home Baseball Games.

(a) Scope. BallCorps shall have exclusive use of the Venue for conducting BallCorps Home Baseball Games during the Term. Such use shall include that portion of each such day reasonably necessary for the event.

(b) Ticketing. BallCorps shall be exclusively responsible for all ticket printing, sales and distribution related to BallCorps Home Baseball Games. The Venue Manager shall provide all ticket services for all City Events and other BallCorps Events, at no additional charge. In satisfaction of this obligation, BallCorps shall have the right to designate the identification of seating at the Venue and to conduct such ticket sales at the Venue box office at all times it deems proper. BallCorps may, in its discretion, issue complimentary admissions to each BallCorps Home Baseball Game to BallCorps and visiting team personnel, guests and officials and representatives of the media. BallCorps shall have the right to charge any amount it deems appropriate for tickets for admission to BallCorps Home Baseball Game.

(c) City Home Baseball Game Vouchers and Suite Usage. BallCorps shall provide at no cost to the City, for the City's use, as may be reasonably requested by the City, complimentary vouchers for tickets for admission for BallCorps Home Baseball Games in an amount equal to twenty-five (25) vouchers for each home game during each baseball season. These tickets shall be used only by City personnel and their guests and shall not be resold or otherwise distributed. BallCorps will provide use of a suite for ten (10) games per season at no cost to the City on dates each season to be mutually agreed upon, which shall be mutually agreed upon thirty (30) days following the release of the Trash Pandas schedule for the following season (estimated to be approximately November 1 of each year).

3. Suites / Specialty Seating.

(a) Suites. For the Term of this Agreement, BallCorps shall have the exclusive right to sublease or sublicense each of the Suites, subject to the City's rights set forth in Section IV(A)(2)(c) above, for BallCorps Home Baseball Games. Any such sublessee or licensee shall, subject to reasonable limitations or conditions which may be established by the City, have the right to purchase from the City twenty (20) tickets to each City Event (which shall entitle the sublicense to occupy the suite for that event) and shall have the right to utilize the suite at any non-ticketed City Event.

(b) Suites, Outdoor Decks, and Furnishings. The Plans and Specifications attached as Exhibit II(KK) set forth the number, capacity, furnishings and amenities of Suites and Outdoor Decks.

4. Administrative Offices. As described in the Plans and Specifications and within the Project Budget, BallCorps shall be provided professional office space for no less than twenty-five (25) to thirty (30) BallCorps' professional business staff. In order to facilitate the satisfaction of its obligations undertaken pursuant to this Agreement and to perform its business as anticipated under the Agreement, BallCorps shall at all times during the Term of this Agreement have the right of access to and exclusive use of all BallCorps Areas. All equipment, desks, phones, and other personal property required for the Administrative Offices shall be BallCorps' sole cost and responsibility.

5. Team Store and Box Offices. During the Term of this Agreement, BallCorps shall have the exclusive right to occupy and operate the Team Store.

6. City Control. Subject to BallCorps' license rights during the Term of this Agreement, the City does not relinquish and does retain full ownership of the Venue and Venue Area. Therefore, all duly authorized representatives of the City shall have reasonable access to all areas of the Venue and Venue Area at any time and on any occasion.

## **ARTICLE X** **SCHEDULING**

It is understood that BallCorps shall, during the Term, be granted priority use of the Venue for BallCorps Home Baseball Games and exhibition baseball games. Nonetheless, the City and BallCorps agree to work together and in good faith to efficiently and effectively accomplish a scheduling of events at the Venue. As such, the Parties have adopted the following scheduling procedure:

A. Proposed Schedule/City Events. As soon as a League Schedule is approved but no later than January 15 of each year, BallCorps shall provide the City a schedule of BallCorps Home Baseball Games and Club practice schedules including potential post-season tournament game dates as accurately as possible. Prior to January 15 of each year, BallCorps shall deliver to the City those dates upon which BallCorps desires to conduct up to ten (10) BallCorps non-baseball events including, but not limited to, concerts, festivals, charitable events, and other appropriate uses at the Venue during such year. Within thirty (30) days thereafter, the City shall provide BallCorps with those dates upon which the City desires to conduct up to ten (10) City Events at the Venue during such year. For City Events, use of Venue space will be rent free, but City will pay for catering and other applicable charges. Subject to priority use of the Venue by BallCorps for professional baseball use, the parties will work together in good faith to permit use of the Venue for high school baseball teams in Madison County as a City Event. Night games will be limited in number by mutual agreement. Utilities will not be charged for high school baseball games, but field preparation, staffing, cleanup, etc. will be charged. On or before February 15 of each year, BallCorps will establish a schedule of charges for actual costs which would be incurred and charged for Venue use.

B. Remaining Dates. Thereafter, all remaining dates, or series of dates for multi-day events, may be utilized on a first-come, first-served basis by providing written notice to the other party, with the express understanding that use of the field will be limited from time to time both by Club practices and to preserve the quality and safety of the field surface in accordance with Article IX. The Parties agree to work together in good faith and with the Venue Manager under the terms of the Management Agreement to schedule any events earlier than the process outlined above may contemplate. The Parties also agree to work together in conjunction with the Board of Advisors to maximize usage of the stadium and to, wherever possible, reschedule smaller or movable events to accommodate larger and/or less movable events.

## **ARTICLE XI** **MARKETING**

Except as otherwise set forth herein, each Party shall be responsible for its own marketing. BallCorps shall be responsible for and have the exclusive right of marketing BallCorps Events. The City shall be exclusively responsible for marketing City Events.



**ARTICLE XII  
ADVERTISING**

A. Permanently Affixed Venue Signage and Scoreboard Advertising. BallCorps shall have the exclusive right to sell, and collect the revenues from, all Permanently Affixed Venue Signage, and Scoreboard Advertising for BallCorps Home Baseball Games. The City can use Scoreboard Advertising and temporary signage as it deems appropriate during City Events.

B. Advertising at City Events. Subject to the limitations contained in this Agreement, the City shall have the right to sell and retain revenue generated from the sale of advertising associated with City Events, including but not limited to, temporary signage, advertising on the field-side scoreboard message center and video display, print media and broadcast media. Such advertising shall be provided at the City’s cost and shall not replace or cover existing advertising except where appropriate to secure a particular event.

**ARTICLE XIII  
BROADCAST RIGHTS**

A. BallCorps’ Broadcast Rights. BallCorps shall have exclusive ownership and control over Broadcast Rights associated with BallCorps Home Baseball Games. All revenue generated by BallCorps relating to such Broadcast Rights shall be retained exclusively by BallCorps.

B. City’s Broadcast Rights. The City shall have exclusive ownership and control over Broadcast Rights associated with City Events. All revenue generated by the City relating to such Broadcast Rights shall be retained exclusively by the City. All costs incurred in connection with the broadcast of City Events shall be the responsibility of the City.

C. Special Events Broadcast Rights. The Parties shall determine the ownership and control over and the allocation of revenue and costs associated with Broadcast Rights associated with special events.

**ARTICLE XIV  
UTILITIES**

The parties agree that in consideration of the rights and obligations set forth in this Agreement, BallCorps shall be obligated to pay seventy five percent (75%) of Utility expenses incurred by either Party in connection with the operation of the Venue and Venue Area, and the City shall pay twenty five percent (25%). The City will use best efforts to obtain favorable rates from local Utility providers, but the Parties acknowledge that Utility providers make the rate determinations. Utilities shall be in the name of BallCorps, and BallCorps shall have responsibility for payment of all bills and charges for such Utilities.

**ARTICLE XV  
EQUIPMENT**

A. BallCorps’ Obligations. BallCorps shall supply, maintain, repair and replace, at its expense, its own office equipment and furniture for its administrative offices as preliminarily described on a furniture, fixtures and other equipment list, and shall maintain, repair and replace all baseball equipment.

B. City’s Obligations. The City, within the Project Budget, will provide all equipment as preliminarily set forth on Exhibit XV(B) attached hereto (the “Venue Equipment”). Any changes to Exhibit XV(B) shall be mutually agreed upon.

**ARTICLE XVI  
COVENANTS**

A. BallCorps’ Covenants.

1. Taxes and Encumbrances. BallCorps shall pay promptly when due any taxes due to the City that are the responsibility of BallCorps to collect and/or pay. To the extent any work is done at the request of and for the sole benefit of BallCorps and for which a supplier or contractor has lien rights arising from nonpayment, BallCorps further covenants that it will not permit any mechanics liens or similar encumbrance to exist against the Venue or any property therein and shall, within thirty (30) days of any such lien or encumbrance being asserted against the Venue or any property therein as a result of action or inaction by BallCorps, either cause the same to be released of record, or obtain title or other insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

2. Membership in the League. BallCorps agrees to maintain in good standing its membership in the Baseball Authorities throughout the Term hereof.

3. Equal Employment Opportunity And Employment of City Residents. BallCorps agrees and covenants to the City that it is presently and will continue to be an equal opportunity employer and at all times shall comply with the laws and regulations that prohibit discrimination. Further, BallCorps agrees and covenants to the City that it will use commercially reasonable efforts to engage the services of City residents who are qualified for Venue Services performed pursuant to this Agreement.

4. Prohibition Against Dangerous Materials and Substances. BallCorps agrees not to bring into the Venue any material, substance, equipment or object that is likely to endanger the life or to cause bodily injury to any person within the Venue, or which is likely to constitute a hazard to property therein

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without the approval of the City. The parties acknowledge that common field maintenance chemicals and supplies, cleaning solvents, and fireworks displays are all to be reasonably used at the Venue. The City will not indemnify BallCorps for any damage caused by such materials and substances at a BallCorps Event.

B. City’s Covenants/Compliance. The City shall maintain the Venue in accordance with the terms hereof and MLB Facility Standards, and in substantial compliance with the Plans and Specifications, all applicable building, health, safety, bidding, procurement, traffic and zoning ordinances which apply to the Venue, including the Americans With Disabilities Act, as well as all applicable Environmental Laws. Further, the City shall fund and construct the NLFB and the Parking Improvements in accordance with the Venue Improvement Agreement attached hereto as Exhibit I(D).

**ARTICLE XVII**  
**INDEMNIFICATION AND INSURANCE**

A. Indemnification

1. Indemnification of the City by BallCorps. BallCorps agrees to indemnify and hold harmless the City and its respective officers, directors, elected officials, duly authorized agents, and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys’ fees, incurred in connection with, or by reason of any act, omission or negligence of BallCorps or the Venue Manager or its, or their, duly authorized agents, or any breach of this Agreement, in connection with BallCorps’ or the Venue Manager’s activities pursuant to this Agreement.

2. Indemnification of BallCorps by the City. To the extent allowed by law and subject to approval by the City’s municipal insurance provider, subject to any tort claim limitations, and up to the extent of any applicable insurance proceeds, the City agrees to indemnify and hold harmless BallCorps and its members, officers, directors, duly authorized agents, and employees from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys’ fees, incurred in connection with, or by reason of any act, omission or negligence of the City or its officers, directors, elected officials, duly authorized agents, and employees, but only for those acts or omissions in the line and scope of their respective duties, or any breach of this Agreement, in connection with the City’s activities pursuant to this Agreement.

