



Agenda

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

6:00 PM
Council Chambers
September 22, 2025

AGENDA NO. 2025-18-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Lewis Martin of Madison Church of the Nazarene

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2025-17-RG, dated September 8, 2025

B. Minutes No. 2025-05-WS, dated September 3, 2025

C. Minutes No. 2025-02-SP, dated September 2, 2025

7. PRESENTATIONS AND AWARDS

A. Presentation of Certificates to Alabama American Legion Boys State and Alabama American Legion Auxiliary Girls State

B. Presentation of a Proclamation by Mayor Finley designating September 2025 as GYN Cancer Awareness Month in the City of Madison, Alabama, to Betsy Fetner, Program Director of the Laura Crandall Brown Foundation

C. Presentation of Resolution No. 2025-297-R to Scouting America Troop 350 in recognition of their 30-Year Anniversary

8. PUBLIC COMMENTS

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

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

- A. Regular and periodic bills to be paid
- B. Acceptance of \$1,500 donation from Joann Knedler (to be deposited into the Fire Department Donations account)
- C. Acceptance of donations from the following individuals for the Madison Senior Center Stained-Glass Program: S. Williams, E. Ladnier, and J. Ray, \$40 each (\$120.00 to be deposited into Senior Center Donations account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

A. **Resolution No. 2025-252-R:** Adopting the Annual Operating Budget for the City of Madison for FY 2026

B. **Resolution No. 2025-296-R:** Approving Amendment to the City of Madison's General Capital Improvement Fund and list of Capital Improvement Projects (Fund 38)

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

A. **Resolution No. 2025-295-R:** Authorizing funding from Council Special Projects budget for Christmas decorations (not to exceed \$20,000)

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Tristram Evans to Place 4 of the Madison Station Historic Preservation Commission with a term expiration of September 3, 2028

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

CITY CLERK

- A. **Resolution No. 2025-287-R:** Amended Resolution Authorizing Continuing Levy of Currently Existing Ad Valorem Taxes in the City of Madison at Existing Rates and Levying Additional Municipal Ad Valorem Taxes for Public School Purposes in the Portion of the City of Madison Situated in Limestone County

ENGINEERING

- A. **Proposed Ordinance No. 2025-255:** Changing the name and designation of a public street from Dunlop Boulevard to Town Madison Boulevard (First Reading 09/08/2025)

FACILITIES & GROUNDS

- A. **Resolution No. 2025-292-R:** Approving the renewal of service agreement with Gen-Co Inc. for quarterly planned maintenance inspections and annual load bank tests on eight generators (FY2026 amount \$20,400 to be paid from Facilities & Grounds Department budget)
- B. **Resolution No. 2025-299-R:** Renewal of service agreement with State Systems, Inc. for fire safety inspections and monitoring services (FY 26 cost: \$24,256, paid in quarterly installments of \$6,064 from the Facilities & Grounds Department budget)

HR

- A. **Resolution No. 2025-306-R:** Authorizing change to the Job Classification Plan

LEGAL

- A. **Resolution No. 2025-301-R:** A Resolution Authorizing Third Amendment to the Articles of Organization and Appointment of Board Members to the Health Care Authority of North Alabama
- B. **Ordinance No. 2025-302:** Authorizing Franchise Agreement with Uniti Fiber GulfCo, LLC (First Reading)
- C. **Proposed Ordinance No. 2025-230:** Authorizing Amended and Restated Lease, License, and Management Agreement with BallCorps, LLC (First Reading)
- D. **Proposed Ordinance No. 2025-229:** Amending Chapter 10 of the Madison City Code pertaining to distribution of Lodging Tax proceeds (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2025-276:** Vacation of utility and drainage easement located within 143 Inwood Trail, Lot 3 of Woodland Hills Subdivision Third Addition (First reading 09/08/2025)
- B. **Proposed Ordinance No. 2025-277:** Vacation of utility and drainage easement located within Lots 8 and 9, Block 2, of Eastview Manor Subdivision (First reading 09/08/2025)
- C. **Proposed Ordinance No. 2025-278:** Vacation of utility and drainage easement located within Lots 178 and 179 of Bellawoods, Phase 4 Subdivision (First Reading 09/08/2025)
- D. **Proposed Ordinance No. 2025-289:** Vacation of utility and drainage easement located within Tract 1 of Tall Oaks Subdivision (First Reading)
- E. **Proposed Ordinance No. 2025-290:** Vacation of utility and drainage easement located within Lots 7A & 7B of a resubdivision of Lot 7 of Arlington Park Subdivision (First Reading)

- F. **Proposed Ordinance No. 2025-291:** Vacation of drainage easement located within Lots 122-124 of Bellawoods Phase 4 Subdivision (First Reading)

POLICE

- A. **Resolution No. 2025-300-R:** Authorizing an MOU for participation in the National Integrated Ballistic Information Network (NIBIN) with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) (no cost to City)

RECREATION

- A. **Resolution No. 2025-294-R:** Authorizing an agreement with the City of Huntsville for dispatch and scheduling services for the Madison Assisted Ride Service (\$30,387.28 to be paid from Recreation Department budget)

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. 2025-17-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 08, 2025**

The Madison City Council met in regular session on Monday, September 08, 2025, 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 Andrew Itson from Madison Church of Christ provided the invocation followed by the Pledge of Allegiance led by the Brownie Troop # 21226.

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 6:16
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 Toby Jenkins, Police Chief Johnny Gandy, Fire Chief Brandy Williams, City Engineer Michael Johnson, Deputy Revenue Officer Ivon Williams, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Kerry Dahlberg, Billie Goodson, David Bier, Rachel Finch, Brandon Davenport, Kenneth Jackson, Cesar Castillo

AMENDMENTS TO AGENDA

City Attorney Megan Zinarelli requested the following amendments to be added to the agenda:

Resolution No. 2025-288-R: Under Police department reports, the item was added to the republished agenda.

With no more amendments to the agenda, Council President Seifert approved the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2025-16-RG DATED AUGUST 18, 2025

Council Member Spears moved to approve Minutes No. 2025-16-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

ACCEPTANCE OF \$20,000 DONATION FROM THE MADISON CITY DISABILITY ADVOCACY BOARD TO THE PARKS AND RECREATION DEPARTMENT (TO BE DEPOSITED INTO RECREATION DONATION ACCOUNT)

The chairperson of the Madison City Disability Advocacy Board, Janessa Crosswy shared some of the highlights of the board and announced her retirement and introduced Marissa, the new program coordinator, and presented the Parks and Recreation Department a \$20,000.00 check to help continue the events free or at a low cost. Council Member Wroblewski shared words of admiration for the dedication and leadership Janessa brought to the city. Council Member Wroblewski, with the permission of the Mayor and Council, presented Janessa Crosswy the City Coin for her nine years of wonderful service to the community.

PUBLIC COMMENTS

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

JOHN BURKE

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

- Resolution 2025-268-R- concerns with the assumption of responsibility from the city with the drainage and easement with the subdevelopments

JOHN BRUCE (DISTRICT 6)

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

- Shared insight on holding power and/or position of private property without the right
- Asked council to not raise the city property millage or property fees
- Asked council to enact protections by a supermajority for any condemnation action and bar eminent domain for private development even when state allows
- Asked council to adopt a resolution urging the legislature to reform or phase out property taxes on primary residences

KERRY DAHLBERG (DISTRICT 1)

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

- Advocated to council the importance of the continuation of the green spaces for children and families.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,325,964.55
Special General Operating account	\$671.05
Gasoline Tax & Petroleum Inspection fees	\$36,509.68
CIP Bond Accounts	\$9,852.51
Library Building Fund	\$83,828.39
Venue Maintenance	\$6,751.15
Fire CPR	\$590.00

Regular and periodic bills to be paid:

Resolution No. 2025-269-R: Authorizing the acceptance of renewal of Quote No. 26291931 from ESRI, Inc., for software maintenance services from October 1, 2025, through September 30, 2026, in the amount of \$4,070 (to be paid from Fire Department budget)

Resolution No. 2025-270-R: Authorizing renewal of supplemental insurance (\$17,304.50 to be paid from General Operating budget)

Resolution No. 2025-283-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064473AK on an incident which

occurred August 1, 2025, to a Fire Department vehicle (\$11,049.58 [less \$1,000 deductible] to be deposited into General Operating account)

Resolution No. 2025-284-R: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 064104 caused by an EF2 tornado which occurred on May 20, 2025, to Rollingwood Pavilion (\$9163.60 [less \$1,000 deductible] to be deposited into General Operating account)

Acceptance of \$34.74 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

Acceptance of \$1,180 from Lynx Buyback for the sale of old cell phones with said funds to be used towards the purchase of iPads for administrative needs (to be deposited into Recreation Department Donation account)

Authorization of payment of Invoice No. 26355-1 to Morell Engineering for work on resurfacing and striping of Madison Blvd. from Wall Triana to Flagstone on Project No 22-002 (\$29,512.82 to be paid from Fund 38)

Authorization of payment (Draw #7) to Enfinger Development, Inc. for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (\$264,354.80 to be paid from Fund 38)

Authorizing the Engineering Department to solicit quotes to rewire the traffic signal at Hughes Road and Highway 72

Acceptance of donation from L. Tucker (\$30 to be deposited to Senior Center donation account)

Acceptance of donation from Huntsville Gymnastics Center (\$200 to be deposited into Recreation Donation Account)

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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

RESOLUTION NO. 2025-264-R: AUTHORIZING AND RATIFYING THE PURCHASE OF TWO FIRE TRUCKS FROM SUNBELT FIRE, INC., A PARTICIPATING E-ONE, INC., VENDOR THROUGH THE SOURCEWELL PURCHASING COOPERATIVE (\$2,874,801 TO BE PAID FROM CAPITAL OUTLAY ACCOUNT 12-060-000-2951-00)

Council Member Powell moved to approve Resolution No. 2025-264-R. Council Member Denzine seconded. Mayor Finley provided explanation of the timing of the ratification of the fire trucks. He explained that going back the fire trucks have a thirty-eight-month lead time. Mayor Finley shared that after the Economic/External Affairs Office Traci Gillespie spoke with state, federal offices, it was decided to get the purchase order going and then be able to ask for funding from Congressman Strong, Katie Britt, and Senator Tuberville. Mayor Finley explained that generally they'll offer a 50/50 match. Mayor Finley expressed his apologies for not previously sharing the appropriation. The vote was taken and recorded as follows:

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

Motion carried.

- Shared that Space Command is coming to the area
- Shared that the Space Command Commander visited City Hall
- Announced that the budget was turned in to the finance committee

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Shared her and Council Member Spears attended their first collaborative meeting with Huntsville Utilities to discuss the new Providence Trail Greenway
- Thanked Council Member Spears for her advocacy and support as the liaison for the Huntsville Utilities

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Shared that the finance committee met to go over the budget that was received from the mayor.
- Explained the budget process

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Thanked city employees for their hard work and dedication
- Shared the importance of government transition

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Announced that there is a vacancy on the board of education beginning November 3rd
- Shared that council will accept applications for the Board of Education vacancy through the close of business on September 30th for the remainder of that term ending on May 31, 2026
- Announced that interviews will be in October for the board of education vacancy date undecided
- Shout out to the Alabama Arts Alliance for hosting the first "Battle of the Bands" on Saturday

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thanked Janessa for her dedication to the city
- Madison Street Festival's final organization meeting this week
- Volunteers are needed for the Madison Street Festival

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

RESOLUTION NO. 2025-265-R: AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH SPORTS FACILITIES ADVISORY, LLC, FOR PHASE ONE OF AN EVALUATION OF ACTIVITY PARTICIPATION RATES AND TRENDS IN SPORTS, RECREATION, AND SPORTS TOURISM (NOT TO EXCEED \$20,000 FROM THE COUNCIL SPECIAL PROJECTS BUDGET)

Council Member Seifert moved to approve Resolution No. 2025-265-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Thanked Janessa for everything done in the community

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF RACHEL FINCH TO PLACE 4 OF THE INDUSTRIAL DEVELOPMENT BOARD WITH A TERM EXPIRATION OF NOVEMBER 22, 2028

Council Member Wroblewski nominated Rachel Finch for a new appointment. There being no further nominations, Ms. Finch was appointed by acclamation.

PUBLIC HEARINGS

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

RESOLUTION NO. 2025-271-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM ALDI, INC. (ALABAMA), DOING BUSINESS AS ALDI #106, FOR ITS LOCATION AT 8455 MADISON BOULEVARD

Deputy Revenue Officer Ivon Williams informed Council that this is a new request for this location and added that everything is in order for Council action. 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. 2025-271-R. Council Member Spears seconded. Council Member Wroblewski shared that Aldis' grand opening is on Thursday September 11, 2025. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

CITY CLERK

RESOLUTION NO. 2025-286-R: APPOINTING ELECTION OFFICIALS FOR SEPTEMBER 23, 2025, GENERAL MUNICIPAL RUN-OFF ELECTION AND SETTING COMPENSATION FOR SAID OFFICIALS

Council Member Wroblewski moved to approve Resolution No. 2025-286-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

PROPOSED ORDINANCE NO. 2025-255: CHANGING THE NAME AND DESIGNATION OF A PUBLIC STREET FROM DUNLOP BOULEVARD TO TOWN MADISON BOULEVARD (FIRST READING)

This is a first reading only

RESOLUTION NO. 2025-262-R: AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH MILLER & MILLER, INC., FOR PROJECT 23-014 | MILL ROAD SIDEWALKS (\$5,378.54 TO BE PAID FROM FUND 38)

Council Member Shaw moved to approve Resolution No. 2025-262-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	Aye
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2025-268-R: ACCEPTANCE OF BRADFORD STATION PHASE 4 INTO THE CITY OF MADISON MAINTENANCE PROGRAM

Council Member Powell moved to approve Resolution No. 2025-268-R. Council Member Shaw seconded. Mayor Finley asked City Engineer Michael Johnson to explain the process. City Engineer Michael Johnson explained that when a right of way or infrastructure is dedicated to the city it goes through a review process to make sure it's being designed and built properly. He explained that the process is a muti-step process that goes through a final

plat approval. Mayor Finley asked City Engineer Michael Johnson to explain the drainage process. City Engineer Michael Johnson explained that it depends on the criteria. He shared that at some point in the process Public Works steps in and makes the final call on what the city will pay for. City Engineer Michael Johnson explained that there are different codes and things that are enforced. He shared if code enforcement creates a file and opens up a case sometimes it's resolved and sometimes it goes to Municipal Court. 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 Conni Spears	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

RESOLUTION NO. 2025-273-R: AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH OHM ADVISORS ON PROJECT NO. 25-017 | GARNER EXTENSION PHASE 3 CONNECTION TO MADISON BOULEVARD FOR DESIGN SERVICES FOR A WATER MAIN EXTENSION (\$10,000 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2025-273-R. Council Member Spears seconded. The vote was taken and 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	

Motion carried.

RESOLUTION NO. 2025-275-R: AUTHORIZING PROPERTY ACQUISITIONS FOR HUGHES ROAD AND OLD MADISON PIKE WIDENING PROJECT (TOTAL ACQUISITION BUDGET NOT TO EXCEED \$187,170, TO BE PAID FROM FUND 38)

Council Member Denzine moved to approve Resolution No. 2025-275-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2025-272-R: AUTHORIZING THE PURCHASE OF FOUR LUCAS DEVICES FROM STRYKER SALES, LLC, THROUGH SOURCEWELL NATIONAL PURCHASING COOPERATIVE AND AUTHORIZING THE TRADE IN OF FOUR LUCAS 2 DEVICES VALUED AT \$20,000 (\$57,879.80, TO BE PAID FROM A PORTION OF THE \$75,000 DONATION FROM MADISON COUNTY COMMISSIONER STEVE HARAWAY ACCEPTED ON 08/18/2025)

Council Member Powell moved to approve Resolution No. 2025-272-R. Council Member Spears seconded. Council Member Spears thanked Madison County Commissioner Steve Haraway for the donation which made the purchase possible. The vote was taken and 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	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye

Motion carried.

LEGAL

ORDINANCE NO. 2025-263: AUTHORIZING THE WATER & WASTEWATER BOARD OF THE CITY OF MADISON, D/B/A MADISON UTILITIES, TO DISPOSE OF CERTAIN REAL PROPERTY (FIRST READING 08/18/2025)

Council Member Spears moved to approve Ordinance No. 2025-263. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2025-253: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 40-41, 44-45, 47-50, AND 85-86 OF HERITAGE HILLS PHASE 3 SUBDIVISION (FIRST READING 08/18/2025)

Council Member Shaw moved to approve Proposed Ordinance No. 2025-253. 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	Aye
Council Member Karen Denzine	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2025-276: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 143 INWOOD TRAIL, LOT 3 OF WOODLAND HILLS SUBDIVISION THIRD ADDITION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2025-277: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 8 AND 9, BLOCK 2, OF EASTVIEW MANOR SUBDIVISION (FIRST READING)

This is a first reading only

PROPOSED ORDINANCE NO. 2025-278: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOTS 178 AND 179 OF BELLAWOODS, PHASE 4 SUBDIVISION (FIRST READING)

This is a first reading only

POLICE

RESOLUTION NO. 2025-288-R: PURCHASE OF AXON BODY CAMERAS AND ASSOCIATED SOFTWARE FROM SOURCEWELL PURCHASING COOPERATIVE - CONTRACT NO. 101223-AXN (\$715,875.01 OVER FIVE YEARS TO BE PAID FROM FUND 12; FIRST INSTALLMENT OF \$135,851.81 AND FOUR ADDITIONAL ANNUAL INSTALLMENTS OF \$145,005.80)

Council Member Denzine moved to approve Resolution No. 2025-288-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

The meeting was adjourned at 6:50 p.m.

Minutes No. 2025-17-RG, dated September 08th, 2025, read, approved and adopted this 22ND day of September 2025.

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



**MINUTES NO. 2025-05-WS
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
September 03, 2025**

The Madison City Council met for a public work session on Wednesday, September 3, 2025, at 5:30 p.m. in the Council Chambers of the Madison City Hall, Madison, Alabama. Noting that a quorum was present, the meeting began promptly at 5:30 p.m. by Council President John Seifert.

The following Council Members were in attendance:

Council District No. 1 Maura Wroblewski	Present - Virtual
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present - Virtual
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, Municipal Records Coordinator Lori Spaulding, City Attorney Megan Zingarelli, Director of IT Chris White, Technology Coordinator Toby Jenkins

**LIMESTONE COUNTY PROPERTY TAX EQUALIZATION UPDATE, BY DR. ED NICHOLS,
MADISON CITY SCHOOLS SUPERINTENDENT**

Woody Sanderson opened the meeting explaining the historical tax rate differences between counties and the issue we have with the City crossing county lines. Mr. Sanderson presented a slideshow with key points that the grant states:

- Amendment provides that Council "shall have the further power to levy and collect each year on property located in the part of the City in Limestone County"
- The Legislature passed Constitutional Amendment 805 to authorize the City to levy school ad valorem tax "as is necessary" to equalize ad valorem school tax rates across County lines "each year"
- Limestone County 5.5 mills is no longer levied and expires at the end of September 2025. Taxes are collected in arrears (one year after levy)

The effect of the loss of the 5.5 mills tax on Athens and Limestone County Schools:

- For school districts, State imposes 10-mill minimum local school tax. Limestone County and Athens districts do not meet the minimum.
- 10-mill minimum will be levied in Limestone County outside of Madison and Huntsville notwithstanding non-renewal of 5.5 mills.

- No decrease in total school ad valorem tax rate
- No loss to Athens and Limestone County Schools

What will happen to Madison City Schools?

- Rates of Madison residents in Limestone County will be reduced by 5.5 mills
- No district or county-wide Limestone County levy of school tax
- Revenue to Madison City Schools will be reduced
- Madison will have a \$2 million annual loss

Dr. Nichols asked Mr. Sanderson if there is equalization, will become a district tax? Meaning, taxes that are paid by Madison City residents in Limestone County will go straight to Madison City and not the county. Mr. Sanderson answered that is correct.

Mayor Finley asked Mr. Sanderson if the City of Madison has a choice to hold our own election for property taxes for our citizens. Mr. Sanderson responded by saying he does not believe that authorization is in Amendment 805. Mr. Sanderson stated maybe Megan or the Attorney General's office could investigate it further.

City Council Member Ranae Bartlett asked Mr. Sanderson if he is proposing that the council amend the prior levy resolution to add the 5.5 mills. Mr. Sanderson responded, saying yes, council could do it as an amendment and add language to it adding that they are amending the one that was adopted earlier this year.

Council Member Karen Denzine asked how many residents the City of Madison has living in Limestone County. Dr. Nichols responded, saying upwards of 8,000 residents, with a little over 3,000 students.

Council President John Seifert stated that he thinks it will be a good idea for the City to get a second opinion and contact the Attorney General's office for some guidance. Mr. Seifert asked City Attorney Megan Zingarelli what her legal opinion was, and she stated her research is still in progress and she is looking into the effect of timelines in the annual levy resolution statute.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 7:17 p.m.

Minutes No. 2025-05-WS, dated September 3rd, 2025, read, approved, and adopted this 22nd day of September 2025.

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

Myranda Staples
Recording Secretary



MINUTES NO. 2025-02-SP
SPECIAL CALLED MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
September 2, 2025

The Madison City Council met for a Special Called Meeting on Tuesday, September 2, 2025, at 12:00 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 12:00p.m. by Council President John Seifert.

The following elected governing officials were in attendance

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Executive Assistant to the City Clerk-Treasurer Myranda Staples, Municipal Records Coordinator Lori Spaulding, Deputy Revenue Officer Ivon Williams, City Attorney Megan Zingarelli, Information Technology Director Chris White, Information Technology Tech Coordinator Toby Jenkins, Police Chief Johnny Gandy, Officer Shane Kyker, Fire Chief Brandy Williams, Communications & External Affairs Officer Deidre Brisco

Public in attendance: Billie Goodson, Kenneth Jackson, Erica White, Scott Harbour

RESOLUTION NO. 2025-279-R: CANVASSING AND DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON AUGUST 26, 2025

City Clerk-Treasurer Lisa D. Thomas with the assistance of Municipal Records Coordinator Lori Spaulding opened the provisional ballots that were approved by the Madison County Board of Registrars and the Limestone County Board of Registrars. Executive Assistant to the City Clerk-Treasurer Myranda Staples and Deputy Revenue Officer Ivon Williams tabulated Provisional votes. Deputy City Clerk-Treasurer Kerri Sulyma recorded Minutes and gathered signatures. City Attorney Megan Zingarelli was present.

Council Member Powell moved to approve Resolution No. 2025-279-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Teddy Powell	Aye
-----------------------------	-----

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

Motion carried.

OFFICIAL CANVASSED RESOLUTION NO. 2025-279-R RESULTS:

RESOLUTION NO. 2025-279-R

WHEREAS, the General Municipal Election for the City of Madison, Alabama, was duly and legally held on August 26, 2025, as provided by law; and

WHEREAS, the municipal governing body of the City of Madison met on this 2nd day of September, 2025, with a quorum thereof being present, at 12:00 o'clock p.m., and has canvassed the returns and has ascertained and determined the number of votes received by each candidate; and

WHEREAS, the said municipal governing body has ascertained and determined the result of said election as follows:

MAYOR

Ranae Bartlett

District	Location	Totals
1	<u>Madison County</u>	
	Machine 1	150
	Machine 2	306
1	<u>Limestone County</u>	
	Machine 1	173
	Machine 2	20
2	<u>Madison County</u>	
	Machine 1	89
	Machine 2	121
2	<u>Limestone County</u>	
	Machine 1	355
	Machine 2	53
3	<u>Madison County</u>	
	Machine 1	180
	Machine 2	144
4	<u>Madison County</u>	
	Machine 1	134
	Machine 2	159
4	<u>Limestone County</u>	
	Machine 1	160
	Machine 2	71
5	<u>Madison County</u>	

	Machine 1	400
	Machine 2	453
6	<u>Madison County</u>	
	Machine 1	309
	Machine 2	495
7	<u>Madison County</u>	
	Machine 1	309
	Machine 2	329
TOTAL		4,410
Absentee Ballots		171
Provisional Ballots		10
TOTAL		4,591

M. Margi Daly

District	Location	Totals
1	<u>Madison County</u>	
	Machine 1	34
	Machine 2	66
1	<u>Limestone County</u>	
	Machine 1	24
	Machine 2	1
2	<u>Madison County</u>	
	Machine 1	9
	Machine 2	16
2	<u>Limestone County</u>	
	Machine 1	50
	Machine 2	6
3	<u>Madison County</u>	
	Machine 1	32
	Machine 2	43
4	<u>Madison County</u>	
	Machine 1	38
	Machine 2	31
4	<u>Limestone County</u>	
	Machine 1	20
	Machine 2	10
5	<u>Madison County</u>	
	Machine 1	90
	Machine 2	84
6	<u>Madison County</u>	
	Machine 1	74
	Machine 2	154
7	<u>Madison County</u>	
	Machine 1	92
	Machine 2	80
TOTAL		954
Absentee Ballots		12
Provisional Ballots		2
TOTAL		968

Steve Smith

District	Location	Totals
1	Madison County	
	Machine 1	80
	Machine 2	154
1	<u>Limestone County</u>	
	Machine 1	88
	Machine 2	9
2	<u>Madison County</u>	
	Machine 1	62
	Machine 2	104
2	<u>Limestone County</u>	
	Machine 1	160
	Machine 2	18
3	<u>Madison County</u>	
	Machine 1	93
	Machine 2	129
4	<u>Madison County</u>	
	Machine 1	81
	Machine 2	56
4	<u>Limestone County</u>	
	Machine 1	75
	Machine 2	43
5	<u>Madison County</u>	
	Machine 1	211
	Machine 2	234
6	<u>Madison County</u>	
	Machine 1	171
	Machine 2	328
7	<u>Madison County</u>	
	Machine 1	230
	Machine 2	249
TOTAL		2575
Absentee Ballots		45
Provisional Ballots		1
TOTAL		2,621

COUNCIL DISTRICT NO. 4**Rachel Homolak:**

Location	Totals
<u>Madison County</u>	
Machine 1	72
Machine 2	61
<u>Limestone County</u>	
Machine 1	73
Machine 2	28
TOTAL	234

Absentee Ballots	6
Provisional Ballots	0
TOTAL	240

Michael McKay

Location	Totals
<u>Madison County</u>	
Machine 1	179
Machine 2	185
<u>Limestone County</u>	
Machine 1	182
Machine 2	95
TOTAL	641
Absentee Ballots	15
Provisional Ballots	2
TOTAL	658

COUNCIL DISTRICT NO. 6:

Karen Denzine

Machine	Totals
1	103
2	199
Absentee Machine	11
Provisional Ballots	1
TOTAL	314

Scott Harbour

Machine	Totals
1	170
2	342
Absentee Machine	25
Provisional Ballots	3
TOTAL	540

Erica White

Machine	Totals
1	276
2	424
Absentee Machine	15
Provisional Ballots	6
TOTAL	721

COUNCIL DISTRICT NO. 7:**Kenneth Jackson**

Machine	Totals
1	347
2	341
Absentee Machine	18
Provisional Ballots	1
TOTAL	707

John D. Seifert II

Machine	Totals
1	284
2	314
Absentee Machine	11
Provisional Ballots	0
TOTAL	609

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, as follows:

1. That **Ranae Bartlett** received a majority of the votes cast for the office of **Mayor** and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
2. That **Michael McKay** received a majority of the votes cast for the office of City Council Member **District No. 4** and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.
3. That no candidate received a majority of the votes cast for the office of **City Council Member District No. 6** and that Scott Harbour and Erica White received the most and second most votes cast for that office. Therefore, a **runoff election** between said candidates is hereby ordered to be held on Tuesday, September 23, 2025, pursuant to the requirements of Section 11-46-20 et seq., of the Alabama Code of 1975 as amended.
4. That **Kenneth Jackson** received a majority of the votes cast for the office of City Council Member **District No. 7** and is hereby declared duly elected to that office for the term beginning on the first Monday in November, 2025.

READ, PASSED, AND ADOPTED THIS 2nd DAY OF SEPTEMBER, 2025.

Maura Wroblewski
Council District No. 1

Connie Spears
Council District No. 2

Teddy Powell
Council District No. 3

Greg Shaw
Council District No. 4

Ranae Bartlett
Council District No. 5

Karen Denzine
Council District No. 6

John Seifert
Council District No. 7

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer

Approved this 2nd day of September, 2025.

Paul Finley, Mayor
City of Madison, Alabama

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 12:23 p.m.

Minutes No. 2025-02-SP, dated September 2nd, 2025, read, approved and adopted this 8th day of September 2025.

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

Lori Spaulding
Recording Secretary

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to

KARSTEN WALLACE

For representing the City of Madison by participating in the Alabama American Legion Boys State Convention, May 25 - 31, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City and Bob Jones High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to

MICHAEL HOWELL

For representing the City of Madison by participating in the Alabama American Legion Boys State Convention, May 25 - 31, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City and Bob Jones High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to

DAVID TETTEY

For representing the City of Madison by participating in the Alabama American Legion Boys State Convention, May 25 - 31, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City and James Clemens High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to

DISHA PATEL

For representing the City of Madison by participating in the Alabama American Legion Auxiliary Girls State Convention, June 1-6, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City and James Clemens High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to

AUTUM GLOVER

For representing the City of Madison by participating in the Alabama American Legion Auxiliary Girls State Convention, June 1-6, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City and Bob Jones High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to
CHRISTIAN WESTER

For representing the City of Madison by participating in the Alabama
American Legion Boys State Convention, May 25 - 31, 2025 at the University
of Alabama.

Congratulations and Thank You for proudly representing our City
and James Clemens High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to

ANNA KATE O'DONNELL

For representing the City of Madison by participating in the Alabama American Legion Auxiliary Girls State Convention, June 1-6, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City and James Clemens High School.

22nd of September, 2025

Mayor



Council President

CITY OF MADISON CERTIFICATE OF RECOGNITION

This certificate is awarded to
REESE CALOMARDE

For representing the City of Madison by participating in the Alabama American Legion Auxiliary Girls State Convention, June 1-6, 2025 at the University of Alabama.

Congratulations and Thank You for proudly representing our City
and Bob Jones High School.

22nd of September, 2025

Mayor



Council President

PROCLAMATION
GYNECOLOGIC CANCER AWARENESS MONTH

WHEREAS, gynecologic cancers are among the leading cancer killers of women in the United States, and more than 125,000 women will be diagnosed and more than 33,000 women will die from these diseases this year and the absence they leave in our hearts will be deeply felt forever; and

WHEREAS, the “A State of Teal” initiative brings awareness of all gynecologic cancers to the people throughout the State of Alabama; and

WHEREAS, the good health and well-being of women in our city and state are enhanced by increased awareness of gynecologic cancers and its symptoms and treatments; and

WHEREAS, it is also crucial that all women take an active role in learning the symptoms and risk factors associated with gynecologic cancers, developing healthy habits, and undergoing regular medical examinations so that any occurrence of these diseases may be detected in the early and treatable stages; and

WHEREAS, we reflect upon the memory of those lost to these diseases, the bravery of those currently battling these diagnoses, and the need for increased awareness, screening, and research so that the women of our state and city might be spared from then in the future, and encourage all citizens to work together to raise awareness of GYN cancers

NOW, THEREFORE,

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

SEPTEMBER 2025

As

GYNECOLOGIC CANCER AWARENESS MONTH

in the City of Madison, Alabama and encourage all residents to work together to raise awareness of GYN 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 22nd day of September, 2025.

Paul Finley, Mayor



RESOLUTION NO. 2025-297-R

**A RESOLUTION PROCLAIMING SEPTEMBER 29, 2025
AS MADISON BOY SCOUT TROOP 350 DAY**

WHEREAS, Boy Scout Troop 350 was chartered in 1995 by St. John the Baptist Catholic Church in Madison, Alabama and has faithfully served our community since its founding; and

WHEREAS, over the past 30 years, Troop 350 has instilled in young men the values of leadership, service, and citizenship, producing 162 Eagle Scouts whose projects have left a lasting impact on Madison and beyond; and

WHEREAS, Troop 350 has consistently contributed to the betterment of our city through community service, outdoor education, and the personal growth of its Scouts.

NOW, THEREFORE, BE IT RESOLVED by the City Council and Mayor of the City of Madison, Alabama, that we recognize and congratulate Boy Scout Troop 350 on its 30th Anniversary, commend its Scouts, leaders, families, and supporters for their dedication, and extend our gratitude for three decades of service to the youth and community of Madison.

READ, APPROVED AND ADOPTED 22nd of September 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-252-R

A RESOLUTION TO ADOPT THE ANNUAL OPERATING BUDGET FOR THE CITY OF MADISON, ALABAMA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND ADOPTING POLICIES FOR THE IMPLEMENTATION OF SAID BUDGET.

WHEREAS, the Mayor, Finance Committee of the City Council, and the Finance Department have proposed a budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; and

WHEREAS, the City Council of the City of Madison, Alabama, desires to adopt an official Annual Operating Budget for the City of Madison, Alabama, for the Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in a regular session on the 22nd day of September 2025, as follows:

1. The Fiscal Year 2026 Annual Operating Budget Documents provide for total use of Beginning Resources, Estimated Revenues and Other Financing Sources as follows:

A. General Fund	\$70,869,256
B. Special Revenue Funds	\$42,514,679
C. Debt Service Funds	\$22,343,148

2. The Fiscal Year 2026 Annual Operating Budget Documents provide for total Estimated Expenditures and Other Financing Uses as follows:

A. General Fund	\$70,869,256
B. Special Revenue Funds	\$42,117,126
C. Debt Service Funds	\$22,343,148

3. The authorized strength of the City's personnel for the 2026 fiscal year is hereby determined to be only those job positions authorized and budgeted for in the salary account (A/C # 1101-00) of each department's budget as of the 1st day of October 2025. Changes to the strength of the City's personnel or any changes to, or creation of, job positions within a department must first be approved by the Human Resource Committee of the City of Madison, Alabama, and then by a majority vote of the City Council of the City of Madison, Alabama.

The authorized strength of the Parks & Recreation Department's seasonal personnel is hereby determined to be established by a total dollar limit based on the combined total of salaries paid to seasonal personnel, not to exceed the budget amount established in the seasonal salary account (A/C # 1105-00) of the department.

4. Step increases for eligible employees of the City of Madison are hereby authorized and directed and said increases shall become effective and given in accordance with the terms and provisions of the amended Personnel Policies and Procedures.

5. A Cost-of-Living Adjustment (COLA) of one percent (1.0%) is hereby authorized and directed. The COLA shall become effective on Monday, October 13, 2025, and shall be given in accordance with the terms and provisions of the amended Personnel Policies and Procedures.
6. The IRS Standard Mileage Rate in place at the time of travel shall be the mileage rate authorized to reimburse City employees for City business trips in lieu of furnishing a City-owned vehicle.
7. All expenditures of City funds for labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property, involving thirty thousand dollars (\$30,000.00) or more, shall be purchased from vendor awarded bids by the North Alabama Cooperative Purchasing Association, National Intergovernmental Purchasing Alliance, Sourcewell Purchasing Cooperative (formerly the National Joint Powers Alliance), National Purchasing Partners, National Cooperative Purchasing Association, U.S. Communities Government Purchasing Alliance, Omnia Partners Public Sector, The Interlocal Purchasing System ("TIPS"), the State of Alabama, or the City of Madison's own bid in accordance with Title 41 of the Code of Alabama. Exceptions are purchases exempt from the Competitive Bid Law of the State of Alabama.
8. All expenditures of one-hundred thousand dollars (\$100,000.00) or more of City funds for construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise is subject to the State of Alabama Public Works Bidding Procedures located in Title 39 of the Code of Alabama.
9. All encumbrances outstanding as of September 30, 2025, are closed to the appropriate fund balances.
10. The Fiscal Policy of the City of Madison allows for Administrative Budget Adjustments. These adjustments occur on the department level. Department Heads may adjust line-items within their departments' budgets if the adjustments do not increase or decrease the department's total overall budget. However, the Finance Committee of the City Council of the City of Madison, Alabama, must review and approve any adjustments within a department for more than six thousand five hundred dollars (\$6,500.00), any adjustments that increase or decrease the personnel services general ledger accounts (salaries, overtime, payroll taxes), and any increases or decreases to capital outlay line-items.
11. Budget adjustments that may cause a net change in the overall budget or changes in funding a capital project require approval by a majority vote of the City Council of the City of Madison, Alabama, except as noted in paragraph 14, below.
12. All travel and related expenditures for both employees and City Council members shall follow the guidelines in the Travel and Training Reimbursement Policies for the City of

Madison, as adopted in Resolution 2022-41-R for City Council members and Resolution 2022-43-R for City Employees.

13. All appropriations to Outside Agencies shall follow the "Guidelines for Funding Outside Agencies" as approved by the Finance Committee of the City Council of the City of Madison, Alabama, on the 14th day of August 2023, by Resolution No. 2023-245-R.
14. The Director of Finance is hereby granted the authority to adjust said annual operating budget for any, and all, donations or grants accepted into the City by the Madison City Council. The vote by the Madison City Council to accept the donation or grant shall be the authorization to amend the annual operating budget. The Beginning Resources, Estimated Revenues, and Other Financing Sources section of the budget shall be adjusted for the donation or grant. In addition, the correct expenditure account line item within the Expenditures and Other Financing Uses section of the budget shall be adjusted for amount of donation or grant.
15. If the following conditions are satisfied, Mayor is hereby authorized to execute agreements and purchase orders with values less than the thresholds required for competitive bidding as described in Sections 7 and 8 of this Resolution No. 2023-235-R and applicable state law. The conditions for qualifying purchases under this Section 15 are as follows:
 - a) The City Council has authorized the expenditures in the FY 2026 budget, as set forth in this Resolution No. 2025-252-R.
 - b) The Department Head requesting a purchase shall use reasonable best efforts to obtain the best price for purchases that qualify under this Section, but Department Heads are not required to seek multiple quotes for qualifying purchases under applicable bid law limits.
 - c) The Department Head requesting a purchase or contracting work below the applicable bid law limit submits the item for review to both the Legal Department and the Finance Department, and both departments must approve pursuant to applicable law and purchasing procedures before the purchase is made or contracting work performed.
 - d) That if the City Attorney advises that the City should enter an agreement for services or contracting work for qualifying purchases, then work will not begin until both the Mayor and vendor or contractor have signed an agreement approved as to form by the City Attorney.
 - e) That any agreement or purchase made under this Section 15 shall be submitted to the Finance Committee for review, as well as the City Council for ratification, at their next regularly scheduled meeting.

READ, APPROVED AND ADOPTED this 22nd day of September 2025.

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

ATTEST:

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

ADOPTED this _____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

**GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2026 Initial Budget**

DATE: 2025-09-10

Description	Audited Actuals 9/30/2023	Audited Actuals 9/30/2024	Actuals as of 7/31/2025	FY 2025 Mid-Year Budget	FY 2026 Initial Budget			
					Department Requested	Mayor Proposed	Finance Comm Proposed	Council Adopted
REVENUES								
Taxes	\$ 42,536,164	\$ 41,319,012	\$ 34,734,991	\$ 41,166,473	\$ 41,270,473	\$ 41,590,473	\$ 41,590,473	\$ -
Licenses and Permits	7,318,374	7,056,045	6,779,448	6,926,431	6,814,226	6,914,226	6,914,226	-
Intergovernmental	4,057,964	87,524	53,976	41,000	51,000	51,000	51,000	-
Charges for Services	2,924,949	4,575,071	4,080,029	4,143,506	4,421,510	4,463,510	4,463,510	-
Fines	1,044,031	1,115,752	941,417	850,000	900,000	900,000	900,000	-
Investment Earnings	1,157,773	1,254,367	752,069	800,000	800,000	800,000	800,000	-
Contributions and Donations	97,738	521,477	117,433	23,059	12,500	12,500	12,500	-
Other Revenues	1,762,588	828,522	850,265	751,109	664,550	764,550	764,550	-
TOTAL REVENUES	60,899,581	56,757,770	48,309,628	54,701,578	54,934,259	55,496,259	55,496,259	-
OTHER FINANCING SOURCES								
Transfers In & Sale of Fixed Assets	623,661	5,226,547	5,662,022	5,654,253	912,662	912,662	912,662	-
TOTAL OTHER FINANCING SOURCES	623,661	5,226,547	5,662,022	5,654,253	912,662	912,662	912,662	-
TOTAL REVENUES AND OTHER FINANCING SOURCES	61,523,242	61,984,317	53,971,650	60,355,831	55,846,921	56,408,921	56,408,921	-
EXPENDITURES								
010 - General Services	11,803,237	11,742,810	11,635,474	12,656,044	8,063,181	7,721,748	7,721,748	-
020 - Police Department	9,495,394	10,018,803	8,633,904	12,005,596	13,801,781	13,091,022	13,091,022	-
030 - Public Works Department	4,026,992	4,690,599	3,763,568	5,938,160	5,940,297	5,983,283	5,983,283	-
040 - City Clerk Department	414,507	401,875	415,937	727,958	679,078	667,709	667,709	-
050 - Parks & Recreation Department	5,000,187	5,804,381	5,148,612	7,511,513	8,383,735	6,615,325	6,615,325	-
060 - Fire & Rescue Department	7,772,548	8,607,704	7,433,388	9,354,196	10,679,853	10,430,762	10,430,762	-
070 - Planning / Economic Development Department	642,400	682,621	566,272	1,127,526	1,008,944	1,015,823	1,015,823	-
080 - Court Clerk Department	1,453,283	1,609,093	1,416,933	1,962,528	2,056,158	2,062,573	2,062,573	-
090 - City Council	196,451	163,058	176,592	299,796	308,408	309,957	266,257	-
100 - Finance Department	681,650	753,979	692,430	868,840	872,910	879,871	879,871	-
120 - Human Resources Department	6,247,100	7,091,310	7,221,597	8,725,377	9,687,581	9,107,635	9,107,635	-
130 - Mayor's Office	436,698	561,226	484,192	650,291	693,983	699,515	731,810	-
140 - Revenue Department	253,133	194,647	194,212	276,396	284,030	286,018	286,018	-
150 - Engineering Department	5,394,130	3,519,301	2,727,427	6,695,636	6,506,207	5,568,105	5,568,105	-
160 - Senior Center Division	371,459	458,160	524,922	937,173	750,714	722,446	722,446	-
170 - Buildings & Ground Control	-	1,715,036	1,786,679	2,366,524	3,073,959	2,482,058	2,482,058	-
180 - Information Technology Department	936,297	1,141,588	1,286,700	1,682,140	1,650,192	1,585,020	1,585,020	-
190 - Legal Department	538,545	528,930	529,369	696,072	787,015	762,505	762,505	-
200 - Building Services Department	1,065,341	782,549	560,816	947,504	887,235	889,286	889,286	-
TOTAL EXPENDITURES	56,729,352	60,467,670	55,199,024	75,429,270	76,115,261	70,880,661	70,869,256	-
OTHER FINANCING USES								
Transfers Out	5,874,200	4,950,000	743,000	743,000	-	-	-	-
TOTAL OTHER FINANCING USES	5,874,200	4,950,000	743,000	743,000	-	-	-	-

GENERAL FUND
BUDGET SUMMARY
REVENUES, OTHER FINANCING SOURCES, EXPENDITURES, OTHER FINANCING USES AND FUND BALANCE
FY 2026 Initial Budget

DATE: 2025-09-10

Description	Audited Actuals 9/30/2023	Audited Actuals 9/30/2024	Actuals as of 7/31/2025	FY 2025 Mid-Year Budget	FY 2026 Initial Budget			
					Department Requested	Mayor Proposed	Finance Comm Proposed	Council Adopted
TOTAL EXPENDITURES AND OTHER FINANCING USES	62,603,552	65,417,670	55,942,024	76,172,270	76,115,261	70,880,661	70,869,256	-
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) TOTAL EXPENDITURES AND OTHER FINANCING USES	(1,080,310)	(3,433,353)	(1,970,374)	(15,816,439)	(20,268,340)	(14,471,740)	(14,460,335)	-
FUND BALANCE - BEGINNING OCT 1	27,176,622	32,784,426	28,271,788	28,271,788	28,271,288	28,271,288	28,271,288	28,271,288
ASSIGNED - (15% of total revenues - by Ordinance)	9,228,486	9,297,648	8,095,748	9,053,375	8,377,038	8,461,338	8,461,338	-
UNASSIGNED	16,867,826	20,053,425	18,205,666	3,401,974	(374,090)	5,338,210	5,349,615	28,271,288
FUND BALANCE - SEPTEMBER 30	\$ 26,096,312	\$ 29,351,073	\$ 26,301,414	\$ 12,455,349	\$ 8,002,948	\$ 13,799,548	\$ 13,810,953	\$ 28,271,288
Fund Balance as percent of Estimated Revenues and Other Financing Sources	42.42%	47.35%	48.73%	23.08%	14.33%	24.46%	24.48%	#DIV/0!

SPECIAL REVENUE FUNDS
FY 2026 Budget
SUMMARY
Part 1 of 2

Description	Storm Water User Fee Fund #11	1/2 cent Sales Tax Capital Replacement Fund #12	1/2 cent Sales Tax Neighborhood Repaving Fund #13	Gas Tax Fund #20	TVA Tax Fund #22	FORBEARANCE Street Repair & Maintenance Fund #29	Town Madison Cooperative District #37	Library Fund #70
REVENUES								
TVA Tax Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 53,000	\$ -	\$ -	\$ -
Motor Fuel (Gas Taxes)	-	-	-	2,172,000	-	-	-	-
Property Taxes - 1/2 mil (for library)	-	-	-	-	-	-	-	638,214
Property Taxes - 5 1/2 mil (for debt)	-	-	-	-	-	-	-	-
Property Taxes - Town Madison Cooperative District	-	-	-	-	-	-	387,027	-
Sales Taxes - 1/2 cent - General Obligation Debt	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Passed 2013	-	1,250,000	1,250,000	-	-	-	-	-
Sales Taxes - 2 Cent - Shoppes of Madison	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Shoppes of Madison	-	-	-	-	-	-	-	-
Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013	-	-	-	-	-	-	-	-
Sales Taxes - Town Madison Cooperative District	-	-	-	-	-	-	3,329,096	-
Sales Taxes - Venue	-	-	-	-	-	-	-	-
Liquor Taxes - Venue	-	-	-	-	-	-	-	-
Liquor Taxes - Town Madison Cooperative District	-	-	-	-	-	-	319,631	-
Lodging Taxes - Venue	-	-	-	-	-	-	-	-
Lodging Taxes - Town Madison Cooperative District	-	-	-	-	-	-	148,104	-
Business Licenses	-	-	-	-	-	-	-	-
Venue Operations Revenue	-	-	-	-	-	-	-	-
Fines	-	-	-	-	-	-	-	-
Intergovernmental (Grants)	-	-	-	-	-	-	-	-
Storm Water Fees	370,000	-	-	-	-	-	-	-
Investment Earnings	25,000	3,000	45,000	200,000	-	3,000	100,000	20,000
Contributions and Donations	-	-	-	-	-	-	-	-
Other Revenues	-	-	-	-	-	52,000	-	-
TOTAL REVENUES	395,000	1,253,000	1,295,000	2,372,000	53,000	55,000	4,283,858	658,214
OTHER FINANCING SOURCES								
Transfers In	-	-	-	-	-	-	1,500,000	650,000
TOTAL OTHER FINANCING SOURCES	-	-	-	-	-	-	1,500,000	650,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	395,000	1,253,000	1,295,000	2,372,000	53,000	55,000	5,783,858	1,308,214
EXPENDITURES								
General Administration	-	-	-	-	34,450	-	-	1,227,505
Police Department	-	-	-	-	-	-	-	-
Public Works Department	-	-	-	1,517,500	-	100,000	-	-
Fire Department	-	-	-	-	-	-	-	-
Engineering Department	614,718	-	1,221,000	318,000	-	-	-	-
Senior Center	-	-	-	-	-	-	-	-
Capital Outlay	-	1,485,186	-	-	-	-	-	-
TOTAL EXPENDITURES	614,718	1,485,186	1,221,000	1,835,500	34,450	100,000	-	1,227,505
OTHER FINANCING USES								
Transfers Out	-	-	-	-	18,550	-	5,316,163	-
Transfers Out	-	-	-	-	-	-	-	-
TOTAL OTHER FINANCING USES	-	-	-	-	18,550	-	5,316,163	-
TOTAL EXPENDITURES AND OTHER FINANCING USES	614,718	1,485,186	1,221,000	1,835,500	53,000	100,000	5,316,163	1,227,505
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)								
TOTAL EXPENDITURES AND OTHER FINANCING USES								
BEGINNING FUND BALANCE - OCTOBER 1	774,941	294,078	2,215,687	6,824,603	711	40,398	3,104,846	775,656
ENDING FUND BALANCE - SEPTEMBER 30	\$ 555,223	\$ 61,892	\$ 2,289,687	\$ 7,361,103	\$ 711	\$ (4,602)	\$ 3,572,541	\$ 856,365

SPECIAL REVENUE FUNDS
FY 2026 Budget
SUMMARY
Part 2 of 2

Description	General Obligation Bond Collection Fund #71	Multi-Purpose Venue Capital Maintenance Fund #73	Municipal Court Fund #74	Multi-Purpose Venue Bond Collection Fund #75	Municipal Government Capital Improvement Fund #76	Federal Forfeiture Fund #77	State Forfeiture Fund #80	CPR Fund #82	TOTAL FY 2024 INITIAL BUDGET
REVENUES									
TVA Tax Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,000
Motor Fuel (Gas Taxes)	-	-	-	-	-	-	-	-	2,172,000
Property Taxes - 1/2 mil (for library)	-	-	-	-	-	-	-	-	638,214
Property Taxes - 5 1/2 mil (for debt)	7,020,357	-	-	-	-	-	-	-	7,020,357
Property Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	387,027
Sales Taxes - 1/2 cent - General Obligation Debt	5,000,000	-	-	-	-	-	-	-	5,000,000
Sales Taxes - 1/2 Cent - Passed 2013	2,500,000	-	-	-	-	-	-	-	5,000,000
Sales Taxes - 2 Cent - Shoppes of Madison	1,850,000	-	-	-	-	-	-	-	1,850,000
Sales Taxes - 1/2 Cent - Shoppes of Madison	460,000	-	-	-	-	-	-	-	460,000
Sales Taxes - 1/2 Cent - Shoppes of Madison - Passed 2013	230,000	-	-	-	-	-	-	-	230,000
Sales Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	3,329,096
Sales Taxes - Venue	-	-	-	425,000	-	-	-	-	425,000
Liquor Taxes - Venue	-	-	-	35,000	-	-	-	-	35,000
Liquor Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	319,631
Lodging Taxes - Venue	-	-	-	2,030,000	-	-	-	-	2,030,000
Lodging Taxes - Town Madison Cooperative District	-	-	-	-	-	-	-	-	148,104
Business Licenses	-	-	-	21,000	-	-	-	-	21,000
Venue Operations Revenue	-	-	-	844,000	-	-	-	-	844,000
Fines	-	-	388,000	-	-	-	-	-	388,000
Intergovernmental (Grants)	-	-	-	-	-	-	-	-	-
Storm Water Fees	-	-	-	-	-	-	-	-	370,000
Investment Earnings	250,000	125,000	30,000	125,000	105,000	-	1,000	-	1,032,000
Contributions and Donations	-	-	-	-	-	-	-	5,250	5,250
Other	-	-	-	-	525,000	-	30,000	-	607,000
TOTAL REVENUES	17,310,357	125,000	418,000	3,480,000	630,000	-	31,000	5,250	32,364,679
OTHER FINANCING SOURCES									
Transfers In	-	8,000,000	-	-	-	-	-	-	10,150,000
TOTAL OTHER FINANCING SOURCES	-	8,000,000	-	-	-	-	-	-	10,150,000
TOTAL REVENUES AND OTHER FINANCING SOURCES	17,310,357	8,125,000	418,000	3,480,000	630,000	-	31,000	5,250	42,514,679
EXPENDITURES									
General Administration	10,000	10,200,000	-	210,000	-	-	-	-	11,681,955
Police Department	-	-	-	-	-	4,000	31,000	-	35,000
Public Works Department	-	-	-	-	-	-	-	-	1,617,500
Fire Department	-	-	-	-	-	-	-	5,200	5,200
Engineering Department	-	-	-	-	-	-	-	-	2,153,718
Senior Center	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	1,485,186
TOTAL EXPENDITURES	10,000	10,200,000	-	210,000	-	4,000	31,000	5,200	16,978,559
OTHER FINANCING USES									
Transfers Out	8,331,262	-	214,000	-	-	-	-	-	13,879,975
Transfers Out	8,062,732	-	-	3,135,860	-	-	-	-	11,198,592
TOTAL OTHER FINANCING USES	16,393,994	-	214,000	3,135,860	-	-	-	-	25,078,567
TOTAL EXPENDITURES AND OTHER FINANCING USES	16,403,994	10,200,000	214,000	3,345,860	-	4,000	31,000	5,200	42,057,126
TOTAL REVENUES AND OTHER FINANCING SOURCES OVER (UNDER)	906,363	(2,075,000)	204,000	134,140	630,000	(4,000)	-	50	457,553
TOTAL EXPENDITURES AND OTHER FINANCING USES									
BEGINNING FUND BALANCE - OCTOBER 1	\$ 22,333,807	2,592,251	1,270,496	6,318,298	2,258,093	1	49,563	14,055	48,867,484
ENDING FUND BALANCE - SEPTEMBER 30	\$ 23,240,170	\$ 517,251	\$ 1,474,496	\$ 6,452,438	\$ 2,888,093	\$ (3,999)	\$ 49,563	\$ 14,105	\$ 49,325,037

DEBT SERVICE FUNDS
CITY OF MADISON & MADISON CITY SCHOOLS
SUMMARY
FY 2026 Budget

Description	CITY FY 2026 Debt Service Fund #48	SCHOOL FY 2026 Debt Service Fund #46	TOTAL FY 2026 BUDGET
OTHER FINANCING SOURCES			
Transfers In - <i>from Fund #71</i>	\$ 8,062,732	\$ -	\$ 8,062,732
Transfers In - <i>from Fund #37</i>	5,316,163	-	5,316,163
Transfers In - <i>from Fund #75</i>	3,135,860	-	3,135,860
Transfers In - <i>from School System</i>	-	5,828,393	5,828,393
TOTAL OTHER FINANCING SOURCES	16,514,755	5,828,393	22,343,148
DEBT SERVICE			
Interest Expense	8,144,755	2,303,393	10,448,148
Payment on Debt	8,370,000	3,525,000	11,895,000
TOTAL DEBT SERVICE	16,514,755	5,828,393	22,343,148
TOTAL OTHER FINANCING SOURCES OVER (UNDER) TOTAL DEBT SERVICE	\$ -	\$ -	\$ -

RESOLUTION NO. 2025-296-R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA,
APPROVING AMENDMENT # 1 TO THE CITY OF MADISON'S GENERAL CAPITAL
IMPROVEMENT FUND (FUND 38); AMENDING A LIST OF SAID CAPITAL
IMPROVEMENT PROJECTS TO BE FUNDED AND CONSTRUCTED OUT OF FUND 38**

WHEREAS the City Council of the City of Madison, Alabama, from time to time adopts a Capital Improvement Plan to address capital needs of the City including Buildings and Facilities, Parks and Recreation, Streets, Sidewalks and Drainage Projects and updates; and

WHEREAS on September 24, 2024, the City Council of the City of Madison, Alabama, adopted Resolution No. 2024-290-R approving the budget for the General Capital Improvement Fund (Fund 38), which represents the current list of approved projects, and

WHEREAS it is the desire of the City Council of the City of Madison, Alabama, to amend the list of projects know as as the General Capital Improvement Fund (Fund 38) to reflect *current revised capital budget amounts and remove completed projects from the project list*.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the *General Capital Improvement Fund (Fund 38) Project Listing (as revised)*, attached to this Resolution and incorporated herein by reference is hereby adopted, and that it is the intent of Council to further the list of projects herein with subsequent funding and other support.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized and directed to take all necessary actions to effectuate payments for the listed projects in accordance with the terms and conditions thereof, subject to funding availability.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd of September 2025.