B. BallCorps Insurance Policies. BallCorps shall, effective on the date of BallCorps occupancy of the Venue, obtain and maintain throughout the Term of this Agreement, comprehensive public liability coverage including personal injury liability and contractual liability; if on a commercial general liability form, the limit per occurrence shall be One Million Dollars (\$1,000,000) and an aggregate of Five Million Dollars (\$5,000,000) combined single limit (CSL) per occurrence and include bodily injury and property damage liability; automobile coverage with liability limits of One Million Dollar (\$1,000,000) combined single limits (CSL)

bodily injury and property damage per accident; a general umbrella policy of Five Million Dollars (\$5,000,000); and workers compensation coverage at statutory limits to protect BallCorps' permanent and temporary employees. Such coverage shall be evaluated every fifth (5<sup>th</sup>) year during the term hereof and BallCorps, in conjunction with the City, will determine if increases in the amount of coverage are reasonably warranted. BallCorps will name the City as an additional insured on the public liability policy and provide certificates and endorsements of all insurance or original policies as they shall be on file prior to the beginning of the Term of this Agreement. BallCorps' policies shall not include an exclusion for fireworks or other dangerous materials or substances, and its policies shall provide for thirty (30) days' prior notice to the City for any material amendments to or cancellations of coverage. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of Alabama.

C. City Insurance Policies. City shall maintain property and casualty insurance throughout the Term of this Agreement with respect to the Venue, in such amounts and covering such risks as are usually insured against by holders of property similar to the Venue. The City's municipal insurance provider shall provide the insurance coverage required herein.

**ARTICLE XVIII**  
**DESTRUCTION OF VENUE**

A. Restoration after Destruction. If the Venue or any part of the Venue Area is wholly or partially destroyed, the City shall, at its expense, promptly commence and diligently complete the restoration of the Venue (or applicable portion of the Venue Area) to substantially the same condition as of the date of the Venue's original completion, with all subsequent improvements, reasonable wear and tear excepted. However, City's financial obligations in such event shall not exceed Fifteen Million Dollars (\$15,000,000). If the Venue should be substantially destroyed during the last five (5) years of the Term, the City may terminate this Agreement. Any repair activities shall be timed and organized in such a manner to facilitate BallCorps' ability to play the BallCorps Home Baseball Season games at the Venue and to the degree feasible, and the City agrees to cooperate with BallCorps on all such decisions.

B. Payment of Rent. Should the Venue be made untenable by BallCorps as a result of such destruction, BallCorps' obligation to maintain the Venue shall abate until the Venue is restored as detailed above. BallCorps' payment obligations pursuant to Article IV shall abate during the period in which the Venue is totally unusable by BallCorps. If only a portion of the Venue is rendered unusable, BallCorps' payment obligations shall be equitably reduced, as determined by the Parties' representatives in good faith, taking into account BallCorps' prior use of the destroyed portion of the Venue and the potential of such portion to generate revenue for BallCorps based upon attendance over the immediately preceding three (3) year period. Neither party shall be liable to the other for lost profits during such time.

C. Assistance of the City in Locating a Temporary or Permanent Alternate Facility. If the Venue or a material portion of the Venue becomes unavailable on a temporary basis by reason of either partial destruction or repair or restoration, or for any other reason, the City shall utilize commercially reasonable efforts to assist BallCorps in locating a temporary facility in which the Club may play home baseball games until the Venue is restored.

**ARTICLE XIX**  
**CONDEMNATION**

In the event that any portion of the Venue or material portion of the Venue is taken from BallCorps pursuant to any right of eminent domain exercised by the State of Alabama, and such taking renders the Venue unfit for its intended purpose, BallCorps shall receive a portion of any award granted with respect to such taking. In the event that any portion of the Venue or material portion of the Venue is taken from BallCorps pursuant to any right of eminent domain exercised by any governmental entity or pursuant to any governmental order BallCorps shall have the independent right to make a claim against the condemner for and retain any award based thereon for the reasonable value of lost profits, improvements made to the Venue by BallCorps, if any, and for the expenses, attorney fees and costs incidental to relocating from the Venue including, but not limited to, the lost value of this Agreement. Finally, in such event, BallCorps shall have the right to terminate this Agreement within One Hundred Eighty (180) days of such taking.

**ARTICLE XX**  
**FORCE MAJEURE**

BallCorps and the City agree that neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events (“Force Majeure Events”): (a) acts of God; (b) tornado, flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or lockouts; (i) suspension of play of baseball by the Baseball Authorities; (j) shortage of players, adequate power or transportation facilities; (k) pandemic; and (l) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the “Impacted Party”). The Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**ARTICLE XXI**  
**ASSIGNABILITY AND TRANSFERABILITY**

A. City Assignment. The City may, without consent of BallCorps and pursuant to Alabama law, assign this Agreement for administrative and operational purposes to an authority or authorities, provided, that if such an assignment should be made, (i) such assignee shall be able to enforce the provisions of this Agreement pursuant to such assignment without the further consent of the City, and (ii) the City or its assignee shall remain obligated hereunder in all respects.

B. BallCorps Assignment.

1. Assignment of Agreement: With the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, provided BallCorps is not in default hereunder, BallCorps may assign its rights and responsibilities as described in this Agreement and in the Management Agreement to an entity (i) with operational and financial capabilities reasonably satisfactory to the City, (ii) which provides a MLB professional affiliated baseball Club in the same manner and quality as contemplated in this Agreement, and (iii) assumes all obligations of BallCorps under this Agreement. The events of (i) a sale or transfer of control of more than 51% of equity ownership of BallCorps, and (ii) any change of management or control of BallCorps that results in the Baseball Authorities requiring the approval of MLB, or the then-current procedure for team ownership transfer of control required by the Baseball Authorities, shall also constitute an assignment requiring the City's prior written consent hereunder, which shall not be unreasonably withheld, conditioned, or delayed. Assignment shall not be effective until BallCorps obtains and provides to the City written permission of the Baseball Authorities for such assignment.

2. Assignment of Suites: BallCorps shall have the right to sublease the Suite portion of the Venue. BallCorps shall ensure that any sublessor abides by all of the applicable terms and conditions of this Agreement, and the term of any sublease shall not extend beyond BallCorps' Term.

**ARTICLE XXII**  
**DEFAULT AND TERMINATION**

A. Event of Default by BallCorps. Subject to Article XX above and Section XXII(B) below, the occurrence of any of the following events shall constitute an Event of Default by BallCorps after thirty (30) days' prior written notice detailing the alleged default with a reasonable opportunity for BallCorps to cure such alleged Default:

1. Any warranty or representation of BallCorps under this Agreement is materially false when made;

2. BallCorps fails to pay any amounts due pursuant to Article IV of this Agreement within thirty (30) business days after written notice of failure to pay from the City;

3. BallCorps files for bankruptcy or any involuntary proceedings under bankruptcy law, insolvency act, or similar law for the relief of debtors are instituted against BallCorps, or a receiver or trustee is appointed for all or substantially all of the property of BallCorps, and such proceedings are not dismissed or vacated within ninety (90) days after the institution of appointment;

4. BallCorps ceases to own a validly existing Class AA MLB PDL License team.

5. BallCorps fails to perform or diligently commence to cure any other obligation under this Agreement (other than payment of money) within thirty (30) days' written notice from the City provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, BallCorps shall have a reasonable additional period of time within which to cure such default, not to exceed one hundred eighty (180) days, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

B. Loss of Franchise. Notwithstanding the foregoing or anything herein to the contrary, in the event BallCorps' PDL License with MLB is terminated or not renewed by MLB and BallCorps is unable to retain its Class AA MLB Affiliation, such shall not be considered an Event of Default by BallCorps and, other than payments due from BallCorps to the City accruing prior to the termination of the Class AA MLB PDL License, BallCorps shall have no further obligations to the City.

C. Remedies for a Default by BallCorps. Upon any Event of Default of BallCorps that remains uncured beyond the applicable cure periods, then City may, subject to the limitations in this Article XXII, (i) proceed to protect its rights hereunder by suit in equity, action at law, or other appropriate proceedings, whether for the specific performance of any covenant or agreement of BallCorps contained in this Agreement or for money damages, or (ii) in its discretion, to terminate this Agreement and all obligations herein. If the City elects to terminate this Agreement subject to the terms herein, it shall have the right to collect rents and payments due to City as of the date of termination (with no acceleration or claim for payments which may otherwise become due after the date of termination). The City shall also be entitled to reimbursement for costs, including reasonable attorneys' fees arising as a result of a breach. In the event of termination arising because of Section XXII(A)(4) above, the City's sole and exclusive remedy shall be to terminate this Agreement.

D. Event of Default by City. In the event that City materially breaches, violates, or fail to fully perform any provision contained in this Agreement, BallCorps shall provide written notice to the City, and City shall have the right and opportunity to cure the default within said thirty (30) day period, or if such breach, violation or non-performance cannot be cured within a thirty (30) day period, to continue diligently and in good faith to effect such cure within such period, provided that in no event shall such opportunity to cure exceed one hundred eighty (180) days after receipt of such notice. In the event that such breach, violation, or non-performance is not cured within said thirty (30) day period or any authorized extension thereof, then BallCorps may proceed to protect its rights hereunder by suit for the specific performance of any covenant or agreement of City contained in this Agreement or to terminate this Agreement and all obligations herein. Notwithstanding termination, BallCorps shall be entitled to reimbursement for costs, including reasonable attorneys' fees arising as a result of such breach.

E. Punitive and Consequential Damages. In no event shall either party be liable to the other for Punitive or Consequential Damages.

F. Relation to Baseball Rules. The Parties acknowledge and agree that the rights and remedies in this Article XXII are subject to the limitations specified in Article XXIV(GG) regarding termination during baseball season and replacement of BallCorps with another PDL Club.

### **ARTICLE XXIII** **BOARD OF ADVISORS**

BallCorps and the City will create an informal, unincorporated Board of Advisors to make recommendations regarding the operation and maintenance of the Venue. It is the intention of the parties that the Board of Advisors will be given substantial deference with regard to all matters herein involving its input. The Board of Advisors shall consist of a minimum of two (2) representatives appointed by the City and one (1) representative appointed by BallCorps. The Board of Advisors shall, subject to the terms of this Agreement and the Management Agreement, make recommendations regarding the operations and management of the Venue in accordance with customary and best practices for similar MLB venues. However, the Board of Advisors will not have any legal standing or authority to make binding decisions or to dictate the expenditure of any City funds without the City Council's prior approval.

### **ARTICLE XXIV** **MISCELLANEOUS**

A. Governing Law. This Agreement shall be in governed accordance with the laws of the State of Alabama.

B. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Alabama and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

C. Entire Agreement. This Agreement, together with its Exhibits and the Management Agreement, all of even date herewith, constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.

D. Authority. BallCorps and the City, respectively, each represent that it has the authority to be bound by the terms of this Agreement. Once executed by both Parties, this Agreement will constitute a valid and binding agreement, enforceable in accordance with its terms.

E. Costs and Attorney Fees. The Parties hereto agree to pay all expenses incurred by the other in enforcing the provisions of this Agreement, including but not limited to attorney fees, costs and expenses. The Party prevailing in any litigation arising out of any dispute concerning this Agreement shall be entitled to recover all expenses incurred, including without limitation, reasonable attorney fees and related costs and expenses.