**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 September 2025.

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

**ATTACHMENT TO
RESOLUTION NO. 2025-296-R
CAPITAL IMPROVEMENT FUND (FUND #38)
LIST OF APPROVED BUDGETED PROJECTS**

Project Identifier	Description	Adopted Original Capital Budget - Resolution No. 2024-290-R	Revised Capital Budget - Resolution No. 2025-296-R
21 024	PUMPHOUSE ROAD - STORM PIPE	\$ 680,000	\$ 605,000
22 008	BRADLEY STREET	\$ -	\$ 675,000
22 016	HUGHES RD / PORTAL/MILL SIGNAL-ADA UPGRADE	\$ 500,000	\$ 505,000
22 022	MADISON BLVD RESURFACING	\$ 1,400,000	\$ 1,250,000
22 023	WALL TRIANA / GOOCH TRAFFIC SIGNAL AND SIDEWALK	\$ 850,000	\$ 700,000
22 024	MILL ROAD SIGNAL AND DITCH IMPROVEMENTS	\$ 3,000,000	\$ 2,850,000
22 036	HSV BROWNSFERRY / BURGEEEN ROUNDABOUT	\$ 1,840,000	\$ 1,840,000
22 038	BURGEEEN / HARDIMAN TRAFFIC SIGNAL	\$ 670,000	\$ 420,000
22 039	SEGGERS / MAECILLE WIDENING	\$ 2,500,000	\$ 2,180,000
22 040	WALL TRIANA/GILLESPIE INTERSECTION IMPROVEMENTS	\$ 550,000	\$ 425,000
23 008	ROYAL DRIVE SIGNAL	\$ 560,000	\$ 780,000
23 010	OLD MADISON PIKE / HUGHES ROAD WIDENING	\$ 1,000,000	\$ 2,200,000
23 011	BALCH / GOOCH ROUNDABOUT	\$ 1,800,000	\$ 1,100,000
23 012	BALCH / BROWNSFERRY ROUNDABOUT	\$ 250,000	\$ 250,000
23 014	MILL SIDEWALK TO TRAILHEAD	\$ 400,000	\$ 270,000
99 001	ROYAL DRIVE - CONSTRUCTION	\$ 2,000,000	\$ 2,500,000
99 013	ANIMAL CONTROL BUILDING - CELTIC DRIVE	\$ 200,000	\$ 645,000
99 014	MAIN BUILDING - ELECTRIC WORK - CELTIC DRIVE	\$ 150,000	\$ 150,000
99 015	PALMER PARK UPGRADES	\$ 400,000	\$ 1,900,000
99 016	BATTING CAGES - WELLNESS CENTER	\$ -	\$ 350,000
99 017	CITY HALL RENOVATION	\$ -	\$ 1,000,000
CELTIC TRAINING	TRAINING COMPLEX - CELTIC DRIVE	\$ 1,200,000	\$ 1,000,000
HEXAGON	HEXAGON - PUBLIC SAFETY ANNEX	\$ 5,738,000	\$ 5,138,000
WAYFINDING	WAYFINDING PROJECT	\$ 300,000	\$ 300,000
99 007	HARDIMAN ROUNDABOUT	PROJECT COMPLETE - BEING REMOVED FROM LIST	\$ -
SUNSHINE PHASE 1	SUNSHINE OAKS PHASE 1	PROJECT COMPLETE - BEING REMOVED FROM LIST	\$ -
THREE SPRINGS	COMMUNITY CENTER RECONSTRUCTION	PROJECT COMPLETE - BEING REMOVED FROM LIST	\$ -
TOTALS		\$ 25,988,000	\$ 29,033,000

RESOLUTION NO. 2025-295-R

**AUTHORIZING FUNDING FROM THE CITY COUNCIL SPECIAL
PROJECTS BUDGET FOR CHRISTMAS DECORATIONS**

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 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 purchase Christmas decorations for the City serves 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 **twenty thousand dollars (\$20,000)**, is authorized from the Council Special Projects budget for the above-described purpose, and payment is hereby authorized, subject to applicable purchasing law and procedure.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-287-R

AMENDED ANNUAL RESOLUTION AUTHORIZING CONTINUING LEVY OF CURRENTLY EXISTING AD VALOREM TAXES IN THE CITY OF MADISON AT EXISTING RATES AND LEVYING ADDITIONAL MUNICIPAL AD VALOREM TAXES FOR PUBLIC SCHOOL PURPOSES IN THE PORTION OF THE CITY OF MADISON SITUATED IN LIMESTONE COUNTY

WHEREAS, *Ala. Code* §11-51-42 imposes on the City Council the duty to levy, during the month of May of each year, a tax on the property situated in the City for the next succeeding tax year at a rate not exceeding the constitutional limit authorized to be levied by the City on the value of such property as assessed for state taxation, as shown on the books of assessment for the state and county tax year ending September 30 next succeeding the levy, and for the Mayor or City Clerk, on or before June 1 next succeeding the levy, to certify and deliver to the Tax Assessor of Madison County and the Revenue Commissioner of Limestone County a copy of the resolution adopted by the Council; and

WHEREAS, the City Council adopted the levy resolution as required by *Ala. Code* §11-51-42 on May 12, 2025, but the City Council desires to adopt this amended Resolution pursuant to the authority granted in Amendment 805 to the Constitution of Alabama; and

WHEREAS, the City Council, by Resolution No. 89-23-R, adopted on May 23, 1989, levied the following ad valorem taxes as authorized by Article XI, Sections 216 and 217, and Amendments 56, 269, and 373 to the Alabama Constitution of 1901, and by a special election and referendum held pursuant to Madison City Ordinance No. 89-11:

- Five and one half (5-1/2) mills for general obligation bond issues and general municipal purposes
- One-half (1/2) mill special library tax
- Seven (7) mills for general municipal purposes; and

WHEREAS, the City Council, by Resolution No. 93-144-R, adopted on May 27, 1993, levied the following ad valorem taxes as authorized by Article XI, Sections 216 and 217, and Amendments 56 and 373, of the Alabama Constitution of 1901, and by Act No. 93-548 and a special election and referendum held on September 28, 1993 pursuant to Ordinance No. 93-85 and Resolution No. 93-58-R of the City Council of the City of Madison:

- Eleven (11) mills for general school purposes; and

WHEREAS, the City Council, by Resolution No. 2009-106-R, adopted on May 26, 2009, as amended by Resolution No. 2009-110-R, levied the following ad valorem taxes as authorized by Amendment 805 to the Constitution of the State of Alabama approved on November 4, 2008, and codified in the Official Recompilation of the Alabama Constitution of 1901, Local Amendments, Limestone County §14:

- Ten and one-half (10-1/2) mills of additional ad valorem tax for public school purposes on all taxable property located in the portion of the City of Madison, Alabama, located in Limestone County, Alabama; and

WHEREAS, the City Council by Resolution No. 2019-277-R adopted on September 24, 2019, levied the following ad valorem taxes as authorized by Amendment No. 373 to the Constitution of the State of Alabama of 1901:

- Twelve (12) mills of additional ad valorem tax for public educational purposes on all taxable property located in the City of Madison, Alabama; and

WHEREAS, a 1 mill county-wide ad valorem tax for public school purposes, and a 4 ½ mill county-wide ad valorem tax for public school purposes previously levied in Limestone County, will expire and no longer be levied as of October 1, 2025, and as a result, effective October 1, 2026 the total levy of ad valorem tax due and collectible for public school purposes in the portion of Limestone County lying within the City of Madison will be five and one-half (5 ½) mills less than the total levy of ad valorem tax levied for public school purposes in the portion of the City of Madison lying within Madison County; and

WHEREAS, Amendment 805 to the Alabama Constitution authorizes the City of Madison “to levy and collect each year, on property located in the part of the city that is situated in Limestone County, such additional ad valorem tax for public school purposes as is necessary to equalize the total rate of all ad valorem tax for public school purposes levied each year on property located in the part of the city that is in Limestone County, with the total rate of all ad valorem tax for public school purposes levied on property located in the part of the city that is in Madison County;” and

WHEREAS, the City Council by this resolution proposes to levy the following ad valorem taxes as authorized by Amendment 805 to the Constitution of the State of Alabama of 1901:

- Five and one-half (5 ½ mills) of ad valorem tax for public school purposes applicable in the portion of the City of Madison located in Limestone County, Alabama on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison located in Limestone County, Alabama; and

WHEREAS, the levy of the above-referenced ad valorem taxes on taxable property located in the City of Madison, Alabama, does not exceed the permissible levy of taxes under the laws and Constitution of the State of Alabama.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, sitting in regular session on this the ____ day of September 2025, as follows:

Section 1. That the City of Madison, Alabama, a municipality located in Madison County and Limestone County within the State of Alabama, does hereby levy the following ad valorem taxes, all as set out below:

- Seven (7) mills for general ad valorem tax purposes as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional five and one-half (5-1/2) mills of ad valorem tax as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100.00 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional one-half (1/2)-mill special library tax to be used exclusively for public library purposes in accordance with Amendment No. 269 of the Constitution of Alabama of 1901 as previously levied by Resolution No. 89-23-R, adopted May 25, 1989, on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional eleven (11) mills of ad valorem tax for general school purposes on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the City of Madison, Alabama.
- An additional ten and one-half (10-1/2) mills of ad valorem tax for public school purposes applicable in the portion of the City of Madison located in Limestone County, Alabama on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison located in Limestone County, Alabama.
- An additional twelve (12) mills of ad valorem tax for general school purposes on each \$100 worth of real estate, personal property and intangibles subject to municipal taxation within the portion of the City of Madison, Alabama.
- **An additional five and one-half (5 ½ mills) of ad valorem tax for public school purposes applicable in the portion of the City of Madison located in Limestone County, Alabama on each \$100 worth of real estate, personal property, and intangibles subject to municipal taxation within the portion of the City of Madison located in Limestone County, Alabama.**

Section 2. That the taxing authorities of Madison County and Limestone County be and they are hereby authorized and directed to assess and collect the ad valorem taxes levied in Section 1 above, and the City Council does hereby certify the said rate of taxation for the purposes outlined above, the same to be assessed and placed on the records of the taxing authorities in Madison County and Limestone County, said assessment and collection to be effective for the tax year beginning October 1, 2025 and ending September 30, 2026, and continuing in subsequent tax years, until repealed.

Section 3. That the taxing authorities of Madison County and Limestone County be, and they are hereby authorized and directed to take all steps and actions necessary for the proper assessment and collection of each of the ad valorem taxes levied by Section 1 of this Resolution.

Section 4. If any clause, phrase, sentence, paragraph, or provision of this Resolution 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.

BE IT FURTHER RESOLVED that the City Clerk-Treasurer of the City of Madison, Alabama, be and hereby is directed to certify this Resolution under the name and seal of the City of Madison, Alabama, and to deliver a certified copy thereof to the following taxing authorities:

- A. To Madison County taxing authorities as follows:
 - (1) Tax Assessor of Madison County, Alabama.
 - (2) License Commissioner of Madison County, Alabama.
 - (3) Tax Collector of Madison County, Alabama.

- B. To Limestone County taxing authorities as follows:
 - (1) Revenue Commissioner of Limestone County, Alabama.
 - (2) License Commissioner of Limestone County, Alabama.

The delivery of the certified copies of this Resolution shall be made immediately upon adoption of this Resolution.

READ, PASSED, AND ADOPTED this _____ day of September 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-255

AN ORDINANCE CHANGING THE NAME AND DESIGNATION OF A CERTAIN PUBLIC STREET LOCATED WITHIN THE CITY OF MADISON, ALABAMA

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 City of Madison on behalf of Breland Companies for the following public street located within the corporate limits of the City of Madison, Alabama, to be changed from its present name and designation as set forth below:

Dunlop Boulevard shall be changed to and hereafter designated
as **Town Madison Boulevard**

SECTION 2. That the Public Works Department of the City of Madison, Alabama, is hereby authorized and directed by the City Council to prepare and install appropriate street signs renaming and redesignating said street as set out hereinabove.

SECTION 3. That all City Departments of the City of Madison, Alabama, shall implement this change, indicating on all official maps of said municipality the change of the street name as set forth above. In addition, thereto, the City Clerk-Treasurer shall cause sufficient copies of this Ordinance as finally adopted to be distributed to all departments of said municipality which shall be affected thereby, including, but not limited to, Fire, Police, Public Works, Engineering, Planning, and Building Departments as well as to all appropriate federal, state, county, and other local agencies and entities requiring notification.

SECTION 4. This Ordinance shall become effective upon its adoption and its final publication as required by law.

READ, PASSED, AND ADOPTED this ____ day of September 2025.

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

ATTEST:

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

APPROVED this _____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama



*Land Development
Commercial • Residential*

July 28, 2025

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

To Whom it May Concern,

Please accept this letter as our request to rename Dunlop Boulevard to Town Madison Boulevard within the City limits of Madison. This will make the street name more consistent through our development and remove some confusion for residents and drivers. We have discussed this name change with the City of Huntsville and while it must go through the process, staff is supportive of changing Dunlop Boulevard to Town Madison within the City of Huntsville up to the train tracks. Additionally, we have spoken to Longleaf Recovery, Ardent Daycare and the ownership of the Roberts apartments and each is supportive of the change as well.

Thank you for your consideration

Sincerely,

Joey Ceci

RESOLUTION NO. 2025-292-R

**A RESOLUTION AUTHORIZING AN AGREEMENT
FOR CONTRACTING SERVICES WITH GEN-CO, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with Gen-Co, Inc., for the performance of generator maintenance services, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor 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 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 Gen-Co, Inc., in the amount(s) 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 22nd day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of September 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and GEN-CO, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform maintenance inspections and annual load bank tests per NFPA on eight (8) total generators across various locations as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated September 8, 2025

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **twenty thousand four hundred dollars (\$20,400)**. Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

4. **Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement, or upon the City’s acknowledgement of Contractor’s fulfillment of the terms of the Scope of Work contained herein. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party. In the event of termination, Contractor shall be entitled to payment only for

services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

5. **Time of the Essence:** Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. **Subcontractors:** Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

7. **Work Conditions:** All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. **Owner Suspension of Work:** Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. **Compliance with Laws:** Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any work hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend,

indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, 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. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

10. Independent Contractor: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others

rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

14. Open Trade: By signing this contract, Contractor 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.

15. Entire Agreement: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

16. 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 the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver: 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.

18. No Third-Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. Conflicts: In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

20. **Headings:** The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. **Notices:**

All notices to the City shall be addressed as follows:
City of Madison Facilities & Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
GEN-CO Inc.
3500 8th Avenue S.W.
Huntsville, Alabama 35805

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of September 2025.

Notary Public

GEN-CO, Inc.
CONTRACTOR

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of GEN-CO, Inc. is signed to the foregoing instrument and who is, or was made, known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of September 2025.

Notary Public



3500 8th Ave S.W.
Huntsville, AL 35805

Huntsville: (256) 319-0382
Birmingham: (205) 508-5775
Toll Free: (844) 310-3885

September 8, 2025

James Dyer
City of Madison
100 Hughes Rd.
Madison, AL 35758

Re: Generator Maintenance Proposal 2025-2026

Dear Mr. Dyer,

Per your request we are pleased to provide pricing for the services listed below:

City Hall Generator #1

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspection
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

City Hall Generator #2

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Rainbow Mountain Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,400.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Fire Station 1 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Fire Station 2 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Fire Station 3 Generator

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Sunshine Oaks

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Public Safety Annex Building

- Perform (1) Annual Planned Maintenance Inspection Including Oil and Filter Change, and (3) Quarterly Planned Maintenance Inspections
 - \$1,800.00
- Perform Annual 2-Hour Load Bank Test per NFPA 110
 - \$800.00

Notes and Exceptions:

1. *GEN-CO, Inc. accepts no responsibility for the failure of your equipment during testing or the failure of the equipment to perform satisfactorily. If your equipment fails, then the expenses to perform repairs or modifications and any expense to re-test after same would be separate and in addition to the above quoted rate. It does not include fuel, oil, coolant or other consumables required to perform testing*
2. *All labor in this proposal is figured for the services being performed during regular business hours, Mon-Fri 7:30am-4:00pm.*

We appreciate the opportunity to provide pricing for our services. Please feel free to contact me with any questions.

Regards,
GEN-CO, Inc.

A handwritten signature in black ink that reads "Jeff Kennedy". The signature is written in a cursive, flowing style.

Jeff Kennedy
Vice-President
Office: 256-319-0382
Cell: 256-929-3508
Email: jkennedy@gen-coinc.com

RESOLUTION NO. 2025-299-R**A RESOLUTION AUTHORIZING AN AGREEMENT FOR CONTRACTING SERVICES
WITH STATE SYSTEMS, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a contractor agreement with State Systems, Inc., for the performance of inspection services of City fire alarm systems, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Contractor 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 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 State Systems, Inc., in the amount(s) 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 22nd day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this _____ day of September 2025, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and State Systems, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH:

1. **Scope of Work:** For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to perform inspection services of fire alarm systems across various locations as specified in Exhibit A (the “Work”) in accordance with the plans, specifications, and directions contained in the following exhibit, which is attached to this Agreement and incorporated into it by reference:

Exhibit A. Contractor’s proposal dated September 11, 2025

2. **Compensation:** For the above-described work as and when satisfactorily performed, Owner agrees to pay Contractor a total sum not to exceed **twenty-four thousand two hundred fifty-six dollars (\$24,256.00) for FY 26, to be paid in quarterly installments of six thousand sixty-four dollars (\$6,064.00)**. Contractor is solely responsible for submission of monthly or quarterly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days. Owner will withhold ten percent (10%) retainage until final acceptance. Contractor will furnish Owner with partial lien waivers on Owner’s forms with each draw request. City will pay the remaining amount to Contractor only after City has inspected and accepted all work to be completed and upon the receipt of a final invoice from Contractor, terms net thirty (30) days. Prior to release of retainage, Contractor will furnish Owner with a one (1) year written warranty, any special warranties required by the plans and specifications, and Final Lien Waivers/Releases from Contractor, any subcontractor and any material suppliers, all on forms supplied by and satisfactory to the Owner.

3. **Additional Services:** Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

4. **Term of Agreement:** This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire one year after the effective date of this Agreement. However, Owner and Contractor may mutually agree in writing to up to two (2), one-year extensions of this Agreement. This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to

the other party. In the event of termination, Contractor shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Contractor as of the date of termination.

5. **Time of the Essence:** Time is of the essence in Contractor's performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. **Subcontractors:** Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner or any contract funds as provided by law or in equity.

7. **Work Conditions:** All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the facility and premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. **Owner Suspension of Work:** Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. **Compliance with Laws:** Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any work hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto. Contractor shall defend, indemnify and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with the Act and its regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

By signing this Contract, 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. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

10. Independent Contractor: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance naming Owner as an additional insured, as well as evidence of required general contractor licensing, all acceptable to Owner, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working

days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

14. Open Trade: By signing this contract, Contractor 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.

15. Entire Agreement: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

16. 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 the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver: 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.

18. No Third-Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. Conflicts: In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

20. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

21. Notices:

All notices to the City shall be addressed as follows:
City of Madison Facilities & Grounds Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

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

All notices to Contractor shall be addressed as follows:
State Systems, Inc.
1861 Vanderhorn Drive
Memphis, TN 38134

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.

The remainder of this page is intentionally left blank. Signature page follows.

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of September 2025.

Notary Public

**STATE SYSTEMS, INC.
CONTRACTOR**

By: _____

Printed: _____

Its: _____

Date: _____

**STATE OF TENNESSEE §
 §
COUNTY OF SHELBY §**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of State Systems, Inc. is signed to the foregoing instrument and who is, or was made, known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public



SERVICE AGREEMENT

Date: 09/11/2025

State Systems, Inc. (SSI)
1861 Vanderhorn Dr
Memphis, TN 38134

City of Madison
228 Mose Chapel Rd
Madison, AL 35758

SERVICES to be PROVIDED:	Price
☒ Fire Station 1 (Fire Alarm, Monitoring, Sprinkler, Semi-annual Kitchen Hood)	\$ 528/Quarter
☒ Fire Station 2 (Fire Alarm, Monitoring, Sprinkler, Semi-annual Kitchen Hood)	\$ 528/Quarter
☒ Fire Station 3 (Sprinkler, Semi-Annual Kitchen Hood)	\$ 210/Quarter
☒ Wellness Center (Fire Alarm, Monitoring, Sprinkler)	\$ 476/Quarter
☒ City Hall (Fire Alarm, Monitoring)	\$ 502/Quarter
☒ Senior Center (Fire Alarm, Emergency Lights, Monitoring – No Cellular Dialer needed)	\$ 399/Quarter
☒ Community Center (Fire Alarm, Monitoring, Sprinkler)	\$ 607/Quarter
☒ Public Works (Fire Alarm, Monitoring, Sprinkler)	\$ 607/Quarter
☒ Dublin Park (Fire Alarm, fire alarm monitoring, Sprinkler)	\$ 440/Quarter
☒ Madison Public Library (Fire Alarm Monitoring)	\$ 174/Quarter
☒ Madison Public Safety Annex (Fire Alarm, Monitoring, Clean Agent)	\$ 1290/Quarter
☒ Fire Extinguishers (All buildings – the current counts for each of the existing buildings)	\$ 237/Quarter
☒ Fire Extinguishers (50 Additional Extinguishers to be inspected – no service included)	\$ 66/Quarter

. Total annual investment for all services listed above for the first year - \$ 6064 Quarterly*

Plus, applicable taxes.

- Period of Agreement shall begin 10/01/2025 and shall continue for (1) year from that date.
- This proposal shall remain valid for a period of ninety (90) days from the above referenced proposal date.
- This proposal is for inspections only and any deficiency or service work that is required as a result of these inspections will be priced accordingly.
- ***This proposal is for quarterly pricing at \$6064/quarter, for an annual sum of \$24,256. If any of the properties listed above are removed from the contract for any reason during the annual agreement, the remaining balance owed will be paid in full prior to termination of that property from the agreement.**
- This proposal and the pages attached shall become an Agreement only upon signature below by SSI and CUSTOMER. No waiver or modification of any terms or conditions of this Agreement shall be binding on SSI unless made in writing and signed by an authorized representative of SSI.

State Systems, Inc.

Signature: _____
(Type or Print Name) _____
Title: _____
Date: _____

CUSTOMER Acceptance:

Signature: _____
Print Name _____
Date: _____
Email: _____

Terms and Conditions

DEFINITIONS

1. "Equipment" means the equipment covered by the Services to be performed under this Agreement, and is identified in the respective work scope attachments under the "Equipment List".
2. "Services" means those services and obligations to be undertaken by SSI in support of CUSTOMER pursuant to this Agreement, as more fully detailed in the attached work scope document(s), which are incorporated herein.