F. Mutual Dependency and Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of BallCorps to perform and have access to the Venue for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

G. Notices and Addresses. All notices required to be given under this Agreement shall be given by (1) certified mail priority mail with proof of delivery, (2) electronic mail, or (3) sent via facsimile followed on the same day by recognized overnight courier, in all cases addressed to the proper Party to the following addresses, or at such other address as may be subsequently given in writing pursuant to this Section, and shall be deemed given on the day received:

IF TO BALLCORPS: BallCorps, LLC  
Attn: Mark Holland  
c/o Austerra Wealth Management LLC  
5910 N. Central Expy., Suite 1875  
Dallas, TX 75206  
Telephone: (214) 810-0250  
Email: mark@austerra.com

With a copy to: Faegre Drinker Biddle & Reath LLP  
Attn: Timothy J. Haffner  
110 W. Berry Street, Suite 2400  
Fort Wayne, IN 46802  
Telephone: 260-460-1616  
Email: timothy.haffner@faegredrinker.com

IF TO THE CITY: City of Madison  
Attn: Office of the Mayor  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: mayors.office@madisonal.gov

With a copy to: City Attorney's Office  
Attn: Office of City Attorney  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: Megan.Zingarelli@madisonal.gov

H. Amendment, Modification, or Alteration. No amendment, modification or alteration of the Terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

I. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

J. Time of the Essence. Time is of the essence for this Agreement.

K. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and delivered by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

L. Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

M. Valid Limited Liability Company. BallCorps represents that as of the date of the execution of this Agreement BallCorps, LLC is organized and in good standing under the laws of the State of Arizona and authorized to do business in the State of Alabama, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement. BallCorps will file all necessary paperwork and fees with the Alabama Secretary of State on an annual basis in order to maintain such compliance and will provide the City annually with a certificate of good standing from the Alabama Secretary of State.

N. Prohibition Against Food and Beverage Being Brought Into the Venue. BallCorps may request the City to post signs in appropriate locations in the Venue which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Venue.

O. Status of Parties. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to be creating a partnership or joint venture between BallCorps and the City with respect to BallCorps' activities conducted in the Venue or the Venue Areas pursuant to the terms of this Agreement.

P. Waiver. The waiver by either BallCorps or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

Q. Waste or Nuisance. BallCorps shall not commit or permit any waste on or about the Venue or the Venue Area during the Term of this Agreement nor shall it maintain,

commit or permit the maintenance or commission of any nuisance on or about the Venue or use the Venue for any unlawful purposes.

R. Binding Effect/Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

S. References to the City. All references to the City in this Agreement shall be deemed to also be references to such officers, elected officials, or employees or other designees of the City as may be appropriate to implement the terms of this Agreement.

T. Exhibits; Attachments. All exhibits or attachments attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein. The Parties acknowledge that certain exhibits are subject to further approvals and that the signatories to this Agreement are authorized to approve updates to Exhibits as they are finalized, provided that any amended Exhibit does not (i) increase the financial liability of either party, or (ii) materially alter the rights or obligations of either party, in which case, the amended Exhibit would have to be approved by the City Council and BallCorps.

U. BallCorps' Property Loss and Damage. Nothing herein shall be construed to create a bailment relationship between the City and BallCorps or the Club concerning any property brought on the premises of the Venue by BallCorps or the Club unless such property is delivered into the possession of the City.

V. Employee Status. It is understood and agreed that no agent, servant or employee of BallCorps or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances deemed an agent, servant or employee of BallCorps.

W. Cooperation. The City and BallCorps agree to work together in good faith to assure a consistent and effective design throughout the Project and to coordinate construction and project management.

X. Fast Tracking. The City will assist, as appropriate, in "fast-tracking" permitting any clearances to assist in the timely completion of each phase of the Project.

Y. Permits. The City will work cooperatively with BallCorps to obtain such building permits, noise and light ordinance permits and/or clearances as necessary to alter street and traffic flow as per the City's master plan and in obtaining such other permits and clearances as may be required in order to complete the project as contemplated hereunder.

Z. No Tax. The City will not impose a ticket/admission/amusement tax applicable to BallCorps Home Baseball Games during the term hereunder unless (i) such tax is applicable to all professional sports and entertainment facilities in the City, and (ii) all taxes collected shall be credited toward BallCorps License Fees due hereunder. This provision does not apply to any existing generally applicable sales, use, or other taxes.

AA. Event Times. BallCorps shall have permission from the City to conduct games and/or Club events during specified times, including the right to hold day games as it deems appropriate and reasonable time periods to allow for concerts and other post-game events following the conclusion of BallCorps Home Baseball Games or other professional baseball games.

BB. Fireworks. So long as permitted by law, the City will assist BallCorps so that BallCorps can hold an acceptable number of firework nights per each season. BallCorps shall assume liability for all of its fireworks displays at the Venue, as well as any damage and cleaning resulting from fireworks displays.

CC. Signage. The City will work with the Department of Transportation and other appropriate authorities to alter or construct new directional signage on freeways and other major thoroughfares, directing vehicles to the Venue. The City will assist BallCorps in obtaining permission and approval to hang banners within City limits (subject to reasonable restrictions and applicable sign ordinances) to generate interest in the development of the Project, and major events being held at the Venue.

DD. Alabama 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.

EE. Open Trade. By signing this Agreement, BallCorps represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

FF. Definitions for Baseball Rules. For purposes of this Agreement and, in particular, Section XXIV(GG) below, the following definitions shall apply:

1. “Club” means the professional baseball club currently known as the Rocket City Trash Pandas.
2. “Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person or body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
3. “Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the Office of the Commissioner of Baseball, each other MLB PDL Entity and/or all boards and committees thereof and/or (b) the Major League Clubs acting collectively.

4. “Major League Baseball Club” or “Major League Club” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

5. “Major League Constitution” means the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

6. “Rocket City Trash Pandas PDL License Agreement” means that certain player development license agreement entered into between BallCorps and MLB PDL pursuant to which the Club has been granted the right to participate in the Professional Development League System.

7. “MLB PDL” means, depending on the context, any or all of (i) MLB Professional Development Leagues, LLC, a Delaware limited liability company, and/or (ii) the boards, committees and subcommittees related thereto.

8. “MLB PDL Entity” means each of MLB PDL, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

9. “PDL Approval” means, any approval, consent or no-objection letter required to be obtained from MLB PDL or any other MLB PDL Entity pursuant to the PDL Rules and Regulations.

10. “PDL Club” means a professional baseball club participating in the Professional Development League System pursuant to a player development license agreement between the owner of such club and MLB PDL pursuant to which such owner has been granted the right to participate in the Professional Development League System.

11. “PDL Governance Agreement” means that certain Professional Development Leagues Governance Agreement, effective as of February 12, 2021 by and between MLB PDL and each PDL Club, as may be amended, modified, supplemented or restated from time to time.

12. “PDL Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Major League Rules (and all attachments thereto), (iii) the PDL Operating Guidelines, (iv) the PDL Governance Agreement and (v) the PDL License Agreements.

13. “PDL License Agreement” means each player development license agreement entered into between a PDL Club and MLB PDL pursuant to which such

PDL Club has been granted the right to participate in the Professional Development League System, including, without limitation, the [CLUB] PDL License Agreement.

14. “PDL Rules and Regulations” means (i) the PDL Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, MLB PDL or any other MLB PDL Entity or the Major League Clubs acting collectively that are specifically related to or generally applicable to the Professional Development League System or the PDL Clubs, including, without limitation, agreements or arrangements entered into pursuant to the PDL Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, MLB PDL or any other MLB PDL Entity as in effect from time to time that are specifically related to or generally applicable to the Professional Development League System or one or more of the PDL Clubs.

15. “Professional Development League System” means a system of professional baseball leagues comprised of professional baseball clubs that compete at different levels and serve to assist with the development of players for Major League Baseball Clubs.

GG. Baseball Rules. Any contrary provisions contained herein notwithstanding:

1. This Agreement and any rights granted to City or BallCorps hereunder shall in all respects be subordinate to the PDL Rules and Regulations, as long as BallCorps is party to the Rocket City Trash Pandas PDL License Agreement that is in effect. The issuance, entering into, amendment, or implementation of any of the PDL Rules and Regulations shall be at no cost or liability to any MLB PDL Entity or to any individual or entity related thereto. The territory within which the City is granted rights under this Agreement is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the PDL Club Marketing Territory (as defined in the Rocket City Trash Pandas PDL License Agreement). No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined in the applicable PDL Rules and Regulations) are conferred by this Agreement, except as are specifically approved in writing by MLB PDL.

2. The Parties agree that if the date upon which any termination or suspension of this Agreement falls during the regular season or postseason, the effective date of such termination or suspension shall be the first day of the month following the final home game of such season, and, in no event, shall this Agreement be suspended or terminated during any regular season or postseason.

3. If, at any time prior to the expiration of the term of this Agreement, this Agreement is terminated by the City for any reason (and any legal action challenging the right of the City to terminate this Agreement and seeking specific

performance has either been (i) finally adjudicated by a court of competent jurisdiction as evidenced by a final non-appealable order or (ii) settled, withdrawn or otherwise concluded, in either case solely with respect to the request for specific performance) and the Rocket City Trash Pandas PDL License Agreement has been terminated, the City agrees to enter into a lease with substantially similar terms to this Agreement with any replacement PDL Club identified by MLB PDL to the extent that such PDL Club is reasonably acceptable to the City. To the extent that such lease is not entered into, the City agrees to meet promptly with MLB PDL to work together to ascertain whether a replacement PDL Club can be identified, and if such a PDL Club is so identified, the City shall offer to lease the Venue to such PDL Club. For the avoidance of doubt, this Section XXIV(GG) shall survive the termination of this Agreement.

4. As long as BallCorps is party to the Rocket City Trash Pandas PDL License Agreement that is in effect, MLB PDL is an intended third party beneficiary of the provisions of this Section XXIV(GG) and each other provision in this Agreement that prohibits action without first obtaining PDL Approval and, in addition to its right to waive or enforce the provisions of this Section XXIV(GG), MLB PDL shall be entitled and have the right to waive or enforce such other provisions that prohibit action without first obtaining PDL Approval directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the explicit benefit of MLB PDL or any other MLB PDL Entity.

5. Neither MLB PDL nor any other MLB PDL Entity shall have any liability whatsoever to any Person for actions taken pursuant to this Section XXIV(GG) (other than for fraudulent acts or willful misconduct with respect to this Section XXIV(GG) by MLB PDL), and the City hereby releases MLB PDL and each other MLB PDL Entity from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of MLB PDL or any other MLB PDL Entity to any other Person.

HH. Baseball Approvals. BallCorps and the City agree to work together in good faith to obtain all required MLB approvals. BallCorps shall immediately inform City if any Baseball Authority indicates its approval may be denied or delayed for any reason.

II. City Right to Audit. Subject to a confidentiality agreement to be entered into between BallCorps and the City, BallCorps shall annually provide its audit to the City's independent accountants and limited City personnel for all of its activities at the Venue each year regarding the calculation of Venue License Fees. The City, at its expense, shall have reasonable rights to audit and verify any financial records of BallCorps documenting the generation of Venue License Fees. In the event the City determines an error has been made by BallCorps or any of its agents or consultants, accounting for a five percent (5%) or more deficiency in the Revenue otherwise payable to the City under this Agreement, BallCorps shall reimburse the City for any reasonable expenses it incurs in such audit. Any audits under this Section shall be done in a

fashion to avoid disruption of the ordinary business of BallCorps, and BallCorps shall cooperate with the City during any such audit.

JJ. Architectural and Design Fees for Venue Improvements. At the time of the City's closing of the public financing for the construction of the Venue Improvements, the City shall promptly reimburse BallCorps for expenses already incurred by BallCorps in the amount of Forty-Nine Thousand Four Hundred Thirty-Nine and 23/100 Dollars (\$49,439.23), for the design of the NLFB and/or Parking Improvements. This reimbursement for architectural and design fees will not cause the Project Budget to be exceeded, and in the event that any portion of the reimbursement of the architectural and design fees, when added to construction costs, exceeds the Project Budget, BallCorps shall not be reimbursed for any portion of the amount listed in this paragraph exceeding the Project Budget.

KK. Recitals. All Recitals of this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

*[Remainder intentionally blank. Signature pages follow.]*



IN WITNESS WHEREOF, the Parties hereunto set their hands and seals on the date written below.

**BALLCORPS, LLC,**  
an Arizona limited liability company

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Mark Holland, President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public, in and for said County in said State or for the State at Large, hereby certify that Mark Holland, whose name as President of BallCorps, LLC, an Arizona limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARIAL SEAL]

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

**THE CITY OF MADISON, ALABAMA,**  
an Alabama municipal corporation

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Paul Finley, Mayor

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

STATE OF ALABAMA

COUNTY OF MADISON

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

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

[NOTARIAL SEAL]

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

## SUMMARY OF EXHIBITS

[TO BE REVISED]

<u>Exhibit</u>	<u>Description</u>
I(C)(1)	Description of Parking Improvements
I(C)(2)	Description of NLFB
I(D)	Venue Improvement Agreement
II(C)	Applicable Lodging Taxes
II(BB)	Management Agreement
II(KK)	Plans and Specifications
II(OO)	Site
II(TT)	Venue
II(VV)	Venue Area
II(AAA)(6)	Example of Venue License Fee Calculation
V(C)	Parking Areas
XV(B)	Venue Equipment

**EXHIBIT I(C)(1)**

**Description of Parking Improvements**

[To be completed in coordination with Planning Department.]

**EXHIBIT I(C)(2)**

**Description of NLFB**

General Description

The project shall be a four-story building located along the outfield line adjacent to third base foul pole and visitor’s bullpen. The building will provide approximately 8,200 gross square feet(gsf) at the Field Level, Levels 3 and 4, with 9,000 gsf at Level 2(Concourse Level) for an approximate building size 33,600 gsf. The majority of Level 4 will be open air and not conditioned.

Program

The program will include spaces typically expected to support the needs of a visitor’s locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 12-August 2024) provided to the Architect by the Team, as shown in the design development documents, and as noted to be revised during a design development phase review by MLB. Level 2 will include a large group space, Level 3-Fan Suites with balconies and Level 4, a large covered open air group space and tiered exterior seating. Support spaces including a kitchen, toilets, storage areas, catering support and mechanical spaces will be included across all levels.



**EXHIBIT I(D)**

**Venue Improvement Agreement**

**EXHIBIT II(C)****Applicable Lodging Taxes**

<b>CITY OF MADISON APPLICABLE LODGING TAXES</b>			
<b>HOTELS INSIDE TOWN MADISON DISTRICT</b>		<b>HOTELS OUTSIDE TOWN MADISON DISTRICT &amp; WITHIN GENERAL CITY LIMITS</b>	
<b>First (and only current) 3 Hotels</b>	<b>New hotels</b>	<b>Hotels that opened before Jan. 1, 2018</b>	<b>New hotels that have opened or will open after Jan. 1, 2018</b>
Avid Hotel	Marriott Courtyard & Residence Inn <i>(under construction)</i>		
Home 2 Suites	Homewood Suites <i>(under construction)</i>		
Hilton Garden Inn	Town Place Suites <i>(approved, pending construction)</i>		
	Any future new hotels		Any future new hotels
All lodging taxes to ballpark 9% + \$2/night	Dedicated lodging taxes to ballpark 2% portion + \$1/night (See Section 10-230(c) of the Madison City Code)	Dedicated lodging taxes to ballpark 2% portion + \$1/night (See Section 10-230(c) of the Madison City Code)	All lodging taxes to ballpark 9% + \$2/night

**EXHIBIT II(BB)****Management Agreement**

The Venue Management Agreement dated February 13, 2018 is hereby incorporated by reference.



**EXHIBIT II(KK)**

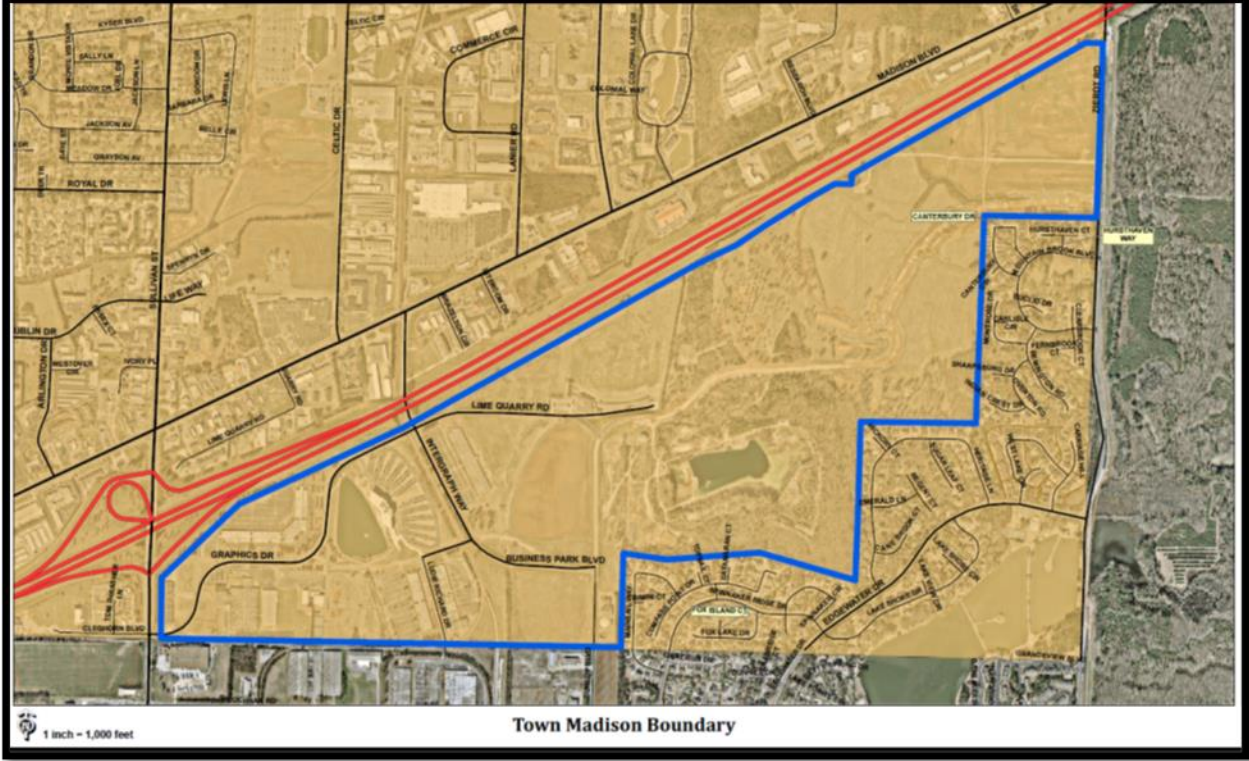
**Plans and Specifications**

**TO BE PROVIDED**

**INTERIM PLANS ATTACHED**

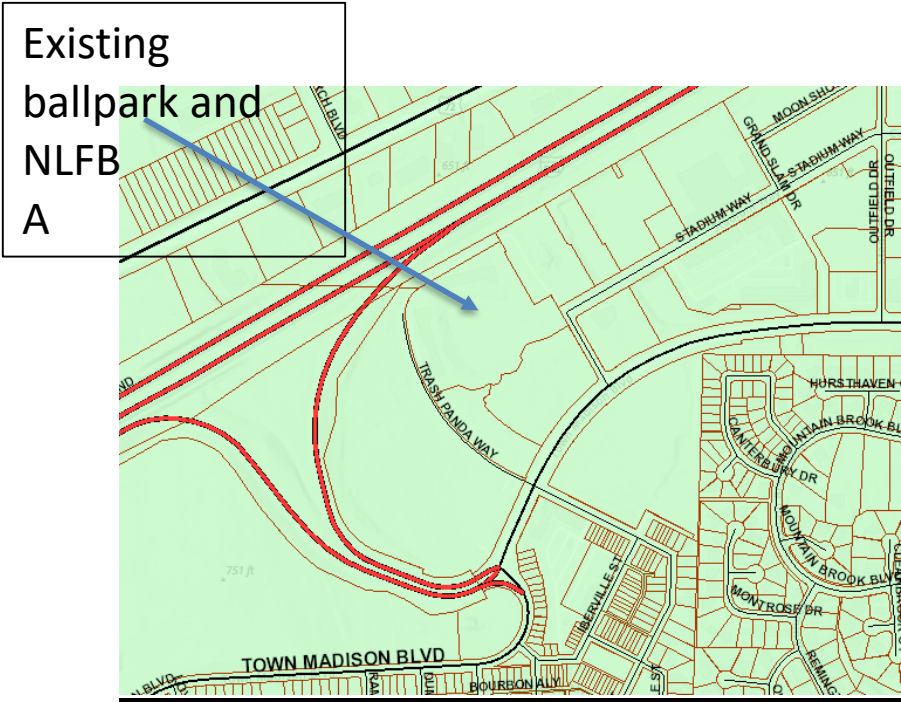
**EXHIBIT II(OO)**

**Site**



**EXHIBIT II(TT)**

**Venue**

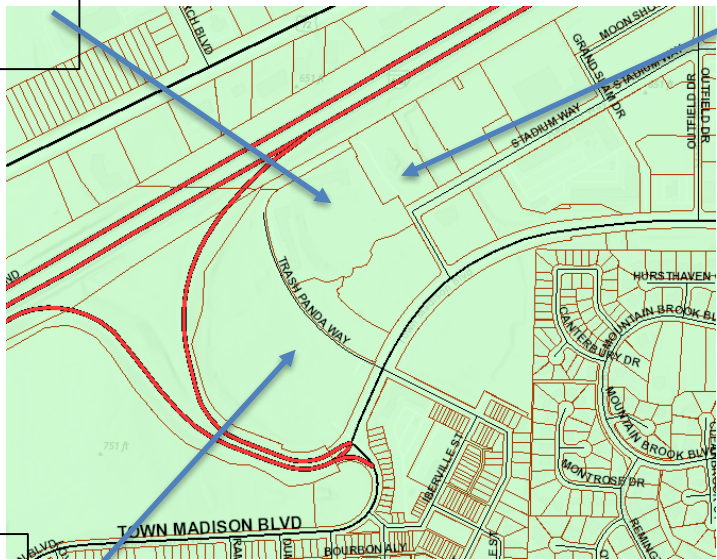


**EXHIBIT II(VV)**

**Venue Area [A + B + C indicated below]**

Ballpark &  
NLFB  
A

New ballpark  
parking area  
C



Existing Paved  
Parking  
B

**EXHIBIT II(AAA)(6)**

**<sup>7</sup>Example of Venue License Fee Calculation**

Estimation of Venue License Fees owed based on current and/or estimated bond payments and Madison Lodging Taxes:

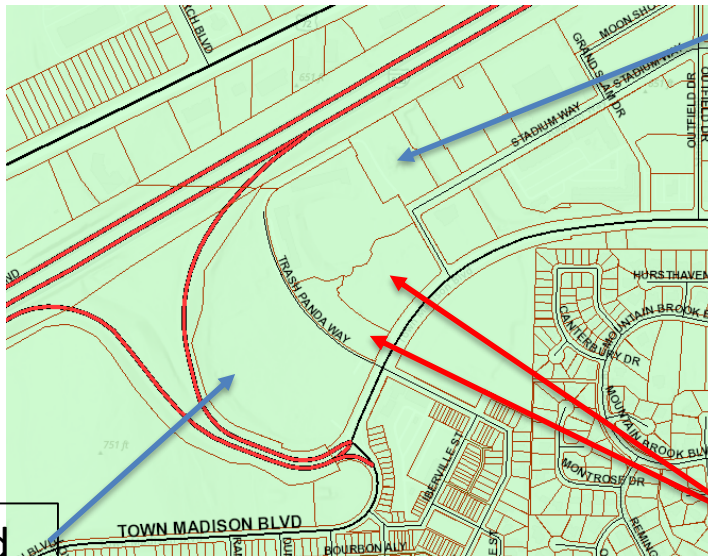
<b><u>Description</u></b>	<b><u>Amount</u></b>
Current Madison Ballpark Bond Payment	\$3,200,000.00
<b>Plus</b> Additional Bond Payment Incurred from Ballpark Improvements and Issuance Costs set out in Section II(AAA)(1)(a)(i) above	<u>+\$1,500,000.00</u>
Total Estimated Madison Ballpark Annual Bond Payment	\$4,700,000.00
<sup>8</sup> <b>Minus</b> Estimated 2025 Annual Gross Applicable Lodging Taxes, Sales, and Liquor Taxes to be Collected	<u>-\$3,200,000.00</u>
Estimated Annual Gross Venue License Fee	<u>\$1,500,000.00</u>

<sup>7</sup> This is only an estimate for illustrative purposes.

<sup>8</sup> Estimated by City to be \$3,200,000 for 2025.

**EXHIBIT V(C)**

**Parking Areas [B + C – D indicated below]**



Existing Paved  
Parking  
B

New ballpark  
parking area  
C

2024 existing  
gravel parking  
– no longer a  
part of Venue  
Area  
D

**EXHIBIT XV(B)**

**Venue Equipment**

**Existing Ballpark Venue Equipment**

**1. Furniture, Fixtures and Equipment**

- Artwork
- Athletic, Recreation & Therapeutic Equip
- Audio Visual Equip - Projectors, etc.
- Banners & Flags
- Closet Specialties
- Furniture
- Live Plants
- Maintenance Equip
- Medical & Hospital Equip
- Medical Equip/Cabinets for Team/Visitors
- Office Equipment
- Padding - Outfield and Field Walls
- Projection Screens
- Trash Receptacles

**2. Scoreboard**

**3. NLFB FFE**

**Venue Improvements, NLFB Equipment (Exhibits XV(B)1 & XV(B)2)<sup>9</sup>**

- IT/Security Cameras
- AV, including Daktronics Video Board
- Access Control
- Furniture
- Signage

**3. Equipment and Specialties**

	<b>Budgeted Quantity</b>
Bullet-resistant Protection - ticket windows	6

<sup>9</sup> To be finalized in coordination with Planning Dept.

Chalkboards & Tackboards	1
Directories & Bulletin Boards	1
Exterior Sun Control Devices	1
Fall Arrest Harness and cable system on Canopy	1
Fire Protection Specialties	1
Flagpoles	3
Flat screen TV's	
Indoor	62
Outdoor - not in sunlight	23
Outdoor - in sunlight	20
Floor Mats & Frames	
Loading Dock Equipment	2
Lockers & Benches	
Home Team Players - 36" Custom	30
Manager	1
Visitors	28
2 Auxiliary Locker Rooms	29
Coaches	14
Officials	8
Netting behind homeplate	1
Residential Appliances (Suites)	16
Residential Appliances (Clubhouses)	2
Rolling Grilles & Screens	5
Security & Vault Equip - In Ticketing	
Signage & Graphics	
Wayfinding	
Concession Signage	
Building Signage (excludes sponsor signage and only includes code required signage)	
Storage Shelving	
Toilet Compartments	
Toilet Partitions - Phenolic	for venue
Urinal Screens - Phenolic	for venue
Toilet, Bath & Laundry Accessories	for venue
Wall & Corner Guards	
Whirlpool Spas & Hot Tubs - Above Grade	1
Hydrotherapy	
Wire Mesh Partitions	1



#### 4. Audio Visual -

	<b>Budgeted Quantity</b>
<b>Sound System - Equipment &amp; Wiring</b>	
Sound Reinforcement Console	1
Equipment Racks	1
Processing Equipment	1
Speaker, Public Areas	123
Speaker, BOH Areas	44
Speaker, Seating Bowl	61
Surge Suppressor	12
Input Sources - Main Console	1
Input Sources - Stand Alone Areas	4
Hearing Assistance System	1
Intercom System	1
Devices and Boxes	1
Microphones and Accessories	1
Stand Alone Systems	
Team Store	1
Club	1
Locker Room	2
Press Box	1
Cabling, Speaker	for venue
Cabling, Device	for venue
Cabling, Head End	1
<b>TV System - Equipment &amp; Wiring</b>	
Antenna Systems	1
Head End	1
TV outlet	105
Equipment Rack & Accessories	1
Cabling	for venue
Cabling - From Head-End to Dishes/Antennas	1
<b>Broadcast Media System - Equipment &amp; Wiring</b>	
Equipment	
JBE - ENG Box	4
JBT - Network Box	12
ENG Pedestal	4
Broadcast Truck Rack	1
Patch Panel - Video	8
Patch Panel - Audio	8
Patch Panel - Audio, Radio Interconnect	6
Triax jack Panel	6
Patch Cords	1
Equipment Rack	8
Audio / Video Distribution Amp	1

Serial Video Distribution Amp	1
Broadcast Media Cabling - In House	1
Broadcast Media Cabling - ENG (Local TV)	1
Broadcast Media Cabling - Event (Network)	1
<b>Clock System</b>	
Clock master	1
Clock Slave	12
Cabling, Speaker	for venue

**BALLCORPS DRAFT 11/18/24****VENUE IMPROVEMENT AGREEMENT**

This Venue Improvement Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and among the **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (the “City”), and **BALLCORPS, LLC**, an Arizona limited liability company authorized to do business in the State of Alabama (“BallCorps”) (BallCorps and the City are sometimes herein referred to collectively as the “Parties,” or singularly each as a “Party”).

**RECITALS**

A. BallCorps and the City are parties to that certain Amended and Restated Venue License, Lease and Management Agreement dated \_\_\_\_\_, 2024, for the baseball stadium and venue commonly known as Toyota Field in Madison, Alabama (the “Amended Venue Agreement”).

B. Pursuant to the terms and conditions of the Amended Venue Agreement, the Parties have agreed that the City shall fund and cause to be constructed certain improvements to the Venue, as defined in the Amended Venue Agreement.

C. Any terms not defined herein shall have the meaning set forth in the Amended Venue Agreement.

**NOW, THEREFORE**, in consideration of the Parties entering into the Amended Venue Agreement, and the mutual promises contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BallCorps and the City agree as follows:

**ARTICLE I  
RECITALS AND DEFINITIONS**

Section 1.01 Recitals Part of Agreement. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

Section 1.02 Definitions. Certain terms used herein are defined in this Section 1.02; other terms are defined within the text of this Agreement or in the Amended Venue Agreement.

- (a) “Agreement” shall mean this Venue Improvement Agreement.
- (b) “City” shall mean the City of Madison, Alabama.
- (c) “Effective Date” shall mean the date listed in the introduction of this Agreement.
- (d) “Permitted Delay” shall have the meaning ascribed to it in Section 5.04.
- (e) “Venue Improvements Project” shall mean the project described and depicted on Exhibit A attached hereto.

- (f) “Venue Improvements Real Estate” shall mean the real property where the Venue Improvements Project shall be located, as legally described on Exhibit B hereto.

**ARTICLE II  
MUTUAL ASSISTANCE**

Section 2.01 Mutual Assistance. The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the case of the City, the adoption of such ordinances and resolutions by the City), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

**ARTICLE III  
VENUE IMPROVEMENTS DEVELOPMENT  
AND CONSTRUCTION AGREEMENTS**

Section 3.01 Venue Improvements. Subject to the satisfaction of all terms and conditions contained herein, the City shall develop, finance, construct, equip, and own the Venue Improvements as part of the Venue, as provided in this Agreement. The Venue Improvements, include the NLFB and the Parking Improvements, as shown on Exhibit A attached to this Agreement. Venue Equipment is defined in Exhibit XV(B) to the Amended Venue Agreement.

Section 3.02 Approvals. City shall, at City’s cost, obtain all zoning and development plan approvals and variances necessary to begin construction of the Venue Improvements Project, including, but not limited to, the granting of any necessary utility easements or public rights of way and the approval of any necessary encroachments upon public rights of way. City shall, at City’s cost, obtain all building permits necessary to construct the Venue Improvements Project in accordance with this Agreement. The City agrees to oversee the process of obtaining all approvals and agreements for the Venue Improvements Project before all necessary public bodies and in the preparation of such petitions and applications as are necessary for the approvals and permits to construct the Venue Improvements Project.

Section 3.03 Limitations. Nothing in this Agreement shall be construed in any way to obligate City or any other public agency to provide any public funding or other financial support beyond the commitments set forth in Article IV of this Agreement.

**ARTICLE IV  
ECONOMIC DEVELOPMENT INCENTIVES**

Section 4.01 Economic Development General Obligation Bonds. The City plans to finance the construction of the Venue Improvements and install the Venue Equipment with the proceeds of cash balances as well as General Obligation Stadium Improvement Warrants (Federally Taxable), Series 2025. The City has established a maximum project budget of [thirty million dollars (\$30,000,000)]<sup>1</sup> for the Venue Improvements, inclusive of financing costs.

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<sup>1</sup> NTD: Need to discuss cost estimate/cap.

Section 4.02 Conditions to Incentives. The incentives described in this Article IV are subject to the satisfaction of the following conditions:

- (a) City has delivered to BallCorps preliminary plans and designs for the development of the Venue Improvements Project (“Preliminary Plans”), and BallCorps has approved those Preliminary Plans. City agrees that any further approvals shall not be unreasonably withheld, conditioned, or delayed.
- (b) In accordance with the Project Timeline, defined below, the City shall provide final construction plans and specifications for the construction of the Venue Improvements Project (“Construction Plans”) to BallCorps for its review and approval, which approval BallCorps agrees shall not be unreasonably withheld, conditioned, or delayed;
- (c) City has received and/or will diligently pursue all necessary zoning approvals, development plan approvals, improvement location permits, and building permits to allow the City to construct the Venue Improvements Project in accordance with the Preliminary Plans;
- (d) City will use its best efforts to obtain all the required public approvals necessary to fund the Venue Improvements Project, including all public hearings and approvals necessary to issue the General Obligation Stadium Improvement Warrants (Federally Taxable), Series 2025, described herein;
- (e) City is prepared to close on all sources of equity, state, and federal project incentives and other debt financing sufficient to complete construction of the Venue Improvements Project; and
- (f) The City and BallCorps agree to work together in good faith to design, fund, and construct the Venue Improvements Project in accordance with the timeline set forth on Exhibit C attached hereto (the “Project Timeline”). BallCorps acknowledges that City bid and award timeframes are subject to adjustment and extension for reasons including bid law requirements, bidder or BallCorps requests for clarification on the plans and specifications for the project, any necessary addenda, and completion of financing documents. City agrees to inform BallCorps as soon as reasonably possible if any of the above circumstances arise and if it intends to grant an extension of time to contractors during the bid process.