COVERAGE

1. CUSTOMER agrees to provide access to all Equipment covered by this Agreement. SSI will be free to start and stop all primary equipment incidental to the operation of the mechanical, and life safety system(s) as arranged with CUSTOMER's representative.
2. It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached Equipment List. Repair or replacement of non-maintainable parts of the system such as, but not limited to, piping, unit cabinets, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of CUSTOMER.
3. SSI will not reload software, nor make repairs or replacements necessitated by reason of negligence, vandalism or misuse of the Equipment by persons other than SSI or its employees, or caused by lightning, flood or water damage from any source, electrical storm, or other violent weather or by any other cause beyond SSI control. This clause shall supersede and take precedent over any Emergency Service clause or provision contained elsewhere in this Agreement.
4. This Agreement assumes that the systems and/or Equipment included in the attached Equipment List are in maintainable condition. If repairs are necessary upon initial inspection, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly. System equipment deemed to be no longer economically maintainable (obsolete) by SSI will be identified throughout the term of this agreement and brought to the CUSTOMER's attention and may be removed from this specific Agreement or coverage type on the equipment identified may be reduced.
5. Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. SSI shall not be obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to CUSTOMER'S system(s) hereunder.
6. All non-emergency services under this Agreement will be performed between the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays and normal SSI observed Holidays. If for any reason CUSTOMER requests SSI to furnish any labor or services outside of the above stated hours, any overtime or other additional expense occasioned thereby, shall be billed to and paid by CUSTOMER except as may be provided under the Emergency Service section or Special Provisions of this Agreement.
7. CUSTOMER will promptly notify SSI of any malfunction in the system(s) or Equipment covered under this Agreement that comes to CUSTOMER's attention.

PRICE, BILLING, AND TERM

1. CUSTOMER shall pay or cause to be paid to SSI the full price for the Services as specified on the first page of this Agreement. SSI shall submit annual invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within fifteen (15) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by SSI in collecting any past due amounts.
2. SSI may adjust the annual price of this Agreement periodically during the term of this Agreement (either up or down), and CUSTOMER agrees to pay for this negotiated increase or decrease in scope of services to the main Agreement between the CUSTOMER and SSI, if additional systems and equipment are added or deleted to the scope of this Agreement.
3. Following the initial term of this Agreement as noted on Page 1 of this Agreement and titled, "Period of Agreement", this Agreement will automatically renew for successive one (1) year periods unless canceled prior to the anniversary date with at least a thirty (30) day written notice issued by the CUSTOMER. Agreements that are automatically renewed beyond the initial term may be subject to a minimum price increase based on the published U.S. Department of Labor, Consumer Price Index (CPI) at the time of renewal.
4. CUSTOMER agrees to pay any sales, excise, use or other taxes, now or hereafter levied, which SSI may be required to pay or collect in connection with this Agreement.

TERMINATION

1. CUSTOMER may terminate this Agreement for cause after giving SSI thirty (30) days advance written notice. CUSTOMER is responsible for payment of services provided up to cancellation date.
2. SSI may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER thirty (30) days advance written notice.

GENERAL TERMS AND CONDITIONS

1. **Assignment and Delegation:** CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of SSI. SSI may assign its right to receive payment to a third party.
2. CUSTOMER shall be responsible for maintaining all liability and property insurance. No insurer or other third party will have any subrogation rights against SSI.
3. **Hazardous Materials:** CUSTOMER represents and warrants that, except as otherwise disclosed in this in the areas where SSI will undertake work or provide Services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions.

4. CUSTOMER SHALL INDEMNIFY AND HOLD SSI HARMLESS FROM AND

- AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER SUCH MATERIALS, SITUATIONS OR CONDITIONS, REGARDLESS OF WHETHER CUSTOMER HAS PRE-NOTIFIED SSI. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.**
5. **Warranties and Limitation of Liability:** SSI will replace or repair any product SSI provides or CUSTOMER procures under this Agreement that fails within the warranty period (Typically one-year) due to defective workmanship or materials. The failure must not result from CUSTOMER's negligence; or from fire, lightning, water damage, or any other cause beyond SSI control. This warranty applies to SSI fabricated and outside-purchased products. The warranty effective date is the date of CUSTOMER acceptance of the product or the date CUSTOMER begins to receive beneficial use of the product, whichever comes first.
 6. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND SSI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. SSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**
 7. SSI shall not be liable for damages caused by delay or interruption in Services due to fire or flood; corrosive substances in the air or water supply that may enter or otherwise affect sprinkler piping and sprinkler systems including but not limited to biological growth, Calcium Carbonate Deposits and microbiologically influenced corrosion (MIC); strike, lockout, dispute with workmen, inability to obtain material or services, war, acts of God or any other cause beyond SSI reasonable control. Should any part of the system or any Equipment be damaged by fire, water, water leakage, freezing pipes, lightning, acts of God, third parties or any other cause beyond the control of SSI, any repairs or replacement shall be paid for by CUSTOMER.
 8. **Indemnity and Limitation of Liability:** SSI agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under SSI negligent actions or willful misconduct in its performance of the Services. **PROVIDED, THAT NOTHING IN THIS ARTICLE SHALL BE CONSTRUED OR UNDERSTOOD TO ALTER THE LIMITATIONS OF LIABILITY CONTAINED IN THIS ARTICLE OR THE INDEMNIFICATION CONTAINED IN SECTION 4. IN NO EVENT SHALL SSI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, OR CONSEQUENTIAL DAMAGES ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. SUCH INDEMNITY OBLIGATION IS VALID ONLY TO THE EXTENT CUSTOMER GIVES SSI REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIMS AND PERMITS SSI, THROUGH COUNSEL OF ITS CHOICE, TO ANSWER THE CLAIMS AND DEFEND ANY RELATED SUIT.**
 9. The parties further agree that SSI is not an insurer; that the Services purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose the level and scope of services being provided by SSI from a variety of service options; that SSI will not be held liable for any loss, in tort or otherwise, which may arise from the failure of the system(s) and/or service(s) or any errors and omissions in the above referenced specifications. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.
 10. **BECAUSE IT IS IMPOSSIBLE TO ASSESS ACTUAL DAMAGES ARISING FROM THE FAILURE OF A SYSTEM AND/OR SERVICE PROVIDED UNDER THIS AGREEMENT, THE PARTIES AGREE THAT IF ANY LIABILITY IS IMPOSED ON SSI FOR DAMAGES OR PERSONAL INJURY TO EITHER CUSTOMER OR ANY THIRD PARTY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE ANNUAL SERVICE CHARGE OF THIS AGREEMENT.**

MISCELLANEOUS

1. **Extent of Agreement:** Except as and to the extent provided in the Contract, this Agreement represents the entire Agreement between CUSTOMER and SSI for the Services described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the Services described herein.
2. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.
3. SSI shall not be liable for any delay in producing, delivering, installing, or giving advice and technical assistance for any of the equipment or software covered hereunder if such delay shall be due to one or more of the following causes: fire, strike, lockout, dispute with workmen, flood, lightning, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of SSI. In addition, SSI shall not be liable for any delays caused by failure of CUSTOMER, or its agent, or any person or entity not a party hereto, to perform any of its obligations in a timely manner.

DISPUTE RESOLUTION

1. This Agreement shall be deemed to be made in Shelby County, Tennessee, regardless of the location of any office or representative of CUSTOMER, or the location of the equipment, or the place of signing by any party. This Agreement will be governed by Tennessee law. The venue for any claim arising under this Agreement shall be in Shelby County, Tennessee.
2. In the event of a dispute regarding the interpretation or enforcement of this Agreement which results in litigation, the prevailing party shall have its attorney's fees and costs paid by the losing party.



Special Provisions

These Special Provisions are incorporated by reference into and made a part of this Agreement.

1. **After Hours Testing:** Testing of alarm notification appliances and auxiliary functions such as elevator recall and air handler shutdown will be performed after **5:30 PM** Weekdays or on Weekends and will be coordinated with the Building Engineer.
2. **Labor Discount:** As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER labor rate for all repairs and/or emergency service performed while this Agreement is in effect. The preferred CUSTOMER labor rate will be **10%** less than the published hourly rates.
3. **Parts Discount:** As part of this Agreement, CUSTOMER will receive a preferred CUSTOMER discount on all materials purchased on behalf of the CUSTOMER for repairs to systems covered under this Agreement. The preferred CUSTOMER discount will remain in effect while this Agreement is in effect. The preferred CUSTOMER discount will be **20%** less than the List Price.
4. **Access:** The CUSTOMER shall provide all necessary equipment beyond a 12' Ladder to allow SSI personnel to reach inaccessible equipment and peripheral devices. – **OR** – SSI shall provide all lifts, including lift rentals as may be needed to access equipment being tested or maintained under this Agreement. The CUSTOMER agrees to pay for the additional costs associated with the rental of the equipment
6. **Secured Areas** – CUSTOMER agrees to provide free access to secure areas as may be necessary for SSI to perform the required inspections without delay upon arrival at the CUSTOMER's premises. CUSTOMER agrees to provide all necessary security credentials for SSI Personnel and SSI agrees to abide by all CUSTOMER security procedures and policies or CUSTOMER may elect to provide a Security Escort for all SSI personnel as may be required and for the duration of the scheduled inspections.

RESOLUTION NO. 2025-306-R

A RESOLUTION TO CHANGE THE NAME OF THE AIDE TO THE MAYOR TO DIRECTOR OF OPERATIONS AND COMMUNICATIONS

WHEREAS, the City of Madison recognizes the evolving responsibilities and functions associated with the position currently titled "Aide to Mayor;" and

WHEREAS, the current scope of duties performed by the Aide to the Mayor extends beyond traditional administrative support and includes responsibilities related to communications strategy, operations coordination, interdepartmental collaboration, and public engagement; and

WHEREAS, the title "Director of Operations and Communications" more accurately reflects the current role and responsibilities of the position; and

WHEREAS, it is in the best interest of the City to ensure job titles are consistent with professional standards, role clarity, and organizational transparency;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this 22nd day of September 2025, that the following changes be made:

Office of the Mayor Classification Plan Change:

- The position currently titled "Aide to Mayor" shall hereby be renamed "Director of Operations and Communications."
- All references to "Aide to Mayor" in official documents, policies, organizational charts, and communications shall be updated to reflect the new title.
- The duties, salary range, and reporting structure associated with this position shall be reviewed and amended as necessary by the Mayor or appropriate Human Resources authority to align with the revised title.

READ, APPROVED, and ADOPTED this ____ day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2025-301-R**A RESOLUTION AUTHORIZING THE THIRD AMENDMENT
TO THE ARTICLES OF ORGANIZATION
AND APPOINTMENT OF BOARD MEMBERS TO
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA**

WHEREAS, the Health Care Authority of North Alabama d/b/a HealthGroup of Alabama (herein called “the Authority”), was incorporated in Colbert County, Alabama on November 14, 2003 pursuant to Article 11, Chapter 21, of Title 22 of the Code of Alabama, 1975, as amended (the “Act”), and authorized the political subdivision as the City Council of Muscle Shoals; and

WHEREAS, the Authority amended its Certificate of Incorporation to transfer the Authority from the City of Muscle Shoals, Alabama, to the City of Madison, Alabama (“Madison”) in order for Madison to become the political subdivision for the Authority; and

WHEREAS, the Certificate of Incorporation, the First Amendment, and the Second Amendment to the Certificate of Incorporation are attached hereto; and

WHEREAS, the Authority has adopted a Resolution with nominees for each Place and approval of the Third Amendment, which is attached hereto; and

WHEREAS, the Authority has requested that a proper resolution be adopted by the City Council of Madison authorizing the filing of the attached Third Amendment to the Articles of Organization and the appointment of Authority board members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City of Madison has reviewed the Third Amendment to the Articles of Organization and has reviewed the list of names submitted by the Authority for consideration by the City of Madison; and

BE IT FURTHER RESOLVED that:

1. The Third Amendment to the Articles of Organization is hereby approved;
2. The following persons shall be appointed as board members to the Authority Board with their respective terms:

<u>Place</u>	<u>Term</u>
1. Mike Goodman	September 30, 2031
2. Jim Bolte	September 30, 2031
3. Janice Johnson	September 30, 2031

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama

CERTIFICATION

I, Lisa Thomas, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify, that the attached Resolution No. 2025-301-R is a true and correct copy of said resolution as was adopted by the Madison City Council at a regular meeting held September 22, 2025, designated as Minutes No. _____.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the City of Madison, Alabama, on this the ____ day of _____, 2025.

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

STATE OF ALABAMA)
)
COUNTY OF MADISON)

TO: THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA

APPLICATION TO AMEND THE

CERTIFICATE OF INCORPORATION

OF

THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a

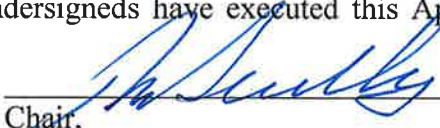
HEALTHGROUP OF ALABAMA

THE UNDERSIGNEDS, desiring to amend and restate the Certificate of Incorporation pursuant to the provisions of Section 22-21-315 of the *Code of Alabama*, 1975, and being the Chair and Secretary of The Health Care Authority of North Alabama d/b/a HealthGroup of Alabama, do hereby make, execute and file this Application with the City Council of the City of Madison, Alabama, the governing body of said city, seeking permission to amend the Certificate of Incorporation and respectfully state the following:

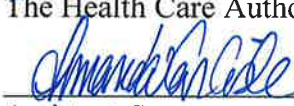
- 1. The Health Care Authority of North Alabama (the “Authority”) is an existing health care authority duly authorized by the City Council of the City of Madison, Alabama.
- 2. The Board of Directors of The Health Care Authority of North Alabama desire to restructure the Board of the Authority.

NOW, THEREFORE, the undersigneds respectfully request that the City Council pass a resolution finding and determining as a matter of fact that it is wise, expedient, necessary or advisable that the Certificate of Incorporation (attached hereto) be amended, declaring that the City Council has reviewed the application, and approved the proposed Third Amendment to Certificate of Incorporation of the Authority, and authorizes the undersigned as Chair and Secretary to file such Third Amendment to Certificate of Incorporation in the Office of the Judge of Probate of Madison County, and otherwise take such action as is necessary.

IN WITNESS WHEREOF, the undersigneds have executed this Application this 3rd day of September, 2025.



Chair,
The Health Care Authority of North Alabama



Assistant Secretary
The Health Care Authority of North Alabama

EXHIBIT "A"
THIRD AMENDMENT TO CERTIFICATE OF INCORPORATION OF
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA

**THIRD AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
THE HEALTH CARE AUTHORITY OF
NORTH ALABAMA D/B/A HEALTHGROUP OF ALABAMA**

TO: THE HONORABLE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA

The undersigned Chair and Secretary of The Health Care Authority of North Alabama d/b/a HealthGroup of Alabama (the “Authority”), authorized to further the public interests of Alabama health care authority hospitals hereby amend the Certificate of Incorporation of The Health Care Authority of North Alabama (the “Corporation”) pursuant to the provisions of Section 22-21-315, et seq. of the Code of Alabama, 1975, as amended (the “Code”). The Chairman and Secretary do make, sign and file this Third Amendment to Certificate of Incorporation under the provisions of said Code as follows:

1. The name of the corporation is THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a HEALTHGROUP OF ALABAMA.
2. The Health Care Authority of North Alabama hereby amends the appointment process for the Board of Directors to change the number and terms for the board members:

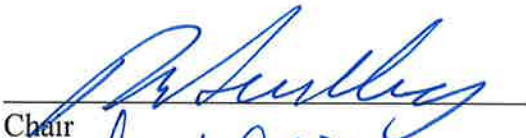
The number of directors of the Authority shall be five (5) directors as follows:

- a. The Authority shall nominate a slate of three (3) persons for each board (“Authority Board Member”); and
- b. The Authority shall submit the slate of names for each director place to the City Council of the City of Madison and the City Council of the City of Madison will select one person from the list of names for each place.
- c. The Authority shall appoint two (2) At-Large board members.
- d. The term of office of each Authority Director and At-Large Directors shall be six (6) years, ending September 30, 2031.
- e. The Board of Directors of the Authority shall, not more than ninety (90) days nor less than ten (10) days prior to the expiration of the term of office of the Authority Director, submit to the City Council of the City of Madison, in writing, a list of the names of the person(s) proposed by resolution duly adopted by the Board of Directors of the Authority as nominees for each such Authority Director; provided, that the Board of Directors shall in such resolution propose the names of not less than three (3) persons for each director position; and provided further, that no name shall be so proposed by the Board of Directors if: (i) the election of such person by the City Council of Madison would contravene any provision of the Certificate of Incorporation or of law applicable to the Corporation, or (ii)

such person is otherwise not qualified hereunder or under applicable provisions of law to occupy the place or seat in question. The City Council of Madison shall appoint a person to occupy the place or seat in question only from the list of persons whose names were so submitted to it by the Board of Directors of the Authority.

- f. In accordance with applicable provisions of the aforesaid Code, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the Board of Directors of the Authority (resulting from the death or resignation of director or cause other than the expiration of the state term of a director) shall be elected to serve for the unexpired term applicable to such vacancy.
3. Resolutions approving this Third Amendment from The Health Care Authority of North Alabama and the City Council of the City of Madison are attached hereto.
 4. All other sections of the Certificate of Incorporation shall remain valid and in force as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 3rd day of September, 2025.


Chair


Assistant Secretary

RESOLUTION

The Health Care Authority of North Alabama (“the Authority”)

WHEREAS, the City Council of the City of Madison appointed five members to the Authority board;

WHEREAS, the board members have continued to serve since their terms expired on June 30, 2021;

WHEREAS, the Authority desires to amend the Articles of Incorporation to change the process and the number of board members from the five (5) to three (3) members that are appointed by the City Council of the City of Madison;

WHEREAS, the Third Amendment provides that the Authority shall appoint two (2) At-Large members to the Authority board;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Third Amendment to the Articles of Incorporation is hereby approved;
2. That the following names shall be submitted to the City Council of the City of Madison for Place 1, 2, and 3 and the Authority requests the City Council to appoint one member from the list of names for each Place:

Place 1

1. Mike Goodman
2. Frank M. Caprio
3. Kerry Fehrenbach

Place 2

1. Jim Bolte
2. Phil Bentley
3. Tom Caldwell

Place 3

1. Janice Johnson
2. Burr Ingram
3. Michael McFadden, M.D.

3. The Authority shall appoint two (2) At-Large board members upon approval of the Third Amendment to the Articles of Incorporation.

Approved by the Authority on the 3rd day of September, 2025.

Chair

Assistant Secretary

BAKER DONELSON

BEARMAN, CALDWELL & BERKOWITZ, PC

BLACKWELL MEDICAL TOWER
201 SIVLEY ROAD, SUITE 2
HUNTSVILLE, AL 35801

www.bakerdonelson.com

JOE W. CAMPBELL, SHAREHOLDER
Direct Dial: 256.265.2432
Direct Fax: 256.265.2839
E-Mail Address: joe.campbell@hhsys.org

September 8, 2025

Megan E. Zingarelli, City Attorney
City of Madison
100 Hughes Road
Madison, Alabama 35758
megan.zingarelli@madisonal.gov

RE: Application to Amend Certificate of Incorporation and appoint new board members

Dear Megan:

As the City Council of the City of Madison is the appointing authority for Board member of the Health Care Authority of North Alabama d/b/a HealthGroup of Alabama (HGA), please see the Application to adopt the Third Amendment that will require City Council approval and, in addition, attached is the Resolution with a list of nominations for Places 1, 2, and 3 for the term October 1, 2025 to September 30, 2031.

In accordance with the Third Amendment to the Certificate of Incorporation for HGA, the names of the three nominees for each Place are submitted for the City Council's consideration. The City Council is authorized to select one person for each Place from the list provided.

Sincerely,



Joe W. Campbell
Legal Counsel,
The Health Care Authority of North Alabama

2003 50 924

**CERTIFICATE OF INCORPORATION
OF
THE HEALTH CARE AUTHORITY OF
NORTH ALABAMA D/B/A HEALTHGROUP OF ALABAMA**

TO: THE HONORABLE JUDGE OF PROBATE OF COLBERT COUNTY, ALABAMA

The undersigned Ronald G. Pace, Tom V. Whatley and Roy F. Rudolph, as incorporators authorized to further the public interests of five North Alabama health care authority hospitals, *i.e.*, **The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital; The Health Care Authority of Morgan County - City of Decatur d/b/a Decatur General Hospital; The Healthcare Authority of Athens - Limestone County d/b/a Athens-Limestone Hospital; The Marshall County Health Care Authority d/b/a Marshall Medical Center North and Marshall Medical Center South and The Health Care Authority of Lauderdale County and the City of Florence, Alabama d/b/a Coffee Health Group (herein collectively referred to as the "Authority Hospitals")**, and by incorporating a Health Care Authority under the provisions of Section 22-21-310, et seq. of the Code of Alabama, 1975, as amended (Act No. 82-418 enacted at the 1982 Regular Session of the Legislature of Alabama) (the "Act"). The incorporators, each of whom is over the age of nineteen years, do make, sign and file this Certificate of Incorporation under the provisions of said Act as follows:

1. The name of the corporation shall be **THE HEALTH CARE AUTHORITY OF NORTH ALABAMA, d/b/a HEALTHGROUP OF ALABAMA** (the "Corporation").
2. The duration of the existence of the Corporation shall be perpetual, unless it shall be sooner dissolved by proceedings taken pursuant to said Act.

3. The name of the municipality and the incorporation thereof under said Act, is the City of Muscle Shoals, Alabama (herein called "the City"), and the date on which the governing body thereof adopted a resolution authorizing the incorporation of the Corporation is October 20, 2003. 2003 50 925

4. The principal office of the Corporation shall be located at 203 West Avalon Avenue, Suite 300, Muscle Shoals, Alabama 35661.

5. The purpose for the creation of a new and distinct health care authority is to provide a mechanism for the Authority Hospitals to become sufficiently integrated to allow for various joint efforts, including but not limited to, joint purchasing of equipment and supplies, joint development of services and joint negotiation of contracts, including contracts with third party payors and to contract jointly for insurance coverage. The Corporation is being incorporated pursuant to the provisions of, and for the purposes set forth in the Act and shall henceforth have all powers and authorities specified therein and in any amendment thereof heretofore or hereafter made, and all other powers and authorities heretofore or hereafter conferred, by the laws of Alabama not in conflict with the said Act as heretofore or hereafter amended, (a) upon corporations organized under said Act, and (b) upon corporations generally.

6. Without in any way limiting the generality of the foregoing, it is hereby expressly stated that the Corporation shall have the same power of eminent domain as is vested by law in the City, to be exercised in the same manner and under the same conditions as are provided by law for the exercise of the power of eminent domain by the City, subject, however, to the provisions of Section 22-21-319 of the Code of Alabama, 1975, as amended, and Section 10 of said Act.

2003 50 925

7. The number of directors of the Corporation shall be three directors from each Authority Hospital, and two (2) At-Large Directors that are residents of the City of Muscle Shoals, provided the total number of directors is an odd number. The directors shall be appointed as follows:

- a. Each place or seat on the Board of Directors of the Corporation shall be assigned a place or seat number.
- b. Each Authority Hospital shall be designated three (3) places on the Board, with one of the places for each Authority Hospital designated for a physician director.
- c. The physician directors from each Authority Hospital ("Physician Directors") shall be elected by the respective Authority Hospital and approved by the Corporation and shall not require City approval.
- d. The directors designated as the At-Large directors ("At-Large Directors") shall be selected from a panel of three names submitted by the Board of Directors of the Corporation to the City. The At-Large Directors must be residents of Muscle Shoals, Alabama. In the event there is an increase or decrease of Authority Hospitals which results in an even number of directors, the At-Large Director whose term expires immediately following the change in board composition shall not be reappointed.
- e. The Board of Directors of the Corporation shall, not more than ninety (90) nor less than ten (10) days prior to the expiration of the term of office of each non physician director (or in the case of a vacancy resulting from the death or resignation of such director or from a cause other than the expiration of the stated term of office of such director, within thirty (30) days following the occurrence of such vacancy), submit to the City, in writing, a list (1) specifying the place or seat number of the director

2003 50 926

2007-50-927
 whose term of office is to expire or as to which a vacancy otherwise exists, and 227
 setting forth the names of those persons proposed by resolution duly adopted by the
 Board of Directors of the Corporation as nominees for such place or seat; provided,
 that the Board of Directors shall in such resolution propose the names of not less than
 three persons; and provided further, that no person's name shall be so proposed by the
 board of directors if (i) the election of such person by the City would contravene any
 provision of this Certificate of Incorporation or of law applicable to the Corporation,
 or (ii) such person is otherwise not qualified hereunder or under applicable provisions
 of law to occupy the place or seat in question. The City shall elect a person to occupy
 the place or seat in question only from the list of persons whose names were so
 submitted to it by the Board of Directors of the Corporation.

- f. The term of office of each At-Large Director shall be six (6) years.
- g. The term of office for the Physician Directors shall be two (2) year terms.
- h. The term of office for all other directors shall be six (6) year staggered terms.
- i. In accordance with applicable provisions of the aforesaid Act, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the board of directors of the Corporation (resulting from the death or resignation of director or cause other than the expiration of the stated term of a director) shall be elected to serve for the unexpired term applicable to such vacancy.

2007 50 927

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Those persons (hereinafter named) currently serving as directors of the Corporation shall continue to serve as directors of the Corporation for the respective terms and in the respective places hereafter specified as.:

<u>Directors</u>	<u>Authority Hospital</u>	<u>Term</u>	<u>Place Number</u>
John W. Eubanks	Athens Limestone	June 30, 2004	1
James D. Moffatt	Athens Limestone	June 30, 2008	2
Acker Rogers	Coffee Health Group	June 30, 2004	3
Mrs. Thelma Robinson	Coffee Health Group	June 30, 2008	4
John D. Davis (Jack)	Decatur General	June 30, 2006	5
William Wyker	Decatur General	June 30, 2004	6
Jack Batchelor, D.M.D.	Huntsville Hospital	June 30, 2004	7
Joseph Dowdle, Ph.D.	Huntsville Hospital	June 30, 2006	8
Gary Beam	Marshall Medical	June 30, 2006	9
Julian F. Sparks, D.M.D.	Marshall Medical	June 30, 2008	10

At-Large Directors

Tom V. Whatley	At-Large	June 30, 2006	11
Roy F. Rudolph	At-Large	June 30, 2008	12

Physician Directors

	<u>Authority Hospital</u>	<u>Term</u>
Frank Cauthen, M.D.	Athens Limestone	June 30, 2005
William A. Hobbs, M.D.	Coffee Health Group	June 30, 2005
William Whitley, M.D.	Decatur General	June 30, 2004
Richard A. Finch, M.D.	Huntsville Hospital	June 30, 2005
Donald Slappey, M.D.	Marshall Medical	June 30, 2004

9. If any of the aforesaid persons, or any successor thereto, should die, resign, become incapable of acting (or disqualified to act) as a director of the Corporation or otherwise vacate his/her office as such prior to the date of ending of the applicable current term shown above, a successor to serve for the unexpired term shall be elected by the governing body of the City, in accordance with and subject to the preceding provisions of Section (7).