**ARTICLE V  
DEVELOPMENT TERMS**

Section 5.01 Delivery and Approval of Construction Plans. In accordance with the Project Timeline, City shall prepare the Construction Plans for the Venue Improvements Project which are consistent with the Preliminary Plans . BallCorps shall review the Construction Plans and provide its comments, questions, or concerns within five (5) days of City’s delivery. City shall respond to BallCorps’ comments on the Construction Plans prior to the date that it releases the bid package to qualified contractors. Neither Party’s approval of the Construction Plans shall be unreasonably withheld, conditioned or delayed, provided the Construction Plans are consistent

with (a) the description of the Venue Improvements Project attached hereto as Exhibit A; (b) the Preliminary Plans; and, (c) the terms and conditions of this Agreement.

Section 5.02 Venue Improvements Project Construction. City shall diligently pursue all applicable legal and/or regulatory permits, licenses, or approvals as are legally required to commence construction of the Venue Improvements Project from any federal, state, or local commission or authority having jurisdiction over the Venue Improvements Project from and after the Effective Date. City agrees to award a bid for construction of the Venue Improvements Project in accordance with the timeline established in the Project Timeline.

Section 5.03 Legal Compliance and Completion. City acknowledges and agrees that compliance with all applicable laws, regulations, codes, and ordinances with respect to the development, construction, and operation of the Venue Improvements Project shall be the sole responsibility of City. City agrees to complete, in all material respects, construction of the Venue Improvements Project as soon as reasonably possible after the date City awards a contract for construction of the Venue Improvements Project, subject to Permitted Delays provided for in Section 5.04 hereof.

Section 5.04 Permitted Delays. Whenever performance is required of any Party, such Party shall act in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, pandemic, or damage to work in progress by reason of fire or other casualty, or similar cause beyond the reasonable control of a Party (other than financial reasons), including actions or approvals required from public or other governmental bodies, then the time for performance as herein specified shall be appropriately and automatically extended by the time of the delay actually caused by such circumstances (“Permitted Delays”, and in the singular form, each a “Permitted Delay”). If (i) there should arise any Permitted Delay for which City is entitled to delay its performance under this Agreement, and (ii) City anticipates that the Permitted Delay will cause a delay in its performance under this Agreement, then City shall provide written notice to BallCorps of the nature and the anticipated length of such delay.

**ARTICLE VI  
AUTHORITY**

Section 6.01 Actions. Each of the Parties hereto represents and warrants that it has taken or will use good faith efforts to take (subject to the City’s performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable each to execute this Agreement and to carry out fully and perform the terms, covenants, duties, and obligations on its part as provided by the terms and provisions hereof.

Section 6.02 Powers. Subject to the conditions described herein and subject to such procedures as may be required by law, each Party represents and warrants that it has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform its obligations under this Agreement, including, but not limited to, the right, power and authority, subject to such procedures as may be required by law, to carry out the terms and conditions of this Agreement.

**ARTICLE VII  
GENERAL PROVISIONS**

Section 7.01 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the Parties and by the execution of said amendment by the Parties or their successors in interest.

Section 7.02 No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions between the Parties hereto relative to the subject matter hereof and is a full integration of the agreement of the Parties. In the event either Party elects to terminate this Agreement as permitted herein, City and City acknowledge and agree that they shall in all events be responsible for their own costs, expenses and fees incurred in fulfilling their obligations pursuant to this Agreement and, upon such termination, they shall have no further rights or obligations pursuant to this Agreement.

Section 7.03 Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

Section 7.04 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Alabama.

Section 7.05 Notices. Any notice, consent or waiver required or permitted to be given or served by either Party to this Agreement shall be in writing and either (1) delivered personally to the other Party, (2) mailed by certified or registered mail, return receipt requested, or (3) sent via nationally recognized overnight courier addressed as follows, and shall be deemed given when personally delivered (or upon refusal to accept delivery), or the third (3<sup>rd</sup>) day after deposit in the mail, or the first (1<sup>st</sup>) day after sending by overnight courier.

To BallCorps :	BallCorps, LLC Attn: Mark Holland c/o Austerra Wealth Management LLC 5910 N. Central Expy., Suite 1875 Dallas, TX 75206 Telephone: (214) 810-0250 Email: mark@austerra.com
With a copy to:	Faegre Drinker Biddle & Reath LLP Attn: Timothy J. Haffner 110 W. Berry Street, Suite 2400 Fort Wayne, IN 46802 Telephone: 260-460-1616 Email: timothy.haffner@faegredrinker.com

To the City: City of Madison  
Attn: Office of the Mayor  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: mayors.office@madisonal.gov

With a copy to: City Attorney’s Office  
Attn: Office of City Attorney  
100 Hughes Rd.  
Madison, AL 35758  
Telephone: 256-772-5603  
Email: megan.zingarelli@madisonal.gov

Either Party may, from time to time, change its notice address by notice to the other in accordance with the provisions of this Section.

Section 7.06 Counterparts. Facsimile or emailed signatures appearing hereon shall be deemed an original and this Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Section 7.07 Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and the City has approved or ratified this Agreement at the appropriate public meeting(s).

*[Remainder intentionally blank. Signature pages follow.]*



IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**THE CITY OF MADISON, ALABAMA,**  
an Alabama municipal corporation

By: \_\_\_\_\_  
Paul Finley, Mayor

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

**“City”**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**BALLCORPS, LLC,**  
an Arizona limited liability company

By: \_\_\_\_\_  
Mark Holland  
CEO and President

**“BallCorps”**

**LIST OF EXHIBITS**

<u>Exhibit</u>	<u>Description</u>
A	Description of Venue Improvements Project
B	Legal Description of Venue Improvements Real Estate
C	Project Timeline

**EXHIBIT A**

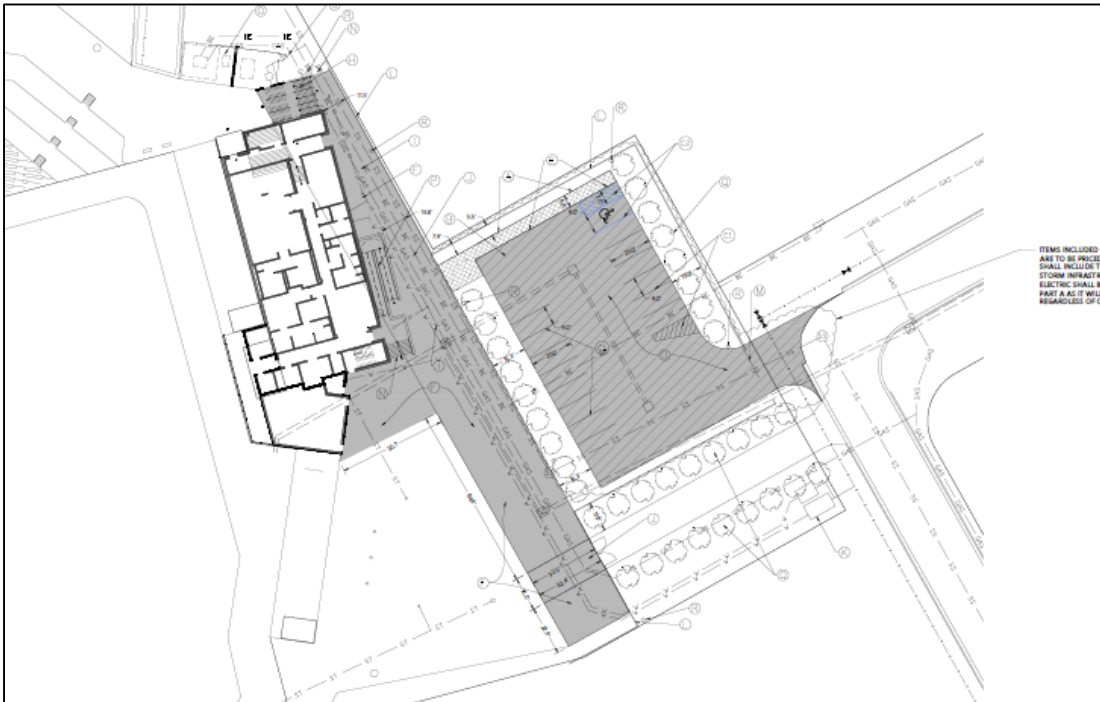
**DESCRIPTION OF VENUE IMPROVEMENTS PROJECT**

General Description

The project shall be a four-story building located along the outfield line adjacent to third base foul pole and visitor’s bullpen. The building will provide approximately 8,200 gross square feet(gsf) at the Field Level, Levels 3 and 4, with 9,000 gsf at Level 2(Concourse Level) for an approximate building size 33,600 gsf. The majority of Level 4 will be open air and not conditioned.

Program

The program will include spaces typically expected to support the needs of a visitor’s locker room outlined in size and furnishings defined by the current PDL Operating Guidelines (Version 12- August 2024) provided to the Architect by the Team, as shown in the design development documents, and as noted to be revised during a design development phase review by MLB. Level 2 will include a large group space, Level 3-Fan Suites with balconies and Level 4, a large covered open air group space and tiered exterior seating. Support spaces including a kitchen, toilets, storage areas, catering support and mechanical spaces will be included across all levels.



**EXHIBIT B**

**LEGAL DESCRIPTION OF VENUE IMPROVEMENTS REAL ESTATE**

**LEGAL DESCRIPTION OF BUILDING FOOTPRINT**

ALL THAT PART OF TRACT F OF TOWN MADISON PHASE 3, A RESUBDIVISION OF TRACT C OF TOWN MADISON PHASE 2, A RESUBDIVISION OF TRACT C OF TOWN MADISON PHASE 1, AS SHOWN BY THE MAP OR PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 2018-00075279, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT F, SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY OF STADIUM WAY, THENCE FROM THE POINT OF BEGINNING SOUTH 60 DEGREES 39 MINUTES 21 SECONDS WEST, AND ALONG THE SOUTH BOUNDARY OF SAID TRACT F, 138.31 FEET TO A POINT; THENCE CONTINUE ALONG THE SAID SOUTH BOUNDARY, SOUTH 74 DEGREES 59 MINUTES 50 SECONDS WEST, 115.62 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH BOUNDARY, NORTH 69 DEGREES 49 MINUTES 06 SECONDS WEST, 27.19 FEET TO A POINT; THENCE NORTH 14 DEGREES 47 MINUTES 46 SECONDS WEST, 30.84 FEET TO A POINT; THENCE SOUTH 81 DEGREES 38 MINUTES 16 SECONDS EAST, 20.61 FEET TO A POINT; THENCE NORTH 07 DEGREES 59 MINUTES 18 SECONDS EAST, 88.16 FEET TO A POINT; THENCE NORTH 82 DEGREES 33 MINUTES 28 SECONDS WEST, 41.68 FEET TO A POINT; THENCE NORTH 14 DEGREES 58 MINUTES 55 SECONDS WEST, 138.75 FEET TO A POINT; THENCE NORTH 73 DEGREES 56 MINUTES 29 SECONDS EAST, 20.03 FEET TO A POINT; THENCE NORTH 15 DEGREES 21 MINUTES 48 SECONDS WEST, 17.35 FEET TO A POINT; THENCE NORTH 74 DEGREES 44 MINUTES 31 SECONDS EAST, 60.58 FEET TO A POINT ON THE EAST BOUNDARY OF SAID TRACT F; THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST AND ALONG THE SAID EAST BOUNDARY, 95.25 FEET TO A POINT; THENCE CONTINUE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST, 138.28 FEET TO A POINT; THENCE NORTH 60 DEGREES 39 MINUTES 31 SECONDS EAST, 107.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF STADIUM WAY; THENCE SOUTH 29 DEGREES 20 MINUTES 29 SECONDS EAST AND ALONG THE SAID WEST RIGHT-OF-WAY, 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.89 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION OF PARKING AREA**

TRACT Q OF CERTIFIED PLAT OF TOWN MADISON PHASE 10, A RESUBDIVISION OF TRACTS P, Q AND COMMON AREA "B", TOWN MADISON, PHASE 5, A RESUBDIVISION OF TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACT C, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 AND TRACTS S, TOWN MADISON, PHASE 6, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 5, A RESUBDIVISION OF

TRACT I, TOWN MADISON PHASE 4, A RESUBDIVISION OF TRACT I, TOWN MADISON, PHASE 3, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 2, A RESUBDIVISION OF TRACT C, TOWN MADISON, PHASE 1 RECORD AT PLAT BOOK 2022, PAGE 101 IN THE OFFICE OF THE JUDGE OF PROBATE IN MADISON COUNTY, ALABAMA.

**EXHIBIT C**  
**PROJECT TIMELINE**

Date	Item	Notes
<b>2024</b>		
Dec 18	Notice of Early Release Bid Package (ERP) for Demolition and Excavation published and ERP package released for bidding.	
<b>2025</b>		
Week of Jan. 20	Open Bids for ERP.	
Jan. 29	Notice of Pre-Qualification and Bid Process for construction published.	
Feb. 10	City Council vote to award bid for ERP (Funding Source Fund 38 or Venue Improvements Fund).	
Feb. 19	Pre-Qualifications for construction of the project due from interested contractors.	
March 3	Receive Construction Drawings from consultant.	
March 12	Construction bid package released to qualified bidders	This could occur as late as March 17 <sup>th</sup> but prefer to give bidders more time.
April 9	Open bids for construction.	
April 28	City Council vote to award bid for construction & to authorize financing documents.	
<b>2026</b>		
March 20	Completion of Visitor Locker Room and Clubhouse	
December 31	Final Completion of Remainder of Building	

## PUBLIC NOTICE

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**Where:** Madison City Hall, City Council Chambers, 100 Hughes Road, Madison, Alabama 35758

**When:** December 4, 2024, at 6:00 p.m.

**What:** Consideration of an Amended & Restated Venue License, Lease, and Management Agreement between the City and BallCorps, LLC, an Arizona limited liability company

---

Pursuant to Section 94.01 of the Alabama Constitution of 2022, as amended, the City Council (the “Council”) of the City of Madison, Alabama (the “City”) hereby provides notice to the public that the Council will provide an opportunity during a special called meeting on December 4, 2024, at 6:00 p.m., in the City Council Chambers at Madison City Hall, located at 100 Hughes Road, Madison, Alabama 35758, for interested citizens to hear and be heard on the following matter to be considered by the Council.

The City has constructed and leased to BallCorps, LLC, an Arizona limited liability company (“BallCorps”), a multi-purpose venue encompassing a baseball stadium (the “Venue”) for the operation of the Rocket City Trash Pandas baseball team and other BallCorps-sponsored events. The City and BallCorps have undertaken negotiations with respect to an expansion of the Venue in order to provide additional visitor locker room and club space, which the regulations of Major League Baseball require, along with the construction of additional public and special event areas.

The City will consider an amended and restated Venue License, Lease, and Management Agreement (the “License Agreement”) to facilitate the contemplated additions to the Venue. The amended License Agreement will (i) restructure certain revenue and expense provisions, (ii) provide for collaboration in the construction of the new facility to be situated adjacent to left field at the Venue, and (iii) provide for construction of new parking to better serve the Venue. If the amended License Agreement is approved by the Council and BallCorps, the City will seek to issue up to \$30,000,000 of General Obligation Stadium Improvement Warrants (Federally Taxable), Series 2025 (the “Series 2025 Warrants”), to provide funds for the construction of the Venue’s expansion. If approved, the City will construct the Venue expansion and certain other supporting property with the proceeds of the Series 2025 Warrants. BallCorps will utilize the space for the term of the License Agreement for visiting teams, as well as other BallCorps events and activities.

The City expects the public benefits to be derived from the Venue expansion to include, among others, (i) increased tax revenue to the City, (ii) increased employment opportunities for City residents, (iii) increased regional exposure for and tourism into the City, and (iv) increased overall quality of life for City residents, notwithstanding any benefits to be derived by BallCorps from the City’s expenditure of public funds for the expansion of the Venue.

The Council will consider whether the expenditure of public funds, in the form of the Series 2025 Warrants, will serve a valid and sufficient public purpose, notwithstanding any incidental, financial, material, or other benefits accruing to any private person, entity, or entities, as a result of such expenditures, such beneficiaries to include without limitation, BallCorps, Major League Baseball, Mark Holland, Austerra Wealth Management, LLC, and other BallCorps investors.

This notice will be published in *The Madison Record* not less than 7 days prior to the date of the meeting. Interested citizens are encouraged to attend the meeting and be heard. Interested citizens may also submit prior written comments to the Office of the City Attorney.



**ORDINANCE NO. 2024-326**

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

**WHEREAS**, on August 28 , 2024, owners of the properties or territories hereinafter described, did file with the City Clerk of the City of Madison, Alabama, a written petition requesting that the described properties or territories be annexed into the City of Madison, Alabama, the same being contiguous to the current boundary of the City of Madison, Alabama, or becoming contiguous pursuant to the annexation of lands annexed simultaneously herewith, and being more specifically described as follows:

**11027 Cardinal Drive  
Lot 59, Morris Estates, Addition II, PB E 93**

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

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

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

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

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

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

**11027 Cardinal Drive  
Lot 59, Morris Estates, Addition II, PB E 93**

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

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

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

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

**READ, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Madison, Alabama on this the 25<sup>th</sup> day of November 2024.

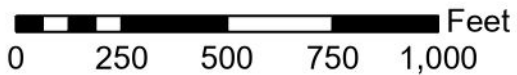
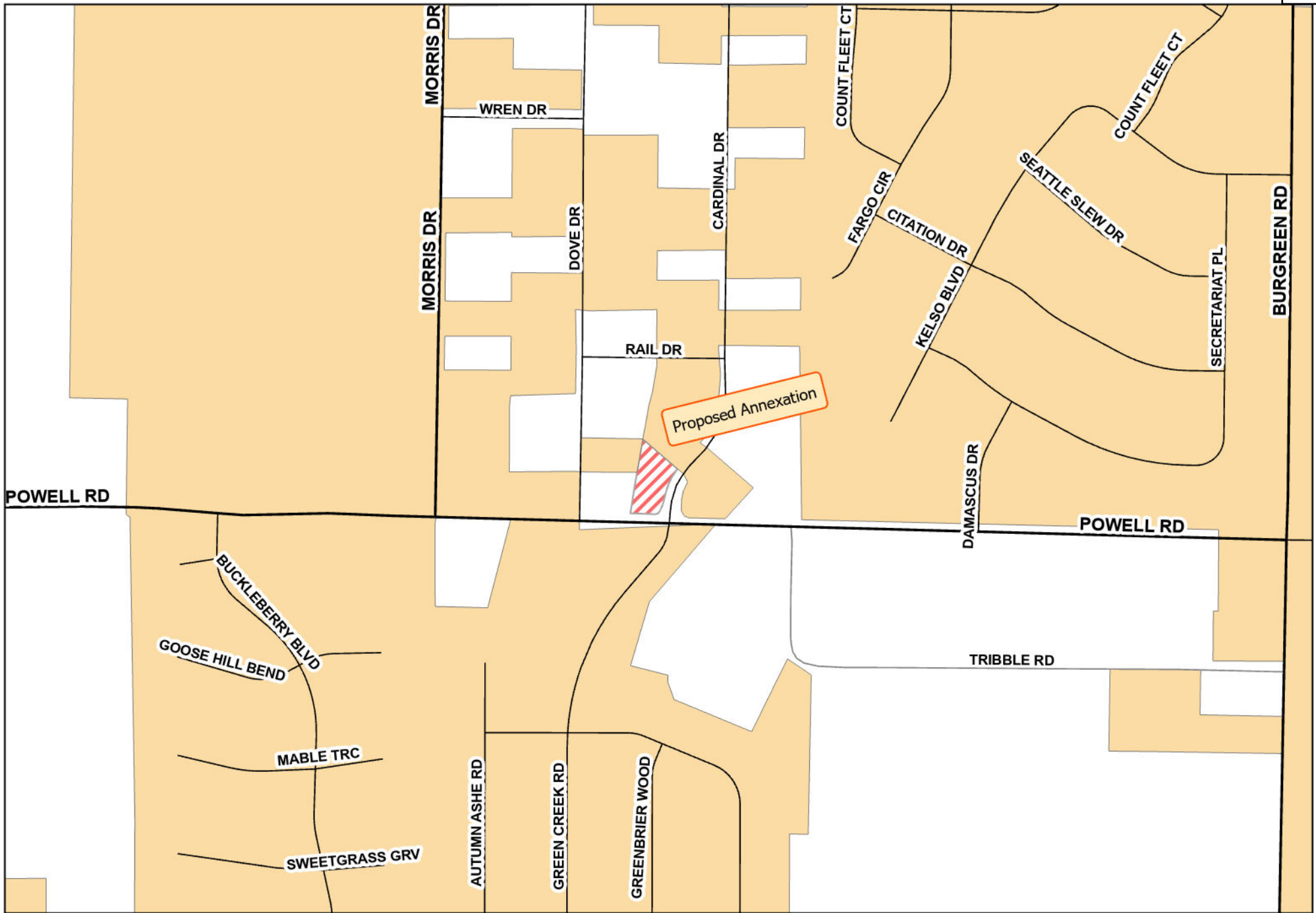
\_\_\_\_\_  
*John D. Seifert, II, Council President*  
City of Madison, Alabama

ATTEST:

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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



# Proposed Annexation (11027 Cardinal Drive)



**ORDINANCE NO. 2024-353**

**AN ORDINANCE VACATING A UTILITY AND DRAINAGE EASEMENT  
LOCATED WITHIN 101 MARQUISE WAY**

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

**SECTION 1.** That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Southern Homebuyers, LLC**, requesting the vacation of a portion of a utility & drainage easement located within Lot 12 of Block 1 of Woodfield Subdivision, First Addition and further described as follows:

*A 5 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTH LOT LINE OF LOT 12, BLOCK 1 OF WOODFIELD SUBDIVISION, FIRST ADDITION, SAID SUBDIVISION AS SHOWN BY MAP OR PLAT OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 21 AT PAGE 14, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE, ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED: THENCE, FROM THE TRUE POINT OF BEGINNING, AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 156.37 FEET TO A POINT ON A CURVE; THENCE, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 5.28 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 240.40 FEET, (CHORD BEARING & DISTANCE: NORTH 41 DEGREES 45 MINUTES 32 SECONDS WEST, 5.28 FEET); THENCE, ALONG A LINE THAT IS 5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12, NORTH 66 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 155.02 FEET TO A POINT; THENCE, ALONG A LINE THAT IS 5 FEET SOUTH OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12, SOUTH 54 DEGREES 24 MINUTES 27 SECONDS EAST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 778 SQUARE FEET, MORE OR LESS.*