2003 50 928

2003 50 929

10. The Corporation shall have the ability to unilaterally add or delete Authority Hospitals to the Corporation by providing a resolution of the Corporation to the City Council notifying of the addition or deletion of Authority Hospitals to the Corporation.

11. The Corporation shall be permitted to affiliate with other health care Authority Hospitals as nonvoting members of the Corporation. Affiliate members will not have board of directors representation.

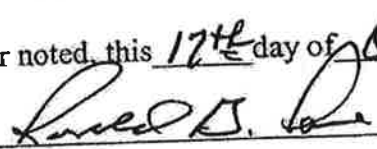
12. The Corporation will adopt bylaws consistent with this Certificate of Incorporation and the Act.

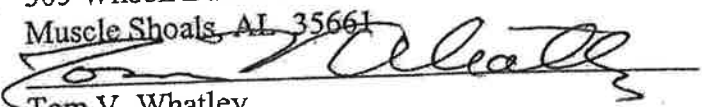
13. The Corporation's Bylaws shall define the voting rights of the directors.

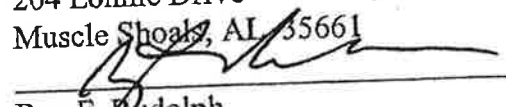
14. Upon any dissolution of the Corporation, title to all its assets and property shall, subject to any constitutional provision or inhibition to the contrary, thereupon vest in the respective Authority Hospitals according to the Bylaws.

15. The Corporation shall be a public corporation, and no part of the net earnings thereof shall inure to any individual or private corporation.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 17th day of October, 2003.


 Ronald G. Pace
 305 Wilson Dam Road
 Muscle Shoals, AL 35661


 Tom V. Whatley
 204 Lonnie Drive
 Muscle Shoals, AL 35661


 Roy F. Rudolph
 105 Brooke Drive
 Muscle Shoals, AL 35661

2003 50 929

STATE OF ALA. COLBERT CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

50 930

2003 NOV 14 AM 10:47

RECORDED BOOK & PAGE SHOWN
DEED _____ MTG. TAX _____

A. Thomas Cassell
CLERK OF PROBATE

STATE OF ALABAMA)
COUNTY OF Lauderdale

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ronald G. Pace, whose name as an incorporator 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand, this the 17th day of October, 2003.

Candice Townsend
NOTARY PUBLIC
My commission expires: 1-5-04

STATE OF ALABAMA)
COUNTY OF Colbert

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Tom V. Whatley, whose name as an incorporator 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand, this the 17th day of October, 2003.

Susan Phillips
NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES 03/10/2004

STATE OF ALABAMA)
COUNTY OF Colbert

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Roy F. Rudolph, whose name as an incorporator 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand, this the 17th day of October, 2003.

Susan Phillips
NOTARY PUBLIC
My commission expires: MY COMMISSION EXPIRES 03/10/2004

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2003 50 930

Nancy L. Worley
Secretary of State

2003 50 923
P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

an examination of the domestic corporation records on file in this office discloses that the name The Health Care Authority of North Alabama is not identical with the name of any other corporation in this state or so nearly similar thereto as to lead to confusion and uncertainty. I further certify that this certificate is made pursuant to the provisions of Section 22-21-315 (d) (2) Code of Alabama 1975.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.



10/28/03

2003 50 923

Date

Nancy L. Worley
Nancy L. Worley

Secretary of State

NO change
Sec. 22-21-333

**FIRST AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
THE HEALTH CARE AUTHORITY OF
NORTH ALABAMA D/B/A HEALTHGROUP OF ALABAMA**

TO: THE HONORABLE JUDGE OF PROBATE OF COLBERT COUNTY, ALABAMA

The undersigned authorized to further the public interests of five North Alabama health care authority hospitals, *i.e.*, **The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital; The Health Care Authority of Morgan County - City of Decatur d/b/a Decatur General Hospital; The Healthcare Authority of Athens - Limestone County d/b/a Athens-Limestone Hospital; and The Marshall County Health Care Authority d/b/a Marshall Medical Center North and Marshall Medical Center South; (herein collectively referred to as the "Authority Hospitals")**, and the adoption of appropriate resolutions by The Health Care Authority of North Alabama and the City Council of Muscle Shoals, Alabama, hereby amend the Certificate of Incorporation of The Health Care Authority of North Alabama (the "Corporation") pursuant to the provisions of Section 22-21-315, et seq. of the Code of Alabama, 1975, as amended (the "Code"). The chairman and secretary do make, sign and file this First Amendment to Certificate of Incorporation under the provisions of said Code as follows:

1. The name of the corporation shall be THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a HEALTHGROUP OF ALABAMA.
2. The Health Care Authority of Lauderdale County and the City of Florence shall be removed as member of The Health Care Authority of North Alabama as of June 30, 2010.

3. Colbert County – Northwest Alabama Health Care Authority d/b/a Helen Keller Hospital and Red Bay Hospital shall be added as a new member of The Health Care Authority of North Alabama effective July 1, 2010.

4. The Health Care Authority of North Alabama hereby amends the number of Board of Directors and the manner of appointment as follows:

The number of directors of the Corporation shall be eleven (11) directors. The Board of Directors shall consist of one (1) director from each Authority Hospital, one (1) At-Large Director, and five (5) directors who are the Chief Executive Officers from each Authority Hospital who shall serve in an ex officio capacity on the Board. The directors shall be appointed as follows:

- a. Each Authority Hospital shall nominate three (3) persons for each director (“Authority Director”) to the Board of Directors of the Corporation.
- b. One (1) director designated as the At-Large director (the “At-Large Director”) shall be appointed by the Muscle Shoals City Council from three (3) names presented to the Muscle Shoals City Council from the Board of Directors of the Corporation.
- c. The remaining five (5) directors shall be the Chief Executive Officers of the Authority Hospitals (the “CEO Directors”) who shall serve in an ex officio capacity for a term concurrent with employment as the CEO of the Authority Hospital but shall be reappointed every six (6) years. The Corporation shall provide the names of the CEO Directors to the Muscle Shoals City Council.
- d. The term of office of each Authority Director and At-Large Director shall be two (2) years.

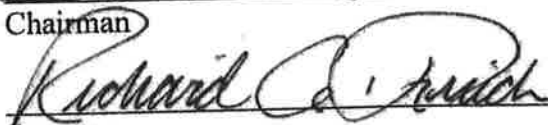
- e. The Board of Directors of the Corporation shall, not more than ninety (90) days nor less than ten (10) days prior to the expiration of the term of office of the Authority Director or At-Large Director, submit to the City, in writing, a list of the names of the person(s) proposed by resolution duly adopted by the Board of Directors of the Corporation as nominees for such Authority Director or At Large Director ; provided, that the Board of Directors shall in such resolution propose the names of not less than three (3) persons for each director position; and provided further, that no name shall be so proposed by the Board of Directors if: (i) the election of such person by the City would contravene any provision of this Certificate of Incorporation or of law applicable to the Corporation, or (ii) such person is otherwise not qualified hereunder or under applicable provisions of law to occupy the place or seat in question. The City shall appoint a person to occupy the place or seat in question only from the list of persons whose names were so submitted to it by the Board of Directors of the Corporation.
- f. In accordance with applicable provisions of the aforesaid Code, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the Board of Directors of the Corporation (resulting from the death or resignation of director or cause other than the expiration of the stated term of a director) shall be elected to serve for the unexpired term applicable to such vacancy.

5. All other sections of the Certificate of Incorporation shall remain valid and in force as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this 16th day of November, 2010



Chairman



Secretary

This Document Was Prepared By:
Joe Campbell, Esq.
Lanier Ford Shaver & Payne
P.O. Box 2087
Huntsville, AL 35804

STATE OF ALABAMA

COLBERT COUNTY

RESOLUTION NUMBER 2472 - 10

**A RESOLUTION APPROVING AN APPLICATION SEEKING
PERMISSION TO AMEND THE CERTIFICATE OF INCORPORATION OF
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a
HEALTHGROUP OF ALABAMA**

**WHEREAS, THE CITY COUNCIL OF THE CITY OF MUSCLE SHOALS,
ALABAMA (herein call the "City Council") FINDS AS FOLLOWS:**

Section 1. Findings. The Chairman and Secretary of THE HEALTH CARE AUTHORITY OF NORTH ALABAMA , d/b/a HEALTHGROUP OF ALABAMA (herein called "the Authority") have filed with the Council an Application to Amend the Certificate of Incorporation of Authority under Section 22-21-315 of the *Code of Alabama*, 1975, as amended, a copy of which has been made a part of the minutes of this meeting of the City Council.

Section 2. Form of First Amendment to Certificate of Incorporation. The proposed First Amendment to Certificate of Incorporation is attached hereto as Exhibit "A."

Section 3. The Chairman and Secretary of the Authority have requested that a proper resolution be adopted by the City Council to approve and adopt the First Amendment to Certificate of Incorporation and authorize the Chairman and Secretary to proceed to sign and file the First Amendment to Certificate of Incorporation for the Authority.

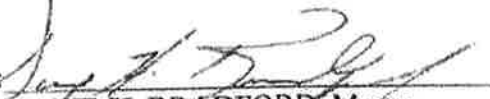
NOW THEREFORE, BE IT RESOLVED by the City Council that said Application, which the City Council has reviewed, is regular in all respects and complies with all requirements of the laws of Alabama.

BE IT FURTHER RESOLVED, that permission is hereby granted to the Chairman and Secretary and they shall be and hereby are authorized to proceed to sign and acknowledge and cause to be filed for record the First Amendment to Certificate of Incorporation attached hereto as Exhibit "A."

The form of First Amendment to Certificate of Incorporation attached to the aforesaid Application and set forth above is hereby approved by the City Council.

ADOPTED this 20th day of December, 2010.

THE CITY COUNCIL OF
MUSCLE SHOALS, ALABAMA

By: 
DAVID H. BRADFORD, Mayor

Authenticated:


RICHARD L. WILLIAMS, City Clerk

APPROVED this 20th day of December, 2010.


Mayor

I, Richard L. Williams, as City Clerk of the City of Muscle Shoals, Alabama, hereby certify that this and the one (1) preceding pages constitute a true, correct and complete copy of Resolution No. 2472-10 duly adopted by the City Council of said City at a meeting thereof held on December 20th, 2010, as the same appears in the records of said City, and that said resolution has not been amended, altered or repealed and is still in full force and effect.

WITNESS my signature, as said City Clerk, under the seal of said City, this 21st day of December, 2010.

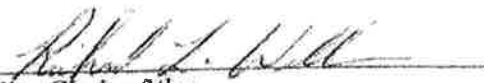

City Clerk of the
City of Muscle Shoals, Alabama

EXHIBIT "A"
FIRST AMENDMENT TO CERTIFICATE OF INCORPORATION OF
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA

**SECOND AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
THE HEALTH CARE AUTHORITY OF
NORTH ALABAMA D/B/A HEALTHGROUP OF ALABAMA**

TO: THE HONORABLE JUDGE OF PROBATE OF COLBERT COUNTY, ALABAMA

The undersigned Chair and Secretary of The Health Care Authority of North Alabama d/b/a HealthGroup of Alabama and its members, authorized to further the public interests of five North Alabama health care authority hospitals, *i.e.*, **The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital; HH Health System – Morgan, LLC, a wholly-owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Decatur Morgan Hospital; HH Health System – Athens Limestone, LLC, a wholly-owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Athens-Limestone Hospital; The Marshall County Health Care Authority d/b/a Marshall Medical Center North and Marshall Medical Center South; and Colbert County – Northwest Alabama Health Care Authority d/b/a Helen Keller Hospital and Red Bay Hospital** (herein collectively referred to as the “Authority Hospitals”), hereby amend the Certificate of Incorporation of The Health Care Authority of North Alabama (the “Corporation”) pursuant to the provisions of Section 22-21-315, et seq. of the Code of Alabama, 1975, as amended (the “Code”). The Chairman and Secretary do make, sign and file this Second Amendment to Certificate of Incorporation under the provisions of said Code as follows:

1. The name of the corporation is THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a HEALTHGROUP OF ALABAMA.
2. The Health Care Authority of Morgan County – City of Decatur d/b/a Decatur General Hospital shall be removed as a Member, and HH Health System – Morgan, LLC, a wholly-

owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Decatur Morgan Hospital shall be substituted as a Member as of September 1, 2012.

3. The Healthcare Authority of Athens - Limestone County d/b/a Athens-Limestone Hospital shall be removed as a Member, and HH Health System – Athens Limestone, LLC, a wholly-owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Athens-Limestone Hospital shall be substituted as a Member as of December 1, 2015.

4. The Health Care Authority of North Alabama hereby amends the appointment process for the Board of Directors to change the governing body of the authorizing subdivision from the City Council of Muscle Shoals to the City Council of Madison as follows:

The number of directors of the Corporation shall be eleven (11) directors. The Board of Directors shall consist of one (1) director from each Authority Hospital, one (1) At-Large Director, and five (5) directors who are the Chief Executive Officers from each Authority Hospital who shall serve in an ex officio capacity on the Board. Upon the expiration of the current terms, the directors shall be appointed as follows:

- a. Each Authority Hospital shall nominate three (3) persons for each director (“Authority Director”) to the Board of Directors of the Corporation.
- b. One (1) director designated as the At-Large director (the “At-Large Director”) shall be appointed by the City Council of Madison from three (3) names presented to the City Council of Madison from the Board of Directors of the Corporation.
- c. The remaining five (5) directors shall be the Chief Executive Officers of the Authority Hospitals (the “CEO Directors”) who shall serve in an ex officio capacity for a term concurrent with employment as the CEO of the Authority Hospital but

shall be reappointed every six (6) years. The Corporation shall provide the names of the CEO Directors to the City Council of Madison.

- d. The term of office of each Authority Director and At-Large Director shall be two (2) years, ending June 30, 2019.
- e. The Board of Directors of the Corporation shall, not more than ninety (90) days nor less than ten (10) days prior to the expiration of the term of office of the Authority Director or At-Large Director, submit to the City Council of Madison, in writing, a list of the names of the person(s) proposed by resolution duly adopted by the Board of Directors of the Corporation as nominees for such Authority Director or At Large Director; provided, that the Board of Directors shall in such resolution propose the names of not less than three (3) persons for each director position; and provided further, that no name shall be so proposed by the Board of Directors if: (i) the election of such person by the City Council of Madison would contravene any provision of this Certificate of Incorporation or of law applicable to the Corporation, or (ii) such person is otherwise not qualified hereunder or under applicable provisions of law to occupy the place or seat in question. The City Council of Madison shall appoint a person to occupy the place or seat in question only from the list of persons whose names were so submitted to it by the Board of Directors of the Corporation.
- f. In accordance with applicable provisions of the aforesaid Code, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the Board of Directors of the Corporation

OFRD 2017 11833

(resulting from the death or resignation of director or cause other than the expiration of the stated term of a director) shall be elected to serve for the unexpired term applicable to such vacancy.

5. Resolutions approving this Second Amendment from the City Council of Muscle Shoals and the City Council of Madison are attached hereto.

6. All other sections of the Certificate of Incorporation shall remain valid and in force as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this ____ day of _____, 2017.



Steve Smith, Chair



Nat Richardson, Secretary

RESOLUTION NUMBER 2880 - 17**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
AMEND THE CERTIFICATE OF INCORPORATION OF
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a
HEALTHGROUP OF ALABAMA**

**WHEREAS, THE CITY COUNCIL OF THE CITY OF MUSCLE SHOALS,
ALABAMA (herein called the "City Council") FINDS AS FOLLOWS:**

Section 1. Findings. **THE HEALTH CARE AUTHORITY OF NORTH ALABAMA, d/b/a HEALTHGROUP OF ALABAMA** (herein called "the Authority") has filed with the City Council an Application to Amend the Certificate of Incorporation of Authority under Section 22-21-315 of the Code of Alabama, 1975, as amended, a copy of which has been made a part of the minutes of this meeting of the City Council.

Section 2. Form of Second Amendment to Certificate of Incorporation. The proposed Second Amendment to Certificate of Incorporation is attached hereto as Exhibit "A."

Section 3. Resolution of Madison City Council. The intent of the Second Amendment is to change the authorizing political subdivision from the City Council to the City Council of the City of Madison, Alabama. A resolution from the City Council of Madison, Alabama is attached as Exhibit "B."

Section 4. Authority to File Second Amendment. The Authority has filed an application requesting that a proper resolution be adopted by the City Council to approve and adopt the Second Amendment to Certificate of Incorporation and authorize the Authority to proceed to sign and file the Second Amendment to Certificate of Incorporation for the Authority.

NOW THEREFORE, BE IT RESOLVED by the City Council that said Application, which the City Council has reviewed, is regular in all respects and complies with all requirements of the laws of Alabama.

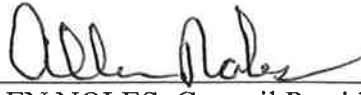
BE IT FURTHER RESOLVED, that permission is hereby granted to the Authority and they shall be and hereby are authorized to proceed to sign and acknowledge and cause to be filed for record the Second Amendment to Certificate of Incorporation attached hereto as Exhibit "A."

OFRO 2017 11835

The form of Second Amendment to Certificate of Incorporation attached to the aforesaid Application and set forth above is hereby approved by the City Council.

ADOPTED this 20th day of March, 2017.

THE CITY COUNCIL OF
MUSCLE SHOALS, ALABAMA

By: 
ALLEN NOLES, Council President

Authenticated:


RICHARD L. WILLIAMS, City Clerk

APPROVED this 20th day of March, 2017.


DAVID H. BRADFORD, Mayor

I, Richard L. Williams, as City Clerk of the City of Muscle Shoals, Alabama, hereby certify that this and the one (1) preceding pages constitute a true, correct and complete copy of Resolution Number 2880 - 17 duly adopted by the City Council of said City at a meeting thereof held on March 20, 2017, as the same appears in the records of said City, and that said resolution has not been amended, altered or repealed and is still in full force and effect.

WITNESS my signature, as said City Clerk, under the seal of said City, 21st day of March, 2017.


City Clerk of the
City of Muscle Shoals, Alabama

OFRD 2017 11836

EXHIBIT "A"
SECOND AMENDMENT TO CERTIFICATE OF INCORPORATION OF
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA

SECOND AMENDMENT TO CERTIFICATE OF INCORPORATION
OF
THE HEALTH CARE AUTHORITY OF
NORTH ALABAMA D/B/A HEALTHGROUP OF ALABAMA

TO: THE HONORABLE JUDGE OF PROBATE OF COLBERT COUNTY, ALABAMA

The undersigned Chair and Secretary of The Health Care Authority of North Alabama d/b/a HealthGroup of Alabama and its members, authorized to further the public interests of five North Alabama health care authority hospitals, *i.e.*, The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital; HH Health System -Morgan, LLC, a wholly-owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Decatur Morgan Hospital; HH Health System – Athens Limestone, LLC, a wholly-owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Athens-Limestone Hospital; The Marshall County Health Care Authority d/b/a Marshall Medical Center North and Marshall Medical Center South; and Colbert County-Northwest Alabama Health Care Authority d/b/a Helen Keller Hospital and Red Bay Hospital (herein collectively referred to as the "Authority Hospitals"), hereby amend the Certificate of Incorporation of The Health Care Authority of North Alabama (the "Corporation") pursuant to the provisions of Section 22-21-315, et seq. of the Code of Alabama, 1975, as amended (the "Code"). The Chairman and Secretary do make, sign and file this Second Amendment to Certificate of Incorporation under the provisions of said Code as follows:

1. The name of the corporation is THE HEALTH CARE AUTHORITY OF NORTH ALABAMA d/b/a HEALTHGROUP OF ALABAMA.

2. The Health Care Authority of Morgan County – City of Decatur d/b/a Decatur General Hospital shall be removed as a Member, and HH Health System-Morgan, LLC, a wholly-

owned subsidiary of The Health Care Authority of the City of Huntsville d/b/a Decatur Morgan Hospital shall be substituted as a Member as of September 1, 2012.

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4. The Health Care Authority of North Alabama hereby amends the appointment process for the Board of Directors to change the governing body of the authorizing subdivision from the City Council of Muscle Shoals to the City Council of Madison as follows:

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- a. Each Authority Hospital shall nominate three (3) persons for each director ("Authority Director") to the Board of Directors of the Corporation.
- b. One (1) director designated as the At-Large director (the "At-Large Director") shall be appointed by the City Council of Madison from three (3) names presented to the City Council of Madison from the Board of Directors of the Corporation.
- c. The remaining five (5) directors shall be the Chief Executive Officers of the Authority Hospitals (the "CEO Directors") who shall serve in an ex officio capacity for a term concurrent with employment as the CEO of the Authority Hospital but

shall be reappointed every six (6) years. The Corporation shall provide the names of the CEO Directors to the City Council of Madison.

- d. The term of office of each Authority Director and At-Large Director shall be two (2) years.
- e. The Board of Directors of the Corporation shall, not more than ninety (90) days nor less than ten (10) days prior to the expiration of the term of office of the Authority Director or At-Large Director, submit to the City Council of Madison, in writing, a list of the names of the person(s) proposed by resolution duly adopted by the Board of Directors of the Corporation as nominees for such Authority Director or At Large Director; provided, that the Board of Directors shall in such resolution propose the names of not less than three (3) persons for each director position; and provided further, that no name shall be so proposed by the Board of Directors if: (i) the election of such person by the City Council of Madison would contravene any provision of this Certificate of Incorporation or of law applicable to the Corporation, or (ii) such person is otherwise not qualified hereunder or under applicable provisions of law to occupy the place or seat in question. The City Council of Madison shall appoint a person to occupy the place or seat in question only from the list of persons whose names were so submitted to it by the Board of Directors of the Corporation.
- f. In accordance with applicable provisions of the aforesaid Code, (a) any director whose term of office shall have expired prior to the election of a successor thereto shall continue to hold office until his successor shall be so elected, and (b) any director elected to fill a vacancy on the Board of Directors of the Corporation

OFRD 2017 11840

(resulting from the death or resignation of director or cause other than the expiration of the stated term of a director) shall be elected to serve for the unexpired term applicable to such vacancy.

5. Resolutions approving this Second Amendment from the City Council of Muscle Shoals and the City Council of Madison are attached hereto.

6. All other sections of the Certificate of Incorporation shall remain valid and in force as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their signatures, in their respective official capacities hereunder noted, this ____ day of _____, 2017.


Secretary

OFRD 2017 11841

EXIDBIT "B"
RESOLUTION OF THE MADISON CITY COUNCIL

OFRD 2017 11842

CERTIFICATION

I, Melanie A. Williard, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify, that the attached Resolution No. 2017-53-R, is a true and correct copy of said resolution as was adopted by the Madison City Council at a regular meeting held Monday, March 13, 2017, designated as Minutes No. 2017-05-RG.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the City of Madison, Alabama, on this the 15th day of March, 2017.



Melanie A. Williard
City Clerk-Treasurer
THE CITY OF MADISON, ALABAMA

QFRD 2017 11843

RESOLUTION NO. 2017-53-R**A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL TRANSFER OF
THE HEALTH CARE AUTHORITY OF NORTH ALABAMA, D/B/A
HEALTHGROUP OF ALABAMA**

WHEREAS, the Health Care Authority of North Alabama, d/b/a HealthGroup of Alabama (herein called "the Authority"), was incorporated in Colbert County, Alabama on November 14, 2003 pursuant to Article 11, Chapter 21, of Title 22 of The Code of Alabama, 1975, as amended (the "Act"), and authorized the political subdivision as the City Council of Muscle Shoals; and

WHEREAS, the Authority has requested to amend its Certificate of Incorporation to conduct an intergovernmental transfer from the City of Muscle Shoals, Alabama, to the City of Madison, Alabama, ("Madison") in order for Madison to become the new political subdivision for the Authority; and

WHEREAS, the political subdivision of the Authority holds the appointing authority for the Authority's Board of Directors, pursuant to §§22-21-316, 22-21-352 of the Act; and

WHEREAS, the Certificate of Incorporation, the First Amendment, and the Second Amendment to the Certificate of Incorporation are attached hereto; and

WHEREAS, the Authority has requested that a proper resolution be adopted by the City Council of Madison authorizing the Second Amendment to the Certificate of Incorporation to accept, permit, and allow the intergovernmental transfer from the City Council of Muscle Shoals, Alabama, to the City Council of Madison, so that Madison may both become the political subdivision for the Authority and assume the appointing authority for the Board of Directors of the Authority, and to authorize the Authority and the City of Muscle Shoals, Alabama to proceed to file for record the Second Amendment to the Certificate of Incorporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City of Madison consents to the intergovernmental transfer in order to become the Authority's political subdivision, as well as to assume the appointing authority for the Board of Directors for The Health Care Authority of North Alabama, d/b/a HealthGroup of Alabama; and

BE IT FURTHER RESOLVED THAT the Second Amendment to the Certificate of Incorporation attached hereto is hereby approved; that permission is hereby granted to the Authority and the City of Muscle Shoals to file for record the Second Amendment to the Certificate of Incorporation in the manner provided by the laws of Alabama; and that this Resolution be directed and filed with the City of Muscle Shoals, Alabama.

OFRD 2017 11844

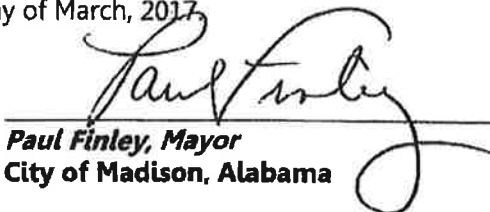
READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of March, 2017.


Tommy Overcash, City Council President
City of Madison, Alabama

ATTEST:


Melanie A. Williard, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this 14th day of March, 2017.


Paul Finley, Mayor
City of Madison, Alabama

OFRD 2017 11845

CERTIFICATION

I, Melanie A. Williard, City Clerk-Treasurer of the City of Madison, Alabama, do hereby certify, that the attached Resolution No. 2017-53-R, is a true and correct copy of said resolution as was adopted by the Madison City Council at a regular meeting held Monday, March 13, 2017, designated as Minutes No. 2017-05-RG.

IN WITNESS WHEREOF, I have hereon subscribed my name and affixed the Corporate Seal of the City of Madison, Alabama, on this the 15th day of March, 2017.



Melanie A. Williard
City Clerk-Treasurer
THE CITY OF MADISON, ALABAMA

OFRD 2017 11846

RESOLUTION NO. 2017-53-R**A RESOLUTION AUTHORIZING THE INTERGOVERNMENTAL TRANSFER OF THE HEALTH CARE AUTHORITY OF NORTH ALABAMA, D/B/A HEALTHGROUP OF ALABAMA**

WHEREAS, the Health Care Authority of North Alabama, d/b/a HealthGroup of Alabama (herein called "the Authority"), was incorporated in Colbert County, Alabama on November 14, 2003 pursuant to Article 11, Chapter 21, of Title 22 of The Code of Alabama, 1975, as amended (the "Act"), and authorized the political subdivision as the City Council of Muscle Shoals; and

WHEREAS, the Authority has requested to amend its Certificate of Incorporation to conduct an intergovernmental transfer from the City of Muscle Shoals, Alabama, to the City of Madison, Alabama, ("Madison") in order for Madison to become the new political subdivision for the Authority; and

WHEREAS, the political subdivision of the Authority holds the appointing authority for the Authority's Board of Directors, pursuant to §§22-21-316, 22-21-352 of the Act; and

WHEREAS, the Certificate of Incorporation, the First Amendment, and the Second Amendment to the Certificate of Incorporation are attached hereto; and

WHEREAS, the Authority has requested that a proper resolution be adopted by the City Council of Madison authorizing the Second Amendment to the Certificate of Incorporation to accept, permit, and allow the intergovernmental transfer from the City Council of Muscle Shoals, Alabama, to the City Council of Madison, so that Madison may both become the political subdivision for the Authority and assume the appointing authority for the Board of Directors of the Authority, and to authorize the Authority and the City of Muscle Shoals, Alabama to proceed to file for record the Second Amendment to the Certificate of Incorporation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the City of Madison consents to the intergovernmental transfer in order to become the Authority's political subdivision, as well as to assume the appointing authority for the Board of Directors for The Health Care Authority of North Alabama, d/b/a HealthGroup of Alabama; and

BE IT FURTHER RESOLVED THAT the Second Amendment to the Certificate of Incorporation attached hereto is hereby approved; that permission is hereby granted to the Authority and the City of Muscle Shoals to file for record the Second Amendment to the Certificate of Incorporation in the manner provided by the laws of Alabama; and that this Resolution be directed and filed with the City of Muscle Shoals, Alabama.

OFRD 2017 11847

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of March, 2017.



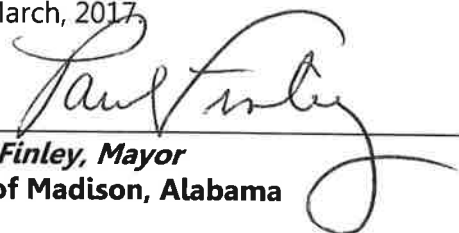
Tommy Overcash, City Council President
City of Madison, Alabama

ATTEST:



Melanie A. Williard, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this 14th day of March, 2017.



Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2025-302

AN ORDINANCE AUTHORIZING A FRANCHISE AGREEMENT WITH UNITI FIBER GULFCO, LLC

WHEREAS, Uniti Fiber GulfCo, LLC, has requested a franchise from the City to use the streets and public ways of the City to conduct business as an internet communications services provider; and

WHEREAS, the City Council of the City of Madison has determined that the proposed franchise, for a ten-year term, will promote the health, safety, and welfare of the public and otherwise serve the public interest;

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

Section 1. The City, in consideration of the acceptance of the mutual covenants and agreements and of all the terms and conditions of this Ordinance hereby grants to Uniti Fiber GulfCo, LLC, the right, privilege, authority, and non-exclusive agreement for the installation and operation of a fiber-optic telecommunications system, as defined in the Franchise Agreement attached to this Ordinance, and to use the streets, avenues, and public rights of way in the City for such purposes in accordance with the terms, conditions, and provisions of the Franchise Agreement.

Section 2. That the Mayor is hereby authorized and directed to execute the Franchise Agreement attached hereto as **Exhibit A** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance or the Franchise Agreement shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 4. That the Franchise Agreement shall be in full force and effect after the date of its final passage, adoption, and proper execution. A synopsis of this Ordinance and the Agreement shall be published one time in the Madison County Record, a newspaper of general circulation in the City of Madison, Alabama.

READ, PASSED, and ADOPTED this ____ day of October 2025.

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 October 2025.

Paul Finley, Mayor
City of Madison, Alabama

FRANCHISE AGREEMENT

This Franchise Agreement is entered into as of the Effective Date, by and between the City of Madison, Alabama (hereinafter referred to as the “City”) and Uniti Fiber GulfCo LLC, a Delaware limited liability company (hereinafter referred to as the “Franchisee”).

WHEREAS, the City has and reserves the right to exercise control over the highways, streets, alleys, and public places, inside the City of Madison, Alabama, and to require the City’s consent before using such highways, streets, alleys, and public places;

WHEREAS, state law confers to the City certain rights and requirements for franchises and permission to use the public ways of the City;

WHEREAS, the Franchisee has requested from the City a franchise to use the streets and public ways of the City to conduct business as an internet/communications services provider; and

WHEREAS, the City and the Franchisee desire to outline the terms of the franchise.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the City and Franchisee enter into this Franchise Agreement and agree as follows:

W I T N E S S E T H :

The City and the Franchisee do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

(a) “City” means the City of Madison, Alabama, a municipal corporation.

(b) “City Council” means the City Council of the City of Madison, Alabama.

(c) “Gross Receipts” means all revenues (exclusive of sales tax) received by the Franchisee from (a) the operation of the System within the corporate limits of the City, and (b) any related services provided by the Franchisee within the corporate limits of the City, including but not limited to: (i) all revenues from installation charges for customers within the City, (ii) all revenues from connection or disconnection fees from customers within the City, (iii) all revenues from penalties or charges to customers in the City for checks returned from banks, net of costs paid, and penalties, interest or charges for late payment, (iv) all revenues from equipment sold or rented to customer upon customer premises within the City, (v) all revenues from authorized rental of conduit space within the City’s Rights-of-way, (vi) all revenues from authorized rentals of any portion of the Franchisee’s System, (vii) all other revenues collected by the Franchisee from business pursued within the City, recoveries of bad debts previously written off and revenues from the sale or assignment of bad debts, and (viii) the value of any free services provided by the

Franchisee to customers within the City, but excluding any such free services provided to the City. Revenue of any affiliate or subsidiary of the Franchisee, with the exception of an affiliate that has a separate franchise agreement with the City, shall be included in Gross Receipts to the extent that the treatment of the revenue as that of the affiliate or subsidiary would have the effect of evading the payment of fees required by this Agreement. Gross Receipts shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

(d) “Mayor” means the Mayor of the City of Madison, Alabama, and his/her designee(s) (which may include representatives from one or more of the departments of the City).

(e) “Person” means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

(f) “Rights-of-way” means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, or other public rights-of-way to the extent that the same would entitle the City and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System. The term shall not include any state or federal rights-of-way or any property owned or controlled by any person other than the City, except as provided by applicable law or pursuant to an agreement between the City and any such governmental entity or person. The term shall also not include property owned or leased by the City that is not used or is not typically used as rights-of-way for vehicular or pedestrian transport or the installation of public utility facilities, such as City parks and/or City public works facilities.

(g) “System” shall mean the Franchisee’s fiber-based telecommunications system, including its fiber-optic transmission lines, as well as the system of conduit, pipes, transmission lines, handholes, manholes, repeaters, meters, equipment and all other facilities reasonably associated with and related to the operation of such telecommunications system, operated by the Franchisee within the corporate limits of the City in accordance with the terms and conditions contained in this Agreement.

(h) “Telecommunications” means the transmission, between or among points specified by the user, or information of the user’s choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

(i) “Telecommunication Service(s)” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

(j) “Franchise Fee” means the fee paid by the Franchisee to the City in exchange for the rights granted to the Franchisee under this Agreement.

(k) “City Engineer” means the head of the Engineering Department of the City of Madison, Alabama, and his/her designee(s).

SECTION 2. Grant of Franchise.

(a) The City hereby grants to the Franchisee the non-exclusive and limited right, consent, and franchise to construct, maintain, and operate the System within and along the Rights-of-way in the City of Madison, as set forth in more detail and subject to the limitations expressed herein.

(b) The Franchisee's non-exclusive right, consent, and franchise granted herein is expressly limited such that it shall be granted only along the Rights-of-way in the manner, scope and locations as approved by the Mayor (or his/her designee).

- i. Attached as **Exhibit 1** is the proposed initial location of the System that the Franchisee intends to submit to the Mayor for consideration. The Franchisee shall obtain the approval of the Mayor and City Engineer of the locations of all and any part of the System before constructing, expanding, or extending the System within the City pursuant to this Agreement.
- ii. Prior to construction or installation of the System, Franchisee shall submit to the City a properly completed Permit Application for Construction within City of Madison Right of Way (**Exhibit 3**), as well as an Application for Road or Lane Closure (**Exhibit 4**), as applicable.

(c) Unless otherwise approved by the City Engineer or as permitted by **Section 2(d)**, the Franchisee's System shall be placed below the surface (except for such markers as may be required or permitted by the City to demonstrate the location of the Franchisee's System, or to facilitate the connection of the same to any aerial poles pursuant to **Section 2(d)**), upon such conditions and pursuant to such rules and regulations as may be required by the Engineering Department of the City of Madison, Alabama and the City's Public Works Department.

(d) The Franchisee's System may be placed above the surface where it is located on or upon the poles of the electric utility board of the City of Huntsville ("Huntsville Utilities"), under such terms and conditions as may be agreed to by and between the Franchisee, the City, and Huntsville Utilities in a separate pole attachment agreement. However, this Agreement shall not be construed so as to extend to the Franchisee any right, consent, franchise, authorization, or permission to place any cables, wires, associated appliances, or other items of any kind upon the poles of the Huntsville Utilities, and any such authorization must be the subject of a separate pole attachment agreement. In the event of any irreconcilable conflict between such pole attachment agreement and this Agreement, as it relates to an issue concerning the poles of the Huntsville Utilities, the terms of any such pole attachment agreement shall govern.

(e) The right, consent, and franchise granted by this Agreement is for the sole and expressed purpose of operating a system for providing telecommunication or information services, including leasing of portions of Franchisee's System, to Franchisee's customers and community hub locations within the corporate limits of the City as may be authorized by the Alabama Public Service Commission or federal law. This Agreement shall not be construed so as to extend to the Franchisee any right, consent, franchise, authorization, or permission to operate a "cable system"

within the City as defined under federal law, and as such this Agreement shall not be governed by the restrictions and regulations governing franchises of “cable systems” found in Title 47, Chapter 5, Subchapter V-A, Part III of the *United States Code*.

(f) The City makes this Agreement without reducing its police powers and expressly reserves the right to adopt and enforce, now and hereafter, in addition to the provisions in this Agreement and all other existing laws, such additional laws, ordinances, and regulations as it may find necessary in the exercise of its police power to provide for the health, safety, or welfare of the City.

(h) The Franchisee’s use of the Rights-of-way authorized hereunder shall be subordinate in all matters to the City’s use and rights of the Rights-of-way.

(i) This Agreement does not convey any title, legal or equitable, to the Franchisee with respect to the Rights-of-way.

(j) This Agreement does not give the Franchisee any vested right in any part of the System’s particular location, and the Franchisee acknowledges and accepts at its own risk that the City may make use in the future of the Rights-of-way in which the Franchisee is located in a manner inconsistent with Franchisee’s use of the Rights-of-way, and that in such event the Franchisee will not be entitled to any compensation from the City.

SECTION 3. Compensation.

(a) As consideration for this Agreement, the Franchisee shall pay to the City as a Franchise Fee five percent (5%) of its Gross Receipts during each calendar year of operation under this Agreement. Such payments shall be made annually during each calendar year, within thirty (30) days of the close of each year.

(b) Each payment shall be signed by an official of Franchisee who shall certify to its accuracy, showing the basis for the computation and such other relevant facts as may be reasonably required by the City.

(c) The City shall have the right to, at its sole expense, inspect, and audit, upon reasonable written notice, at the Franchisee’s offices where such records are located, all relevant financial statements and financial records for the prior thirty-six (36) month period, in the form and manner as are reasonable prescribed by the City to verify compliance with the Franchise Fee or other payments requirements of this Agreement. At the direction of the City and in its sole discretion, the inspection and audit shall take place either at the Franchisee’s offices where such records are located or at a location within the corporate limits of the City to be designated by the City. If the City requires the records to be made available for inspection and audit at a location within the corporate limits of the City to be designated by the City, the Franchisee shall be responsible for the costs and expenses of producing the records in said location.

(d) If it is determined that the Franchisee has underpaid the Franchise Fee during any prior twelve (12) month period, then in addition to fully paying the owed sum, if the underpayment is 10% or more of the applicable Franchise Fee the Franchisee will (i) reimburse the City for all

of its reasonable costs associated with such determination (including but not limited to attorney fees and accountant fees) not to exceed \$10,000.00, and (ii) pay interest on the underpayment at the rate of 10% per annum or the maximum amount allowed by law, whichever is less.

(e) In addition to the Franchise Fee, and in consideration for the permission to use and occupy City rights-of-way as provided in this Agreement, Franchisee shall install fiber communications lines as a part of its System to up to six (6) City locations, which are described in **Exhibit 2**, at no cost to the City and pursuant to all terms and conditions of this Agreement, as applicable. The Franchisee and the City's Director of Information Technology shall agree on the location of any installation prior to the installation of lines at any location. To the extent commercially feasible, Franchisee shall install said lines to City locations prior to October 1, 2026, unless the parties mutually agree to an extension. Franchisee shall provide favorable service rates to the City in amounts less than or equal to the rates charged to other community hubs and government sector subscribers. Service to City locations shall be included in Gross Receipts for purposes of calculating and paying franchise fees described in Section 3(a).

(f) No refund of any payment or reimbursement of costs under this **Section 3** shall be made upon the termination of this Agreement.

(g) The City and the Franchisee agree that the payments to be made to the City pursuant to this Agreement are not taxes and are not in the nature of a tax, but are in addition to any and all taxes of general applicability or other fees or charges which the Franchisee shall be otherwise required to pay. The Franchisee shall not have any claim for any deduction or credit of all or any part of the amount of payments made pursuant to this Agreement on account of any taxes of general applicability or other fees or charges which the Franchisee is otherwise required to pay to the City. The payment of such compensation by the Franchisee in no way limits the right of the City to impose charges or fees with respect to any work that the Franchisee performs in connection with any construction project or other work in the City.

(h) No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Agreement.

(i) Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City Clerk and mailed or delivered to:

City of Madison
Attn: City Clerk
100 Hughes Road
Madison, AL 35758

Such remittances shall clearly identify or reference this Agreement.

SECTION 4. Duration and Term.

(a) The Agreement shall be for an initial term of ten (10) years (the “Initial Term”), commencing upon the later date of the date of publication of the franchise ordinance authorizing this Agreement, or the date of the execution of this Agreement by all of the parties hereto.

(b) Notwithstanding anything to the contrary contained in this Agreement, in the event the Franchisee, at the sufferance of and without objection by the City, holds over beyond the term of this Agreement and continues to operate all or any part of the System or otherwise exercise any part of the rights granted hereunder, after the term of this Agreement, then the Franchisee shall continue to comply with and be subject to all provisions hereunder through the period of such holding over, provided that any such holding over shall not be viewed as a renewal or extension of this Agreement.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by granting this Agreement and approving this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of the Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power, or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The City expressly reserves its right to make reasonable rules, regulations, and restrictions for the protection of persons and property related to the Rights-of-way. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City’s police powers shall be resolved in favor of the latter.

SECTION 7. Bond.

(a) The Franchisee shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement and for one (1) year after the expiration or termination of this Agreement, a corporate surety bond(s) in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00).

(b) Said bond(s) shall be obtained and maintained to secure the faithful performance of the Franchisee of all of its obligations provided under this Agreement. This bond requirement will supersede and replace any additional bond obligations required in Exhibit 3, unless otherwise determined by the City Engineer.

(c) The Franchisee shall file such bond(s) with the City Clerk on or before the date that this Agreement is executed by all of the parties thereto and/or any renewal thereof. The failure by the Franchisee to do so shall constitute a violation of this Agreement.

(d) The bond(s) shall provide for and be subject to the following conditions:

(i) There shall be recoverable by the City, jointly and severally from the principal and surety, any and all fines, penalties, damages, charges, obligations, fees or other amounts due to the City from the Franchisee under the terms of this Agreement and any and all damages, losses, costs, and expenses suffered, including reasonable attorney fees, incurred by the City or resulting from the failure of the Franchisee to: faithfully comply with the provisions of the Agreement; comply with all applicable orders, permits and directives of the City; and/or pay any claims, liens or taxes due to the City which arise from or by reason of the construction, operation, maintenance and/or repair of the System.

(ii) The total amount of the bond(s), shall be forfeited in favor of the City in the event that (a) the Franchisee abandons the System at any time during the term of the Franchise Agreement or renewal thereof or ceases operation of the System for a period in excess of six (6) months; (b) the Franchisee does not remove the System upon the expiration or termination of the Agreement pursuant to **Section 19** of the same; and/or (c) the Franchisee assigns the franchise granted herein without the express prior written consent of the City.

(e) The bond(s) required herein shall be in a form that is reasonably satisfactory to the City. The corporate surety bond shall require thirty (30) days written notice of any non-renewal, alteration, or cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within thirty (30) days following the receipt by the City or the Franchisee of any notice of cancellation. Failure to do so shall constitute a violation of this Agreement.

(f) The City may draw against the Franchisee's bond(s) after no less than 10 days advance written notice to the Franchisee for any unpaid damages, charges, obligations, fees, or other amounts owing to it as provided herein which are thirty (30) or more days past due.

(g) The bond(s) shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of this Agreement and thereafter until the Franchisee has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation, or maintenance of the System or breach or termination of the Agreement. If the bond(s) is/are drawn-down for any reason, the bond(s) shall be renewed by the Franchisee within thirty (30) days to the amounts required herein and the failure to do so by the Franchisee shall constitute a violation of this Agreement.

SECTION 8. Standards of Service.

(a) Compliance with Local Ordinances. With respect to all of its activities and operations within the corporate limits of the City, Franchisee shall comply with any and all municipal codes, standards, ordinances, and laws of the City, as they now exist or are hereafter

enacted or amended, expressly including but not limited to those concerning the use of the Rights-of-way, as they now exist or may hereafter be amended.

(b) Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Agreement shall be located so as to cause the least and minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way.

(c) Excavation and Installation. Prior to any excavation within the Rights-of-way (or any disturbance of any pavement, sidewalk, or other improvement of any street, avenue, alley, or other public place), the Franchisee shall obtain permission from the City Engineer pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-ways due to the Franchisee's installation, removal, relocation, maintenance, and repair of its System or facilities shall be accomplished to the satisfaction of the City.

Any opening or obstruction in the Rights of way made by the Franchisee during the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boardings, the bounds of which during periods of dusk and darkness shall be clearly and visibly located. In any case where a Right-of-way is being excavated, disturbed or encumbered by Franchisee (and/or its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement), the same shall take all precautions required by law, in particular, the Manual on Uniform Traffic Control Devices, or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present.

(d) Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation or maintenance of the System there occurs a disturbance of any Rights-of-way or infrastructure located therein by the Franchisee, it shall, at its expense, replace and restore such Rights-of-way and infrastructure to a condition as good as the condition of the Rights-of-way existing immediately prior to such disturbance to the reasonable satisfaction of the City Engineer. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City Engineer. Such restoration shall be accomplished within 48 hours after the completion of the Franchisee's work. Upon failure of the Franchisee to make such restoration within such time, if the restoration cannot be made within such time, or to begin the restoration within such time, or upon the Franchisee's delay of more than 24 hours in the continuation of a restoration begun, the City Engineer may serve upon the Franchisee notice of the City's intent to cause the restoration to be made in the Franchisee's stead. Unless the Franchisee begins or resumes the proper restoration within 24 hours after receipt of such notice, the City shall cause the disturbed area to be restored, including the removal of excess dirt, and the expense of the same shall be borne by the Franchisee upon the demand of the City.

(e) Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the

Rights-of-way, or remove from the Rights-of-way, any part of the System or the Franchisee's property when required by the City (including but not limited to by reason of traffic conditions; public safety; street abandonment; freeway and street construction; change or establishment of street grade; widening of roadways; construction or maintenance of sidewalks; construction or maintenance of public works; and installation of sewers, drains, gas or water pipes, electrical or telecommunications lines). Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the actual cost thereof shall be chargeable to the Franchisee. Notwithstanding the foregoing, in cases of emergency (as determined in the reasonable discretion of the City Engineer), the City may remove, relocate, replace, or renew any part of the System placed in the Rights-of-way, and the Franchisee shall on demand, reimburse the City for the actual expenses thereby incurred. City shall present invoices or other appropriate documentation of labor and materials used in said relocation to substantiate requests for reimbursement.

(f) Trimming of Trees and Shrubbery. Trimming of trees and shrubbery within the Rights-of-way by the Franchisee to prevent contact with the System shall be done only upon the approval of the City Engineer, and upon such standards as City Engineer may direct. The Franchisee shall compensate the City for any damages, in such amounts as determined by the City Engineer, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City Engineer.

(g) Safety and Permit Requirements. Construction, installation, repair, and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in compliance with applicable federal, state, and local laws, rules, and regulations, including all permit requirements, licensing requirements, and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

(h) Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee and City. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state, or local standards, including ordinances, forms, or applications of the City, the stricter standard shall apply.

(i) Obstructions of Rights-of-Way. Except in the case of an emergency or with the approval of the City Engineer, no rights-of-way obstruction or excavation may be performed when seasonally prohibited or when weather conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free, and clear passage of water through the gutters, drains, ditches or other waterways.

(j) Safety Requirements.

(i) The Franchisee shall at all times employ a commercially reasonable degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(ii) The Franchisee shall install and maintain the System in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.

(iii) All of the Franchisee's structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(iv) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate, and prompt service for the System.

(k) Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Engineer. The City Engineer may reasonably require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

(l) Payment of Costs. The Franchisee shall be responsible for all costs associated with the installation, repair, and maintenance of the System and all associated equipment including, but not limited to (i) the reasonable costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (ii) the reasonable costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

(m) Responsibility for Damages. The Franchisee shall exercise precautions to avoid damage to any and all other facilities of the City and others located in the Rights-of-way, and hereby assumes all responsibility for any and all loss for such damages caused by the Franchisee (and/or its contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf in connection with this Agreement). The Franchisee shall make an immediate report to the City Engineer of the occurrence of any damages and hereby agrees to reimburse the City (and such others) for any and all reasonable expenses incurred in making repairs due to damage caused by Franchisee or its contractors.

(n) Reports. Franchisee shall cooperate with the City with respect to the administration of this Agreement. Franchisee shall furnish or make available to the City upon request, at no cost of the City, such records, information, and reports as may be reasonably necessary, as determined by the City, for the City's administration of this Agreement.

(o) Others Performing Work for Franchisee. The requirements set forth in this Agreement concerning the work performed by the Franchisee in connection with this Agreement equally apply to any and all of Franchisee's contractors, subcontractors, vendors, and others performing services or work on the Franchisee's behalf. The Franchisee shall be fully responsible for all such activities performed by its contractors, subcontractors, vendors, and others performing

services or work on the Franchisee's behalf in connection with this Agreement, and the Franchisee must ensure that all of the same abide by and adhere to the same provisions of this Agreement that would otherwise apply to Franchisee if Franchisee was performing the services or work. Any failure to do so will constitute a breach/violation of the terms of this Agreement to the same extent and as if Franchisee had directly caused such breach itself.

SECTION 9. Enforcement and Termination of Agreement.

(a) Notice of Violation. In the event the Franchisee has not complied with any of the terms of this Agreement, the City shall notify the Franchisee in writing of the nature of the alleged breach.

(b) Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in **Section 9(a)**: (a) to respond to the City by contesting the assertion of breach, (b) to cure such breach, or (c) in the event that, by the nature of breach, such breach cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such breach and notify the City of the steps being taken and the projected date that they will be completed.

(c) Enforcement. Should the City find, in its reasonable discretion, that the Franchisee has failed to appropriately cure or remedy its breach with the terms of this Agreement, then the City may hold the Franchisee in material default of this Agreement and (i) terminate the Agreement and/or (ii) pursue remedies as the City deems appropriate, including but not limited to, any of the following remedies:

- (i) Seek specific performance of any provision which reasonably lends itself to such a remedy;
- (ii) Make a claim against any surety or performance bond which may be required to be posted;
- (iii) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Agreement; and/or
- (iv) Seek any other available remedy permitted by law or in equity.

(d) Impossibility of Performance. The Franchisee shall not be held in breach with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, pandemics, epidemics, government ordered shutdowns or similar orders, natural disasters, or other events reasonably beyond its ability to control.

(e) Attorney Fees. Unless prohibited by applicable law, the City shall be entitled to enforce this Agreement through all remedies lawfully available, and Franchisee shall pay the City's costs of enforcement, including reasonable attorney fees, in the event that Franchisee is determined judicially to have violated the provisions of this Agreement.

(f) Remaining Obligations After Termination. Upon termination or expiration of this Agreement, all rights and obligations between the parties created by this Agreement shall cease, except for (i) the obligation to pay outstanding fees and other amounts to the City; (ii) the obligation to maintain security until released by the City or otherwise in accordance with this Agreement and Section 7 hereof; (iii) the defense, release, and indemnification obligations as set forth in this Agreement; (iv) the provisions regarding the removal of the System in Section 19 hereof; and (v) such other provisions in this Agreement which expressly provide for survival beyond the term of this Agreement.

SECTION 10. Default. A breach of this Agreement by the Franchisee shall include, but not be limited to the following:

- (1) The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee;
- (2) The condemnation by a public authority, other than the City, or sale, or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or
- (3) If (a) the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; (c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.
- (4) A failure to construct and begin operation of the System on or before July 1, 2026.

(5) A failure to operate the System for a period of six (6) consecutive months.

(6) The Franchisee assigns the franchise granted herein without the express prior written consent of the City.

SECTION 11. Insurance. The Franchisee shall maintain in full force and effect, at its own cost and expense, the insurance set forth in **Exhibit 5**, attached hereto and incorporated herein. The Franchisee shall provide the City with certificates of insurance showing compliance with these requirements (including the required designation of additional insureds, where required).