**SECTION 2.** That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

**SECTION 3.** Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

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

**READ, PASSED, AND ADOPTED** this 25<sup>th</sup> day of November 2024.

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***John D. Seifert II, Council President***  
**City of Madison, Alabama**

**ATTEST:**

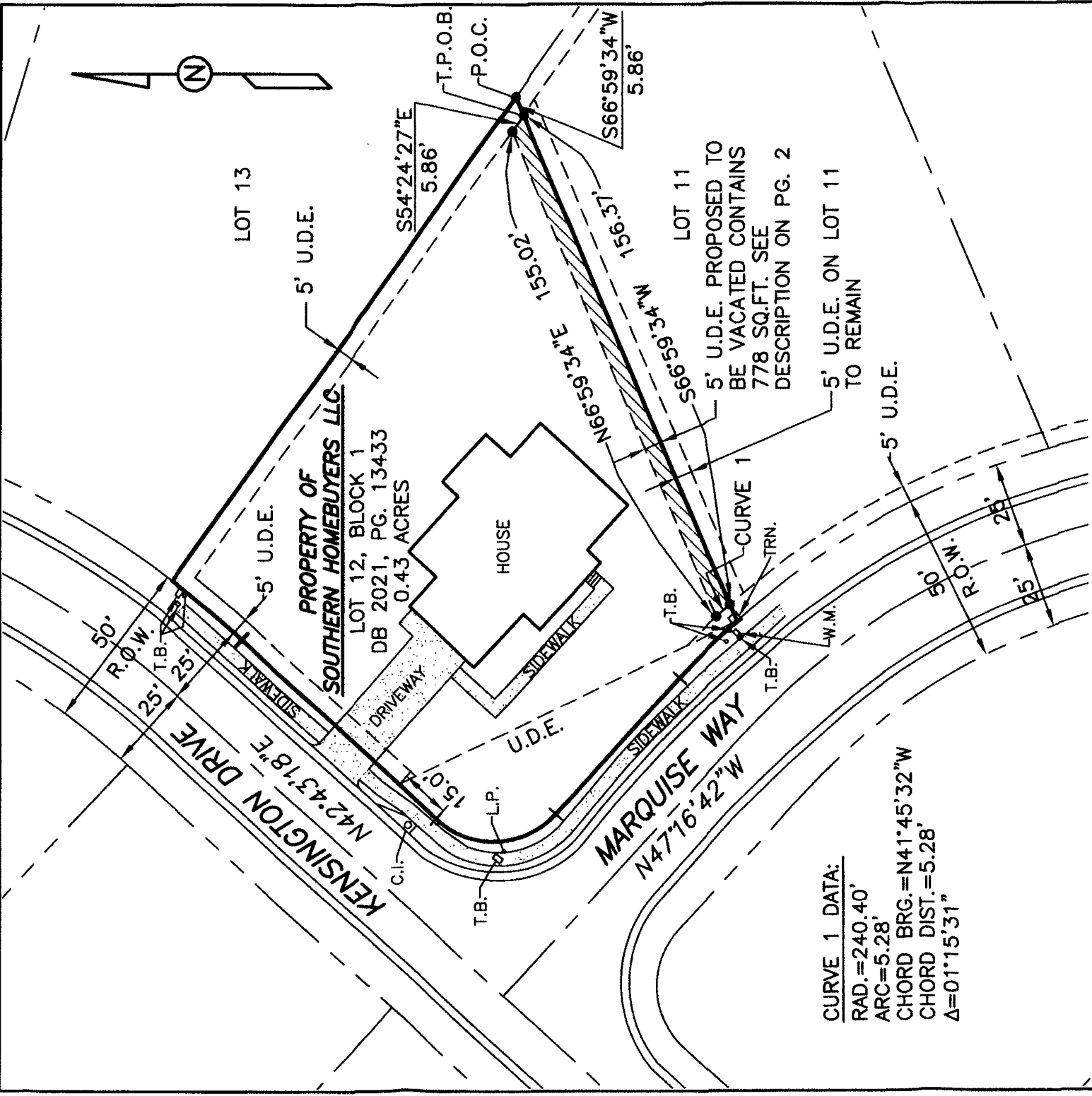
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***Lisa D. Thomas, City Clerk-Treasurer***  
**City of Madison, Alabama**

**APPROVED** this \_\_\_\_\_ day of November 2024.

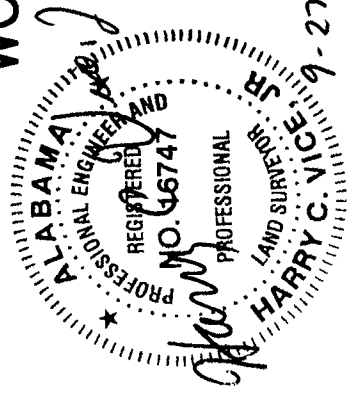
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***Paul Finley, Mayor***  
**City of Madison, Alabama**



**CURVE 1 DATA:**  
 RAD.=240.40'  
 ARC=5.28'  
 CHORD BRG.=N41°45'32"W  
 CHORD DIST.=5.28'  
 Δ=01°15'31"

**EASEMENT VACATION PLAT FOR  
 LOT 12, BLOCK 1  
 WOODFIELD FIRST ADDITION**  
 101 MARQUISE WAY  
 MADISON, ALABAMA



HARRY C. VICE 9-27-24

**ABBREVIATIONS:**  
 T.B. = TELECOMMUNICATIONS JUNCTION BOX  
 TRN. = ELECTRICAL TRANSFORMER  
 L.P. = LIGHT POLE  
 W.M. = WATER METER  
 C.I. = CURB INLET

**NOTES:**  
 1. PLAN FOR APPLYING FOR EASEMENT VACATION. NOT A BOUNDARY SURVEY.  
 2. U.D.E.= UTILITIES AND DRAINAGE EASEMENT

**EASEMENT VACATION PLAT  
 FOR LOT 12, BLOCK 1,  
 WOODFIELD FIRST ADDITION**  
 101 MARQUISE WAY  
 MADISON, ALABAMA

SCALE: 1" = 40'	PREPARED BY: HARRY C. VICE, JR., P.E., P.L.S. VICE ENGINEERING & SURVEYING
PAGE NO: 1 OF 2	1506 MARKS DRIVE HARTSELLE, ALABAMA 35640
DWG. DATE: 9-27-24	PHONE: 256-612-1501 E-MAIL: hvic@bellsouth.net

Parent Tract Description

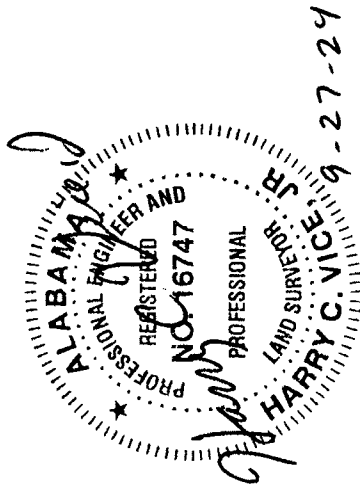
Lot 12, Block 1, according to the map or survey of Woodfield Subdivision, First Addition, as same appears of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 21, Page 14.

Description of Utilities and Drainage Easement Proposed for Vacation

A 5 feet wide utilities and drainage easement lying along the south lot line of Lot 12, Block 1 of Woodfield Subdivision, First Addition, said subdivision as shown by map or plat and of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 21 at Page 14, said easement being more particularly described as follows:

Commencing at the Southeast corner of said Lot 12, thence, along the south line of said Lot 12, S 66° 59' 34" W, a distance of 5.86 feet to the True Point of Beginning of the easement herein described:

Thence, from the True Point of Beginning, and continuing along the south line of said Lot 12, S 66° 59' 34" W, a distance of 156.37 feet to a point on a curve; thence, along a curve to the left an arc distance of 5.28 feet to a point, said curve having a radius of 240.40 feet, (chord bearing & distance: N 41° 45' 32" W, 5.28 feet); thence, along a line that is 5 feet north of and parallel to the south line of said Lot 12, N 66° 59' 34" E, a distance of 155.02 feet to a point; thence, along a line that is 5 feet south of and parallel to the northeasterly line of said Lot 12, S 54° 24' 27" E, a distance of 5.86 feet to the True Point of Beginning, and containing 778 square feet, more or less.



**EASEMENT VACATION PLAT  
FOR LOT 12, BLOCK 1,  
WOODFIELD FIRST ADDITION**

101 MARQUISE WAY  
MADISON, ALABAMA

SCALE: 1" = 40'

PAGE NO: 2 OF 2

DWG. DATE: 9-27-24

PREPARED BY:  
HARRY C. VICE, JR., P.E., P.L.S.  
VICE ENGINEERING & SURVEYING  
1506 MARKS DRIVE  
HARTSELLE, ALABAMA 35640  
PHONE: 256-612-1501  
E-MAIL: hvic@bellsouth.net

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

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

*A 5 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTH LOT LINE OF LOT 12, BLOCK 1 OF WOODFIELD SUBDIVISION, FIRST ADDITION, SAID SUBDIVISION AS SHOWN BY MAP OR PLAT OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 21 AT PAGE 14, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE, ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED: THENCE, FROM THE TRUE POINT OF BEGINNING, AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 156.37 FEET TO A POINT ON A CURVE; THENCE, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 5.28 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 240.40 FEET, (CHORD BEARING & DISTANCE: NORTH 41 DEGREES 45 MINUTES 32 SECONDS WEST, 5.28 FEET); THENCE, ALONG A LINE THAT IS 5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12, NORTH 66 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 155.02 FEET TO A POINT; THENCE, ALONG A LINE THAT IS 5 FEET SOUTH OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12, SOUTH 54 DEGREES 24 MINUTES 27 SECONDS EAST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 778 SQUARE FEET, MORE OR LESS.*

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

**IN WITNESS WHEREOF**, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this \_\_\_\_ day of November, 2024.

City of Madison, Alabama,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
Paul Finley, Mayor  
City of Madison, Alabama

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

*Quitclaim Deed  
101 Marquise Way, U&D VOE  
Page 1 of 2*



**STATE OF ALABAMA**

§

§

**COUNTY OF MADISON**

§

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

Given under my hand this the \_\_\_\_\_ day of November 2024.

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

**RESOLUTION NO. 2024-407-R**

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR PARTICIPATION IN THE  
TENNESSEE VALLEY REGIONAL COMPUTER FORENSICS LABORATORY  
PROGRAM**

**BE IT HEREBY RESOLVED** by the City Council of the City of Madison, Alabama, that the Mayor is authorized to enter into a "Cooperation Agreement" for participation in the Tennessee Valley Regional Computer Forensics Laboratory Program, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "The Tennessee Valley Regional Computer Forensics Laboratory (TVRCFL) Cooperation Agreement/Memorandum of Understanding (MOU)," 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 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
*John D. Seifert II, Council President*  
City of Madison, Alabama

**ATTEST:**

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

**APPROVED** this \_\_\_\_\_ day of November 2024.

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