SECTION 12. Indemnity and Hold Harmless. The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which (i) arise from or are related to the alleged acts or omissions of the Franchisee, its employees, agents, or subcontractors, or (ii) arise from or are related to the construction, operation, maintenance, upgrade, repair or removal of the System, or (iii) arise from or relate to this Agreement, except to the extent caused by the willful, intentional, or grossly negligent acts of the City, including its employees. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

The City shall not be liable to the Franchisee for any interruption to service of the Franchisee or for any interference, however caused, with the operation of the Franchisee's System, arising in any manner out of the Franchisee's use of the Rights-of-way in the City, including but not limited to any effects undesirable to the Franchisee which the presence, breakdown, operation, maintenance, alteration of, or additions to, the lines, pipes, and/or other facilities of the City may have upon the attachments or the transmission of the Franchisee, even if the cause of such effects may be attributable to negligence (including, without being limited to, the City's contributory negligence, concurring negligence, active negligence and passive negligence) on the part of the City or its agents.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular easement or right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Franchisee hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Agreement is legal, valid and binding.

SECTION 15. Other Obligations. Obtaining this Agreement does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work done in the rights-of-way pursuant to this Agreement, regardless of who performs the work.

SECTION 16. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between franchisees and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 17. Notice. Every notice or response required by this Agreement to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed to all of the following:

City of Madison
Attn: Mayor
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Clerk
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Engineer
100 Hughes Road
Madison, AL 35758

City of Madison
Attn: City Attorney
100 Hughes Road
Madison, AL 35758

The notices or responses to the Franchisee shall be addressed as follows:

Uniti Fiber GulfCo LLC

Attn: Kelly McGriff, Vice President and General Counsel
 107 St. Francis Street, Suite 1800
 Mobile, AL 36602

The City and the Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 18. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas hereafter annexed by the City.

SECTION 19. Removal of System Upon Termination. Upon the expiration or termination of this Agreement, the Franchisee shall remove such portions of the System, at its own expense, pursuant to the same restrictions and provisions herein that governed their installation. If not so removed within one-hundred eighty (180) days of such termination, the System shall be deemed to be worthless and to be abandoned/forfeited to the City, in which case it may be removed or otherwise disposed of by the City, at the expense of the Franchisee, and the City shall be free from any liability for removing or disposing of the same.

SECTION 20. Waiver. Failure to enforce or insist upon compliance with any of the terms of conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

SECTION 21. Publication. The ordinance approving this Agreement shall be published in accordance with the applicable provision of Ala. Code § 11-45-8 (1975). Such publication shall be done by the City Clerk of the City, and the expense of such publication shall be paid by the Franchisee.

SECTION 22. Assignment.

(a) The Franchisee's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the approval and written consent of the City, which said consent shall not be unreasonably withheld.

(b) In the normal course of its business, Franchisee may enter into agreements with its customers, including resellers, that authorize the customers to use capacity or fiber which is located within the System. The customer's rights to use the capacity or fiber will not constitute an assignment, license, lease or other transfer under subsection (a), above, provided that the Franchisee does not in any way surrender control over its System and remains responsible for its obligations under this Agreement. Nothing herein waives the City's right to require the Franchisee's customers to obtain any required franchise or other applicable authorization.

SECTION 23. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed

to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 24. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 25. Governing Law / Venue. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. For any action concerning this Agreement, venue in Alabama state courts shall be in Madison County, Alabama, and in Alabama federal courts, shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

SECTION 26. Severability Clause. If any part, section or subdivision of this Agreement shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Agreement, which shall continue in full force and effect notwithstanding such holding.

SECTION 27. Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION 28. Relationship of the Parties. It is understood and agreed that the relationship of the parties hereto shall not be construed as a joint venture or partnership. Franchisee is not and shall not be deemed to be an agent or a representative of the City. The City is not and shall not be deemed to be an agent or representative of Franchisee.

SECTION 29. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement. Copies shall have the same effect as the original execution(s).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter set forth but effective as of _____, 2025 (the “Effective Date”).

FRANCHISEE

UNITI FIBER GULFCO LLC

BY: _____

Its: _____

Date: _____

STATE OF ALABAMA
COUNTY OF _____

I, _____, a Notary Public, in and for said County in said State, hereby certify that _____ whose name as _____ of Uniti Fiber GulfCo LLC, a Delaware 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

CITY
CITY OF MADISON, ALABAMA

BY: _____
Its Mayor

ATTEST:

CITY CLERK-TREASURER

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer 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, 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, on the day the same bears date.

Given under my hand and official seal this _____ day of _____ 2025.

Notary Public

EXHIBIT 1
Proposed Initial Location

EXHIBIT 2
Madison Locations

- 1. Public Safety Annex – 230 Business Park Ave.**
- 2. Fire Station #2 – 1227 Hughes Road**
- 3. Fire Station #3 – 12266 County Line Road**
- 4. Fire Station #4 – 400 Celtic Drive**
- 5. Main Street Building – 101 Main Street**
- 6. Madison Hospital – 8375 Hwy 72 West**
- 7. PD/Fire Training Center/Animal Control - 400 Celtic Drive, Madison, AL 35758**
- 8. Dublin Park – 8324 Madison Pike, Madison, AL 35758**
- 9. Wellness Center – 190 Graphics Drive, Madison, AL 35758**
- 10. Sunshine Oaks – 228 Mose Chapel Road, Madison, AL 35758**
- 11. Madison Community Center – 1329 Browns Ferry Road, Madison, AL 35758**
- 12. Palmer Park – 574 Palmer Road, Madison, AL 35758**

EXHIBIT 3
City Right of Way Permit

[SEE SEPARATE ATTACHMENT]

EXHIBIT 4
City Road or Lane Closure Application

[SEE SEPARATE ATTACHMENT]

Exhibit 5 – Insurance Requirements

A. Franchisee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Franchisee, or Franchisee's employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Coverage shall be written on Insurance Services Office (ISO) form or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance with limits of \$1,000,000.00 each occurrence for bodily injury and property damage and, \$2,000,000.00 general aggregate including \$2,000,000.00 products-completed operations aggregate limit. Coverage shall be written on ISO occurrence form or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products-completed operations, personal injury and advertising injury and contractual liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City, as well as its officers, employees and agents, shall be included as additional insureds as their interest may appear under this Franchise under the Franchisee's Commercial General Liability insurance policy with respect to the work performed under this Franchise using ISO Additional Insured Endorsements or substitute endorsements providing equivalent coverage.

3. Professional Liability insurance with limits \$1,000,000.00 per claim and aggregate covering the negligent actions of the Franchisee in the performance of professional services under this Franchise.

4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Alabama and Employer's Liability with a limit of \$1,000,000.00 each accident/disease/policy limit.

B. Upon receipt of notice from its insurer(s) the Franchisee shall provide the City with thirty (30) days' prior written notice of Cancellation.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

D. Verification of Coverage. Franchisee shall furnish the City with certificate of insurance and blanket additional insured endorsements evidencing the insurance requirements of Franchisee.

E. Franchisee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

PERMIT APPLICATION FOR CONSTRUCTION WITHIN CITY OF MADISON RIGHT-OF-WAY

Instructions: This application will be returned as the permit after design reviews are complete. Page 2 is to be completed by the Permittee or design engineer. A separate request for lane/road closures, if necessary, must be submitted by the contractor once construction dates are finalized. Please include a Traffic Control Plan (TCP) with this permit application. Coordination is recommended between the engineer and contractor to determine what traffic control is necessary. The intent is for there to be no design changes to the TCP after the ROW permit is issued.

GENERAL CONDITIONS OF THE PERMIT

Permittee is granted permission to install or maintain the utility described in this permit application within specified City of Madison rights-of-way, subject to following conditions:

1. Permittee will perform the work in accordance with the attached plans & specifications and in a manner that will not interfere with maintenance of the right-of-way.
2. The City of Madison will review the attached plans for the location of the proposed work relative to City-owned infrastructure and property. The permittee or its contractor is responsible for field locating any surface or underground utilities or structures owned by public or private utility providers, and the permittee accepts full responsibility for comprehensive utility location and notifications. The permittee's engineer is responsible for all designs and surveys.
3. If required by either The Public Works Director or The City Engineer, Permittee shall attend a preconstruction meeting with the designated City inspector(s) prior to beginning work. Permittee shall also attend a preconstruction meeting with a Madison Utilities inspector prior to beginning any work on sanitary sewer.
4. In the installation or maintenance of utilities under this Permit, Permittee will conform to the City of Madison specifications and details for utility work inside rights-of-way.
5. The AASHTO Manual on Uniform Traffic Control Devices, latest edition, is made a part of the requirements of Permit by reference and all work shall conform to the applicable requirements of the Manual.
6. The Clean Water Act of 1987 and the Alabama Nonpoint Source Management Program (1989) are made a part of the requirements of this Permit by reference and all work shall conform to the applicable requirements thereof.
7. Permittee shall conform to the most recent edition of all applicable regulations of The Environmental Protection Agency (EPA), The Alabama Department of Environmental Management (ADEM), and the Occupational Safety and Health Administration (OSHA) for both installation and maintenance of all permitted work. It is the responsibility of the Permittee to procure any required state or federal permits prior to the start of construction.
8. Permittee shall conform to Section 6-19 of the *Code of Ordinances for The City of Madison, Alabama*, which is incorporated herein by reference and a copy of which will be provided to Permittee by The City upon request.
9. Permittee shall be responsible for any and all damages to private property, to existing utilities, or to the general public which are caused by Permittee, its agents, employees, or contractors in the course of performing the work made the subject of this Permit and shall hold harmless therefrom The City of Madison, its officials, agents, employees, and contractors.
10. Permittee will file with The City of Madison an acceptable certified check or bond in the amount of fifteen percent (15%) of the total cost of work or two thousand dollars (\$2,000.00), whichever is larger, to guarantee the completion and two-year maintenance of the permitted work. This provision shall not be applicable to entities possessing a valid franchise allowing their operation for profit in City rights-of-way.
11. Permittee will perform the work applied for in this Permit within a one (1) year period, or the permit will expire. Once work begins, Permittee must pursue the work diligently and continuously.
12. Permittee will restore all affected right-of-way in accordance with Section 6-19(e) of the *Code of Ordinances for The City of Madison, Alabama*.
13. If the permitted work will disturb sufficient area that an ADEM permit is required, Permittee shall furnish the ADEM-issued Notice of Registration to The City of Madison prior to starting work.
14. If a lane or roadway closure will be necessary to perform the work, then the Permittee shall submit a completed Construction Application For Lane or Road Closure to The City of Madison Engineering Dept. at least three (3) business days prior to the requested closure. This application is attached as page 3 of this application and is not required if no lane or road closure is required to perform the work. It is preferred that closure applications be submitted once construction dates are determined so that The City of Madison can coordinate with our emergency management personnel about detours and notify the public. Additionally, if the Permittee requires additional closures than what was provided on the traffic control plan in the construction drawings, then some revisions may need to be performed to permit the new road or lane closure.
15. The City of Madison does not approve any work within Norfolk Southern right-of-way. The Permittee must receive permission from Norfolk Southern before performing any work within its right-of-way. <https://www.norfolksouthern.com/en/rail-development-property/public-projects>

All construction project drawings will require City of Madison Standard Notes to be included on a notes sheet that is in the plan sheet and included on the project's sheet index. [Standard Notes can be downloaded here.](#)

Complete this application and submit (via email) all required documents to:

Maxwell R. Carter, PE
 Professional Civil Engineer
 The City of Madison
maxwell.carter@madisonal.gov

If you do not receive a submittal confirmation within two business days, then please contact our department at (256)-772-8431.



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

Contact The City of Madison Dept. of Revenue for business license number information by calling (256)-772-5628.

PERMITTEE	PERMITTEE
	Owner of Improvements: _____
	Contact: _____ Title: _____ Phone: _____ Email: _____
	Address Line 1: _____ Madison Business License No.: _____
	Address Line 2: _____
	City: _____ State: _____ Zip Code: _____
CONTRACTOR	CONTRACTOR
	Construction Company: _____
	Contact: _____ Title: _____ Phone: _____ Email: _____
	Address Line 1: _____ Madison Business License No.: _____
	Address Line 2: _____ Subcontractors: ☐ No ☐ Yes (All sub's must have COM business license)
	City: _____ State: _____ Zip Code: _____ If yes, list sub's info on new page.
PROJECT	PROJECT INFORMATION
	Project Name: _____
	Location: _____
	Description: _____
	Desired Start Date: _____ Anticipated Project Duration (calendar days): _____
	Any Road or Lane Closure(s): _____ (Describe)
	Any Trenching In Roadways: _____ _____ (Describe location of pavement trench(es), LF/SF of trench) Refer to note 9 on page 1.
Utility Companies Impacted: _____	

I certify and acknowledge that I have read this application and all General Conditions applicable hereto; that all information provided by me herein is true and correct; and that all work described above and for which a permit is issued shall conform to all applicable local, state and federal laws and regulations and to all plans and specifications herewith submitted. By signing this application, I am promising to satisfy all requirements imposed upon me as a contractor under the laws of The State of Alabama, to include any exemptions as provided by law, and I am verifying that I am authorized by the Permittee to execute this document as its/his/her agent. As a properly licensed contractor, I hereby agree to exercise all due and reasonable care to protect the improvements and utilities contained within or directly serving the right-of-way within which the proposed work is due to be done, regardless of the type or ownership of said improvements or utilities. I further agree to make or cause to have made repairs to any improvements or utilities damaged as a result of the proposed work being done by me, my employees, agents, subcontractors, or suppliers of materials. All repairs will be made to the satisfaction of The City of Madison.

Name of Applicant (printed): _____ Signature: _____ Date: _____

To be completed by City of Madison Engineering Dept.:

APPROVALS	APPROVALS
	Utility Signature of Approval: _____ Date: _____
	Name & Title of Approver: _____
	City of Madison Engineering Dept. Signature of Approval: _____ Date: _____
	Name & Title of Approver: _____
	SURETY REQUIRED Yes ☐ No ☐ Certified Check Received: _____ Bond Received: _____ Amount: \$ _____ Date: _____

ID: _____



CITY OF MADISON
ENGINEERING DEPARTMENT
 100 HUGHES ROAD
 MADISON, AL 35758
 WWW.MADISONAL.GOV

APPLICATION FOR ROAD OR LANE CLOSURE

INSTRUCTIONS

This application must be completed by the contractor or organization performing the closure and emailed to engineering@madisonal.gov at least 3 business days prior to the requested closure with the construction drawings or event's temporary traffic control drawings.

All requests should include site specific traffic control drawings that show the locations of traffic control devices, required signage, and the areas of the work, closure, and equipment parking.

Detour plans will be required for complete road closures. This must include a detailed drawing indicating type and placement of detour signage per MUTCD guidelines. All signage shall be in place and bagged 1 day prior to the closure request.

PROJECT INFORMATION

Event or Project Title: _____

Organization or Contractor: _____

Contact Person: _____

Phone Number: _____

Email Address: _____

Date(s) of Closure: _____

Reason for Closure: _____

Direction (N,S,E,W): _____

Location: _____

Nearest Cross Street: _____

Type of Closure (circle one): Left Lane Right Lane Entire Road

CITY OF MADISON ENGINEERING DEPT. USE

Date Received: _____ Reviewed By: _____ Date Approved: _____ ID: _____

Notes:

ORDINANCE NO. 2025-230**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 to amend the agreement due to Major League Baseball ("MLB") regulations and the parties' desire to collaborate on current and future capital projects at the Venue; and

WHEREAS, the City and BallCorps propose to enter into an amended and restated Venue License, Lease, and Management Agreement (the "Amended License Agreement"), which will restructure certain revenue and expense provisions, provide for collaboration in the construction of current and future Venue capital projects, provide for construction of new parking to better serve the Venue, incorporate MLB terms into the License Agreement, and provide for other updates to the Agreement; and

WHEREAS, the City expects the public benefits to be derived from the Venue to continue 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 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 (“Amended License Agreement”) to the City, and a form of the Amended License Agreement has been submitted to the Council.
- (b) It is in the interest of the City that the City enter into the Amended License Agreement in order to provide increased tax revenues for the City, increased employment opportunities within the City, and create additional economic activity both at the Venue site and in the surrounding area.
- (c) 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 continued economic development of the City and 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, High Performance Management Group, LLC, and other BallCorps investors.
- (d) 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.
- (e) Pursuant to Section 94.01, the City held an opportunity for public comment at 6:00 p.m. on October 13, 2025, at Madison City Hall. Notice of the meeting was published in *The Madison Record*, which is a newspaper in circulation in the municipality, on or about October 1, 2025. 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.

- (f) 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 _____, 2025.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of _____, 2025.

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

_____, 2025

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 _____, 2025, by and between **BALLCORPS, LLC**, an Arizona limited liability company authorized to do 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 to provide for capital improvements during the term of this Agreement, (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 “2025 Venue Improvements”).
- C. The Parking Improvements are conceptually described on Exhibit I(C)(1) attached hereto. The NLFB is more particularly described on Exhibit I(D) 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 and to provide community non-baseball events 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 2025 Venue Improvements with the proceeds of cash balances, and subject to applicable law, the City may issue additional debt to finance Venue capital improvements over the life of this Agreement..

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 Comprehensive 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 2025 Venue Improvements are in the public interest and serve 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 this Agreement, the City may construct additional capital improvements at the Venue and will 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. [Intentionally Deleted].

B. "Annual Maintenance Budget" shall have the meaning set forth in Article IV(D) hereof.

C. "Applicable Lodging Tax Proceeds" or "Applicable Lodging Taxes" shall mean the portion of City Lodging Taxes dedicated to City debt service for the Venue and

associated capital improvements as provided in Section 10-230 of the City Code of the City of Madison.

D. “Applicable Sales Tax Proceeds” shall mean and include all City Sales Tax Proceeds remitted by BallCorps, BallCorps Food and Beverage and their related entities, less and except proceeds dedicated to public school purposes. This amount is equal to a 3.0% portion of the City Sales Taxes that are levied, collected, and received by the City each fiscal year.

E. “BallCorps Areas” shall mean the areas necessary for operation 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(C)(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. “Baseball Authorities” shall mean the Office of the Commissioner of Major League Baseball (MLB), the Southern League, and their successors or assigns.

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

L. “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.

M. “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(D).

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

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

P. “City Construction Debt” shall mean any additional City debt including loans, warrants, and issuance costs, issued to finance capital projects at the Venue.

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. [Intentionally Deleted].¹

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

¹ NTD: This term was not used.

- 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 I(D) 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 Exhibits I(C)(1) and II(VV) attached. Such area(s) shall be a surface parking lot or lots, which are well-lighted, paved, and striped.

II. “Parking Plans and Specifications” shall mean the conceptual parking lot plan attached as Exhibit I(C)(1) hereto, as referenced in Recital C.

JJ. “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 or an adjacent property 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. City and BallCorps agree that in determining the reasonableness of interior signage, the parties shall use as the standard what is commonly permitted for interior signage, video boards, advertising, and electronic displays at other modern MLB Class AA and Class AAA ballparks. 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, compliance with applicable City Building Codes, and community standards of good taste and morality. For the avoidance of doubt, approved signage shall include: (i) all current interior facing signage, (ii) all current signage on free-standing structures within the ballpark including, but not limited to, video boards, batter’s eyes, bars, concession structures, and group area structures, and (iii) all replacements of any or all of the foregoing, subject to compliance with Building Codes. Signage improvements identified in the Venue Improvement Agreement (Exhibit I(D) to this Agreement), associated with the NLFB that comply with the Zoning Ordinance are conceptually approved.

KK. “Plans and Specifications” shall mean the preliminary plans and specifications attached in Exhibit I(D), 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. [Intentionally Deleted].

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).

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 Recital G.

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, as modified by the Applicable Sales Tax Proceeds payment described in subsection (c).

(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) annual City debt payments for City Construction Debt; **minus**

(iii) Applicable Lodging Tax Proceeds;

(b) One Million Dollars (\$1,000,000) except in years 2026-2028, for which Venue License Fee payments are specified as follows:

(i) 2025 payment (payable in 2026 pursuant to Article IV.A.1.): Paid according to 2018 License Agreement.

(ii) 2026 payment (payable in 2027 pursuant to Article IV.A.1.): One Million Two Hundred Fifty Thousand Dollars (\$1,250,000).

(iii) 2027 payment (payable in 2028 pursuant to Article IV.A.1.): One Million One Hundred Twenty Five Thousand Dollars (\$1,125,000)

(c) City shall credit the annual Applicable Sales Tax Proceeds remitted by BallCorps toward its Venue License Fee Payment.

2. Reduction of Lodging Tax Rates. In the event the City or any other governmental body reduces the rate of Applicable Lodging Taxes applied to City Construction 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.

3. Increase of Lodging Tax Rate. BallCorps acknowledges and agrees that the City may increase the rate of its Lodging Taxes by increasing the tax rate above 9% plus \$2.00 per night, and the City will retain tax revenues from any rate increases. No Lodging Tax proceeds collected as a result of rate increases above the tax rate as of August 1, 2025, will be included in the Applicable Lodging Taxes.

4. Reduction of Lodging Tax Collections. In the event that Applicable Lodging Taxes actually collected and received by the City in a given year amount to less than the prior year, then the Applicable Lodging Tax Proceeds for the Venue License Fees calculation shall be the greater of the current fiscal year's Applicable Lodging Taxes collected or a rolling three-year average.

5. Confirmation of Venue License Fees for Capital Projects. The Parties acknowledge that the actual amount of Venue License Fees Owed described in AAA(1)(a) above shall be established based on the City's actual construction costs for any capital projects, including change orders upon which the parties agree in writing, and any associated loan or bond payment schedules for the improvements as they are established in the contractor agreements and 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 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 April 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 31 of each year during the Term hereof, the Parties shall provide to each the information needed to calculate Venue License Fees (i.e., Applicable Lodging Taxes, City Sales Taxes remitted, City Construction Debt payments, etc.) for the prior calendar year. Venue License Fees shall be due and payable on April 15 of each year during the Term hereof. 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. 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.

5. Parking Revenue. Any parking revenue in Parking Area B described on Exhibit II(VV) 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 collected from sales of Novelties and Souvenirs at all City Events. BallCorps payments to the City shall be limited to the Venue License Fees.

1. Notwithstanding this Section, BallCorps, BallCorps Food and Beverage, and related entities shall pay to the City all City Sales Tax and Liquor Tax Proceeds collected by BallCorps and/or its affiliates in accordance with state and local law.

C. Maintenance.

1. BallCorps Maintenance. BallCorps shall pay and be responsible for Venue Area maintenance including, but not limited to, day-to-day interior 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(D) 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 architects, Populous and Gilbert, McLaughlin, Casella Architects. 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.

E. Agreements for Capital Projects. Prior to the issuance of any City Construction Debt, BallCorps and the City shall execute an agreement for capital projects for which the City shall incur City Construction Debt. Said agreement shall be similar in form to the Venue Improvement Agreement, which is Exhibit I(D) to this Agreement, and shall provide for project scope, cost, timeline, and other related matters. City will follow all applicable laws and procedures related to the issuance of debt and the award of related construction contracts.

F. Status of Venue License Fees. If in Venue License Fee payment default to the City, BallCorps shall not make dividend distributions to its investors until its Venue License Fees obligation in a given year has been fully satisfied.

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 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 Area B described on Exhibit II(VV). BallCorps acknowledges and agrees

that Existing Paved Parking Area B described in Exhibit II(VV) is complete. BallCorps further acknowledges and agrees that upon the completion of paving of Parking Area C described in Exhibit II(VV) and Exhibit I(C)(I), which improvements provided by the City shall include paving, lighting, landscaping, and striping, the City has met all parking requirements for BallCorps. Landscaping and lighting of all parking areas shall be of a quality and aesthetics consistent with Town Madison and mutually agreed upon between BallCorps and the City. Exhibit I(C)(I) is conceptual in nature only.

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.

B. 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.

C. 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. BallCorps shall provide BallCorps Non-Baseball Events on at least fifty (50) calendar days each year when baseball games are not scheduled. The City acknowledges that BallCorps may also host Non-Baseball Events on days when there are also baseball games.

D. 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.

E. 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.

F. 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.

G. [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 five (5) to ten (10) 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 Games.

(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 IX(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 of the 2018 License Agreement 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, cleaning, necessary BallCorps staffing, 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 Venue equipment, unless otherwise specified herein. Any changes to venue equipment as described Exhibit I(D) shall be mutually agreed upon.

C. Food and Beverage Concessions Equipment. City shall purchase and install all Food and Beverage Concessions Equipment described in Exhibit I(D) to make the Venue and 2025 Venue Improvements fully operational, consistent with the Plans and Specifications. City acknowledges that BallCorps' Venue License Fee payments will cover the costs of the Food and Beverage Concessions Equipment. Following completion of the 2025 Venue Improvements, BallCorps shall assume ownership of the Food and Beverage Concessions Equipment, along with responsibility for maintenance and replacement of the equipment.

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 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, expenses, or attorneys' fees incurred in connection with, or by reason of any act, omission or negligence of BallCorps or the Venue Manager for 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. For the avoidance of any doubt, BallCorps shall not indemnify or hold harmless the City from any fines, penalties, costs, fees or damages related to or arising out of City's intentional or willful refusal to ensure that the Venue meets MLB requirements.

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 any fines imposed by MLB for failure to maintain an MLB-compliant ballpark, and also 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 (5th) 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 Mayor of the City, which consent shall not be unreasonably withheld, conditioned or delayed, subject to applicable law and Section XXIV(H) of this Agreement, and 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 capable of satisfying in accordance with this Agreement all Venue License Fee payments to the commercially reasonable satisfaction of 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. BallCorps shall obtain and provide to the City written permission of the Baseball Authorities for such assignment prior to the City approving such request. Assignment shall not be effective until after the City approves the assignment and the parties execute the assignment documents.

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. However, City 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).

C. Remedies for a Default by BallCorps. Upon any Event of Default of BallCorps that remains uncured beyond the applicable cure periods specified above, the 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 the 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 XXV 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 three (3) representatives appointed by the City and two (2) representatives 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
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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 such tax is applicable to all professional sports and entertainment facilities in the City. This provision does not apply to any existing generally applicable sales, use, or other taxes. City shall credit the revenue from any additional ticket/admission/amusement tax that BallCorps may pay from operation of the Venue toward its Venue License Fee payment.

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. 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.

GG. City Right to Verify. The City, at its expense, shall have the limited right to verify the financial records of BallCorps documenting the generation of sales and liquor taxes at the Venue for the purpose of verifying the accuracy of Applicable Sales Tax Proceeds remitted and the Venue License Fees payment. 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 verification procedures. Any accounting verification procedures implemented 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 procedures.

HH. Architectural and Design Fees for the 2025 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 on the Effective Date of this Agreement.

II. Relocation of Bullpens. The cost of temporarily relocating the bullpens for the 2025 Venue Improvements shall be included in the project budget for the 2025 Venue Improvements.

JJ. Potential Further Development of New Left Field Building or other Capital Improvements.

1. The parties have spent considerable time and effort considering whether an enhanced NLFB (the “Enhanced NLFB”) comprising four floors total at the same location as the NLFB. The NLFB has been engineered and shall be constructed to accommodate a total of three additional floors on top of the first floor. Any further development of the Enhanced NLFB would require the mutual agreement of both parties. Should the parties agree in the future to develop the Enhanced NLFB it is the expectation that any public financing would be for a minimum term of twenty-five (25) years and the rent and financing formula set out herein shall be considered by both parties in good faith as the basis for financing the Enhanced NLFB. . The Enhanced NLFB is more particularly described in the 2024-2025 designs developed by Gilbert, McLaughlin, Casella Architects and in general as follows:

- (a) Floor one: MLB Compliant Clubhouse
- (b) Floor two: Conditioned Group Space with Adjacent Patio

(c) Floor three: Five Standard Suites and One Double Suite

(d) Floor four: Open Air Covered Rooftop Deck

2. As provided in II(AAA)(1)(a) and IV(E), the parties acknowledge that they may agree to construct other future capital improvement projects at the ballpark in addition to the 2025 Venue Improvements and Enhanced NLFB at the Venue. In such case, the parties shall collaborate in good faith and work with the Board of Advisors to develop the project type and scope, retain an architect's services, develop construction specifications, and reach an agreement on the terms of the project timeline, costs, and associated financing as described in Section IV(E). The parties intend in good faith to utilize the same funding formula and methodology set forth in Article II, Section AAA, herein.

KK. Recitals. All Recitals of this Agreement are incorporated into and are a part of said Agreement as if fully set out herein.

ARTICLE XXV

MLB REQUIRED PROVISIONS

A. 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.

B. 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.

[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 _____, 2025.

[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 _____,
2025.

[NOTARIAL SEAL]

Notary Public
My Commission Expires:_____

SUMMARY OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
I(C)(1)	Conceptual Plan of Parking Improvements
I(D)	Venue Improvement Agreement
II(BB)	Management Agreement
II(OO)	Site
II(UU)	Venue
II(VV)	Venue Area

Conceptual Plan of Parking Improvements

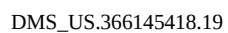


EXHIBIT I(D)

Venue Improvement Agreement

EXHIBIT II(BB)**Management Agreement**

The Venue Management Agreement dated February 13, 2018 is hereby incorporated by reference.

EXHIBIT II(OO)

Site

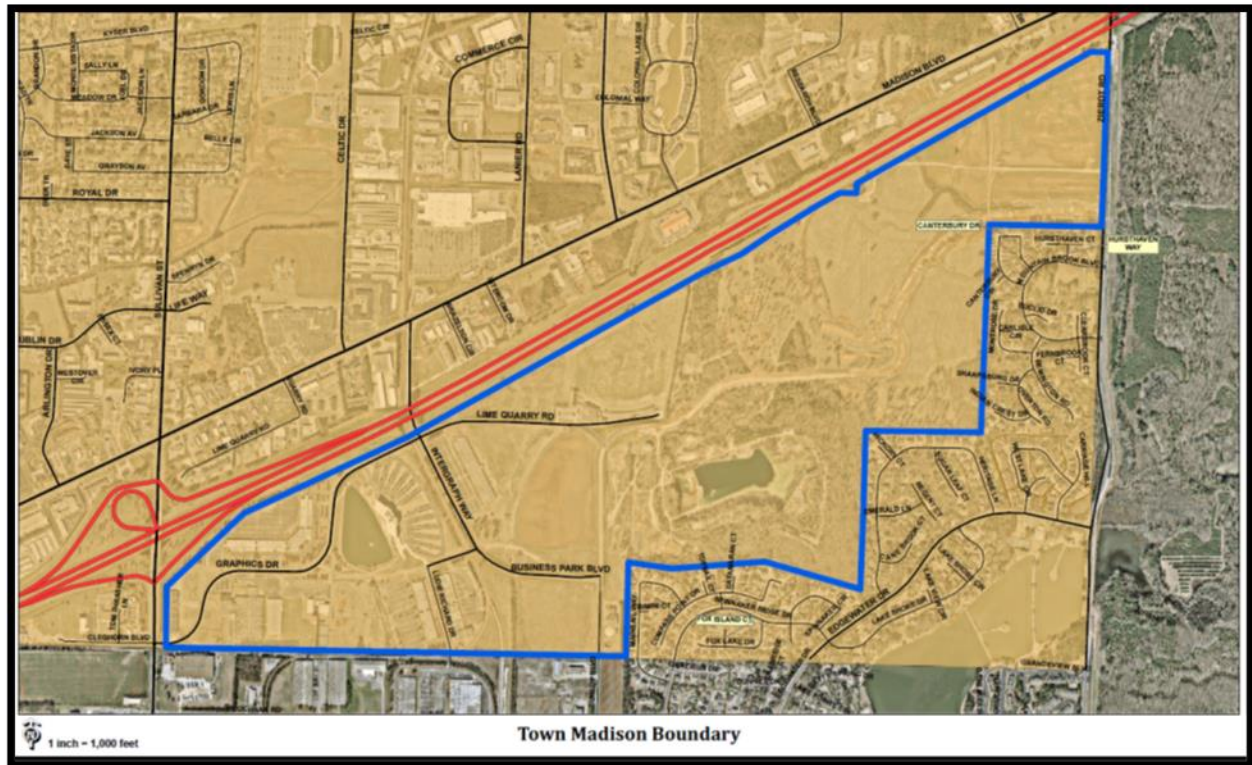


EXHIBIT II(UU)

Venue

Existing
ballpark

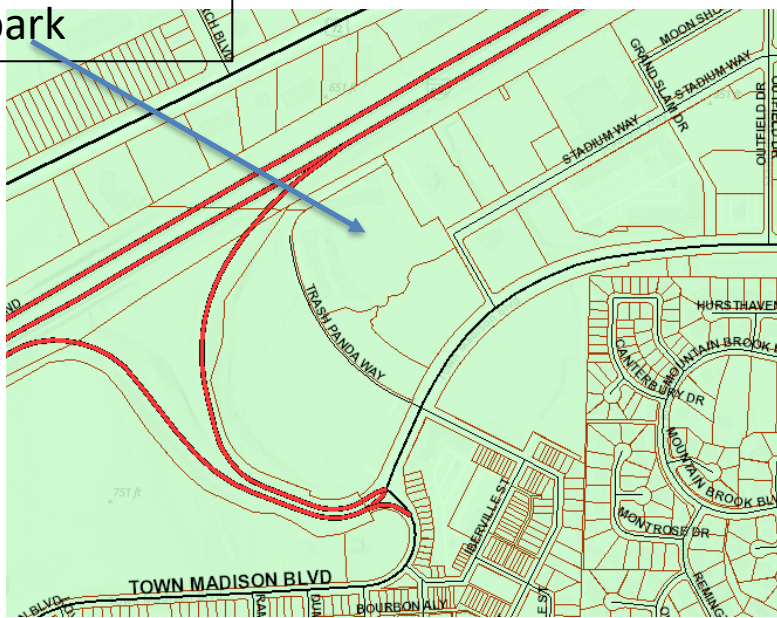


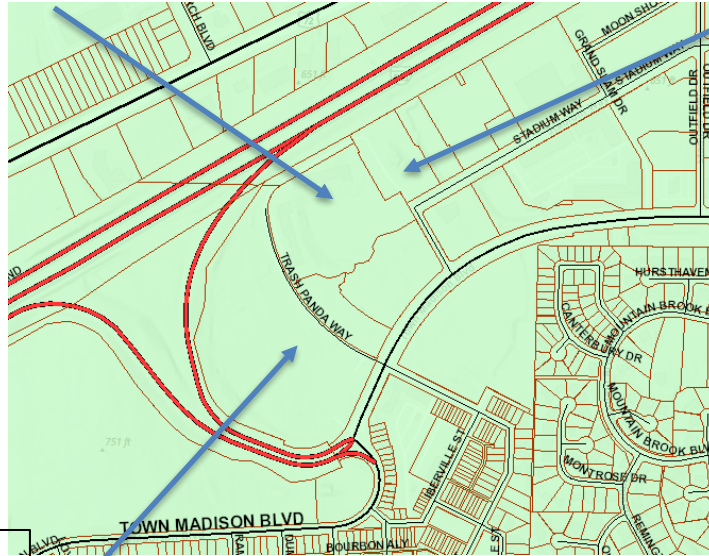
EXHIBIT II(VV)**Venue Area [A + B + C indicated below]****Ballpark****New ballpark
parking area
C****Existing Paved
Parking
B**

EXHIBIT I(D) TO LICENSE AGREEMENT
VENUE IMPROVEMENT AGREEMENT

This Venue Improvement Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2025 (“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 _____, 2025, 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 and MLB Facility Standards, the Parties have agreed that the City shall fund and cause to be constructed certain improvements to the Venue, as defined in this Agreement, and the parties desire to ratify all actions taken prior to the date of this Agreement.
- C. The City will complete the project defined in this Agreement as a part of its capital maintenance obligations defined in the License Agreement using existing capital maintenance funding.
- D. 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 generally described and depicted on Exhibit A attached hereto and by the final plans and specifications dated May 16, 2025, for the multi-purpose stadium outfield building as incorporated into Bid No. 2025-013-ITB.
- (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. The City will also provide the Venue Improvements Equipment, which is listed in general in Exhibit D to this 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 this Agreement.

ARTICLE IV PROJECT FUNDING & CONDITIONS

Section 4.01 Project Funding. The City plans to finance the construction of the Venue Improvements and install the Venue Improvements Equipment with the proceeds of cash balances from Venue capital maintenance funding as provided in the License Agreement. The City has established a maximum project budget of twelve million five hundred thousand dollars (\$12,500,000). Subject to applicable law, the City may, in its sole discretion, choose to finance any portion of the Venue Improvements.

Section 4.02 Project Conditions. The Project is subject to the satisfaction of the following conditions:

- (a) City has delivered to BallCorps final construction plans, designs, and specifications for the development of the Venue Improvements Project (“Construction Plans”), and BallCorps has approved those Construction Plans. City agrees that any further approvals shall not be unreasonably withheld, conditioned, or delayed.
- (b) 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;
- (c) 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 use public funds and credit for purposes of the Venue Improvements Project;
- (d) City has sufficient cash balances and is otherwise prepared to close on any debt financing sufficient to complete construction of the Venue Improvements Project; and
- (e) 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, construction delays and extensions of time contemplated in the construction contract, 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 Approval of Construction Plans. Neither Party’s approval of the Construction Plans or modifications to said 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. City agrees to award a bid for construction of the Venue Improvements Project in general conformance with the timeline established in the Project Timeline, subject to Permitted Delays described in Section 5.04 and extensions of time as contemplated in Section 4.02(e) of this Agreement.

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, as well as extensions of time contemplated in Section 4.02(e) of this Agreement.

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, BallCorps 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 (3rd) day after deposit in the mail, or the first (1st) 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 A. 1 – Outfield Building Description A. 2 – Parking Lot Description
B	Legal Description of Venue Improvements Real Estate
C	Project Timeline
D	Venue Improvements Equipment

EXHIBIT A
DESCRIPTION OF VENUE IMPROVEMENTS PROJECT

EXHIBIT A.1
OUTFIELD BUILDING

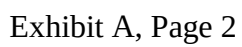
General Description

This project consists of the construction of a split-level building located along the outfield line adjacent to the third base foul pole and visitors' bullpen. The building will provide approximately 8,200 gross square feet (gsf) at the Field Level. The program for Level 1 will include spaces typically expected to support the needs of a visitors' locker room, including a training room, commissary, laundry, office, bullpen toilet, and storage and mechanical spaces. Level 2 will be approximately 7,400 gsf of Open-Air Concourse at the Main Concourse Level, along with associated vertical circulation - an open stair, elevator, and enclosed fire stair. Overall, the approximate building size is 15,600 gsf. The project will include utility work to support the building, expansion of the outfield concourse area, removal of temporary pedestrian egress scaffolding, removal of temporary bullpens (Alternate 2), and minor landscaping.

Preliminary sitework including excavation, installation of temporary pedestrian access stairs, utility relocation, and construction of temporary bullpens will be completed as part of an early release package (ERP) and will not be part of this project.

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.



Paving, perimeter landscaping, and lighting as generally depicted in the preliminary design below.

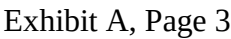


EXHIBIT B

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
2025		
July 17, 2025	Open bids for Venue Improvements construction & Planning Commission review of Location, Character, and Extent of Venue Improvements.	Completed as of Agreement date.
August 11, 2025	City Council vote to award bid for construction.	Completed as of Agreement date.
August 26, 2025	Notice to Proceed issued to construction contractor.	Completed as of Agreement date.
November 8, 2025	Substantial Completion of site work and Early Release Package work.	Based on site work contractor's schedule as of the effective date of this Agreement.
November 10, 2025	Commencement of construction at the site.	
April 1, 2026	Completion of parking lot paving and improvements.	
2026		
April 1-May 1, 2026	Substantial Completion of Visitor Locker Room and Clubhouse	

EXHIBIT D**VENUE IMPROVEMENTS EQUIPMENT**

- Furniture
 - Desks
 - Dining and folding chairs
 - Dining and meeting tables
 - Tables
 - Desks chairs
 - Conference table
 - Conference chairs
 - Office chairs
 - Lockers
- Food and Beverage Concessions Equipment
 - Microwaves
 - Dishwashers
 - Refrigerators
 - Refrigerated Merchandisers
 - Sinks
 - Shelving, cabinetry, racks
 - Dishwashers
 - Faucets, sinks, drains
 - Condensing units
 - Evaporator coils
 - Ice makers
 - Trash receptacles
 - Tables
 - Electrical controls
 - Fire compression systems
- IT/Security Cameras
- AV
- Access Control
- Signage

Note: The Venue Improvements Equipment is more particularly described in the Food Service Equipment Project Manual dated May 16, 2025, as published with Bid No. 2025-013-ITB.

ORDINANCE NO. 2025-229

AN ORDINANCE AMENDING SECTION 10-230 OF THE MADISON CITY CODE REGARDING THE 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 (the 2% portion 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; and

WHEREAS, the project authorized by Ordinance No. 2019-148 did not proceed, and the City Council desires to remove language dedicating lodging tax proceeds to said project; and

WHEREAS, in anticipation of future improvements to Toyota Field as described in Ordinance Number 2025-230 authorizing an Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, the City Council desires to provide for certain lodging tax revenue dedications for debt service for future capital projects at Toyota Field; and

WHEREAS, the City Council desires to confirm in the City Code the current dedication of certain lodging taxes within the Town Madison development to debt service on the General Obligation Economic Development Warrants, Series 2022, authorized by Ordinance No. 2022-334, which were issued to finance the construction of the second phase of the Town Madison interchange;

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 opened for business prior to May 1, 2018, outside of the Town Madison Cooperative District boundaries, revenues resulting from the two percentage point (2%) portion of the total lodging taxes collected pursuant to this article, 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 or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2025-230. Upon satisfying said debt service requirement, the remainder of the proceeds generated from the lodging tax proceeds dedicated in this Section 10-230(b) may be deposited into the general fund.
- (c) For any hotel that has opened or will open for business on or after May 1, 2018, 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 or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2025-230. Upon satisfying said debt service requirement, the remainder of the lodging tax proceeds dedicated in this Section 10-230(c) may be deposited into the general fund.
- (d) For any hotel inside the boundaries of the Town Madison Cooperative District, lodging tax revenues shall be appropriated to pay debt services as follows:
 - a. For the first three (3) hotels that opened inside the boundaries of the Town Madison Cooperative District, all lodging taxes shall be dedicated to ballpark debt service on the Series 2018-A General Obligation Taxable Warrants or other debt issued to pay for ballpark capital improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2025-230.
 - b. For any other hotels that have opened or will open within the boundaries of the Town Madison Cooperative District after January 1, 2025:
 - i. Seven (7) percentage points plus \$1 per night shall be dedicated to debt service on the General Obligation Economic Development Warrants, Series 2022, authorized by Ordinance No. 2022-334.
 - ii. Two (2) percentage points and \$1 per night of lodging taxes shall be dedicated to ballpark debt service on the Series 2018-A General

Obligation Taxable Warrants or other debt issued to pay for Venue improvements, as provided in the Amended and Restated Venue Lease, License, and Management Agreement with BallCorps, LLC, authorized by Ordinance Number 2025-230.

- c. Upon satisfying said debt service requirements, the remainder of the lodging tax proceeds dedicated in this Section 10-230(d) may be deposited into the general fund.
- (e) Upon the retirement of the debt of the Series 2018-A General Obligation Taxable Warrants, the Series 2022 General Obligation Economic Development Warrants, or any other economic development warrants that the City Council may authorize for ballpark capital improvements, the lodging tax proceeds dedicated in this Section 10-230 shall be deposited in the city's general fund, subject to appropriation by the City Council for any lawful purpose of the city.

Section 2. This Ordinance shall be effective on the date of its passage and proper publication once in a newspaper of general circulation in the City of Madison following its adoption.

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 City 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 _____, 2025.

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 _____, 2025.

Paul Finley, Mayor
 City of Madison, Alabama

ORDINANCE NO. 2025-276

AN ORDINANCE FOR THE VACATION OF A UTILITY & DRAINAGE EASEMENT LOCATED WITHIN 143 INWOOD TRAIL, LOT 3 OF WOODLAND HILLS SUBDIVISION, THIRD ADDITION

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 **Hardik V. Patel** requesting the vacation of a portion of a utility & drainage easement located within Lot 3 of Woodland Hills Subdivision, Third Addition, and further described as follows:

COMMENCING AT NE CORNER OF LOT 3 OF WOODLAND HILLS THIRD ADDITION, A RESUBDIVISION OF TRACT A IN WOODLAND HILLS SECOND ADDITION AS RECORDED IN PB 28, P 69, AS RECORDED IN PLAT BOOK 32, PAGE 48, IN THE PROBATE RECORDS OFFICE OF MADISON COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 45 MINUTES 38 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 45 MINUTES 38 SECONDS WEST A DISTANCE OF 74.90 FEET TO A POINT; THENCE SOUTH 01 DEGREES 14 MINUTES 22 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 74.89 FEET TO A POINT; THENCE NORTH 01 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, SAID DESCRIBING TRACT CONTAINING 374.50 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 **Hardik V. Patel** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of September 2025.

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

ATTEST:

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

APPROVED this _____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

143 INWOOD TRAIL
MADISON, ALABAMASTATE OF ALABAMA
MADISON COUNTY

I, BEN GEORGE LEWIS, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF LOT 3, BLOCK 9, ACCORDING TO THE PLAT OF WOODLAND HILLS THIRD ADDITION, A RESUBDIVISION OF TRACT A IN WOODLAND HILLS SECOND ADDITION AS RECORDED IN PB 28, P 69, AS RECORDED IN PLAT BOOK 32, PAGE 48, IN THE PROBATE RECORDS OFFICE OF SAID COUNTY, ALABAMA; THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA AS ADOPTED BY THE ALABAMA SOCIETY OF PROFESSIONAL LAND SURVEYORS; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS ONTO OR FROM ADJOINING PROPERTY, THAT THERE ARE NO RIGHT-OF WAY, EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THAT UTILITIES WITHIN DEDICATED EASEMENTS ARE NOT NECESSARILY SHOWN; THAT NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO LEWIS LAND, LLC FOR THE SUBJECT PROPERTY; THAT THERE MAY BE RECORDED OR UNRECORDED INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY; THAT FOOTINGS AND EAVE OVERHANGS ARE GENERALLY NOT SHOWN; THAT SAID PROPERTY LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MADISON, ALABAMA; THAT THE ADDRESS, BASED ON RELIABLE SOURCES AVAILABLE TO THE UNDERSIGNED IS 143 INWOOD TRAIL, MADISON, ALABAMA; THAT SAID PROPERTY LIES IN ZONES " X " ACCORDING TO F.I.R.M. COMMUNITY-PANEL 010308 0304 E, DATED OCTOBER 2, 2014. THIS DETERMINATION WAS MADE FROM MAP OVERLAYS ONLY, NOT FROM A FIELD SURVEY.

ACCORDING TO THIS SURVEY PLOT PLAN, UNDER MY DIRECT SUPERVISION, THIS 20TH DAY OF FEBRUARY, 2024.

Ben George Lewis
BEN GEORGE LEWIS, ALABAMA PLS# 20639

Variance 1:

Commencing at NE of Lot 3 of WOODLAND HILLS THIRD ADDITION, A RESUBDIVISION OF TRACT A IN WOODLAND HILLS SECOND ADDITION AS RECORDED IN PB 28, P 69, AS RECORDED IN PLAT BOOK 32, PAGE 48, IN THE PROBATE RECORDS OFFICE OF SAID COUNTY, ALABAMA; thence North 88°45'38" West, 84.90' and South 01°14'22" West, 8.91' to the Point of Beginning; thence from the Point of Beginning, South 01°14'22" West, a distance of 6.09' to a point; thence South 88°45'38" East, distance of 16.00' to a point; thence North 01°14'22" East, a distance of 6.09' to a point; thence North 88°45'38" West, a distance of 16.00' to the Point of Beginning; said described tract containing 97.45 sq. ft., more or less.

Variance 2:

Commencing at SE of Lot 3 of WOODLAND HILLS THIRD ADDITION, A RESUBDIVISION OF TRACT A IN WOODLAND HILLS SECOND ADDITION AS RECORDED IN PB 28, P 69, AS RECORDED IN PLAT BOOK 32, PAGE 48, IN THE PROBATE RECORDS OFFICE OF SAID COUNTY, ALABAMA; thence North 88°03'47" West, 47.15' and North 00°56'43" East, 11.35' to the Point of Beginning; thence from the Point of Beginning, North 88°45'38" West, a distance of 19.13' to a point; thence North 01°14'22" East, distance of 3.55' to a point; thence South 89°03'17" East, a distance of 19.13' to a point; thence South 01°14'22" West, a distance of 3.65' to the Point of Beginning; said described tract containing 68.85 sq. ft., more or less.

Variance 3:

Commencing at NE of Lot 3 of WOODLAND HILLS THIRD ADDITION, A RESUBDIVISION OF TRACT A IN WOODLAND HILLS SECOND ADDITION AS RECORDED IN PB 28, P 69, AS RECORDED IN PLAT BOOK 32, PAGE 48, IN THE PROBATE RECORDS OFFICE OF SAID COUNTY, ALABAMA; thence North 88°45'38" West, 10.00' to the Point of Beginning; thence from the Point of Beginning, North 88°45'38" West, a distance of 74.90' to a point; thence South 01°14'22" West, distance of 5.00' to a point; thence South 88°45'38" East, a distance of 74.89' to a point; thence North 01°19'58" East, a distance of 5.00' to the Point of Beginning; said described tract containing 374.50 sq. ft., more or less.

PLOT PLAN FOR: HARDIK PATEL
REQUESTED BY: HARDIK
REFERENCE: PATEL
TYPE OF PLOT: BOUNDARY / PLOT PLAN
DATE OF FIELD SURVEY: JANUARY 10, 2024
OFFICE WORK COMPLETED: MARCH 14, 2024
W.O.#143IT FIELD BK/PG 106/44 DRAWN BY: BGL

LEWIS LAND SURVEYING
2697 READY SECTION RD
TONEY, AL 35773
OFF. 1-256-759-8418 FAX. 1-256-420-2814
EMAIL: LEWISLANDLLC@GMAIL.COM

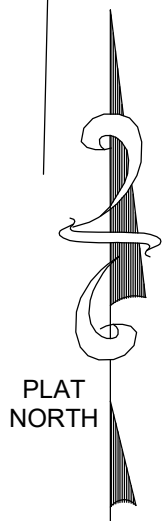
LEGEND

- - IRON PIN FOUND.(SIZE SHOWN IS THE OUTSIDE DIAMETER.)
- - CONCRETE MONUMENT FOUND.
- ⊙ - PK NAIL FOUND.
- - #5 REBAR SET CAPPED LEWIS LAND, CA-0508-LS
- - CONCRETE MONUMENT SET STAMPED LEWIS PLS# 20639.
- ⊙ - PK NAIL SET WITH DISK STAMPED LEWIS PLS# 20639.
- △ - TRAVERSE POINT.
- - UTILITY POLE.
- U- OVERHEAD UTILITY LINE(S).
- ROW - RIGHT OF WAY.
- X-- - FENCE.
- - CONCRETE.
- () - RECORD.
- NOT TO SCALE.
- Ac - ACRES.
- CL - CENTERLINE.
- D.B. - DEED BOOK.
- ESMNT - EASEMENT.
- MBL - MINIMUM BUILDING LINE.
- P.B. - PLAT BOOK.
- PG. - PAGE.
- PP - PINCHED PIPE.
- RE.MON. - REFERENCE MONUMENT.
- U&D - UTILITY & DRAINAGE.

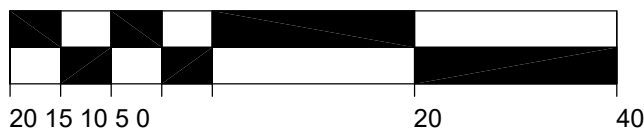


MILLER BOULEVARD TRUST
PO BOX 971,
MADISON, AL 357580971
DB 2016, PG 346500

CHADRICK 4TH ADD.
PB 24, PG 9



MEASURED CURVE DATA TABLE				
Id	Delta	Radius	Chord	Ch Bear
C1	00°20'35"	1220.00'	7.30'	N 00°54'14" E



**LOT 3
BLK 9**
0.41 acres
18008.17 sq ft

PROPOSED RESIDENCE
PROPOSED FFE ELEV.
AS PER PLOT PLAN=101.00'
(ACTUAL ELEV.= 849.50')

PLOT PLAN FOR: HARDIK PATEL
REQUESTED BY: HARDIK
REFERENCE: PATEL
TYPE OF PLOT: BOUNDARY / PLOT PLAN
DATE OF FIELD SURVEY: JANUARY 10, 2024
OFFICE WORK COMPLETED: MARCH 14, 2024
W.O.#143IT FIELD BK/PG 106/44 DRAWN BY: BGL

LEWIS LAND SURVEYING
2697 READY SECTION RD
TONEY, AL 35773
OFF. 1-256-759-8418 FAX. 1-256-420-2814
EMAIL: LEWISLANDLLC@GMAIL.COM

LEGEND

- - IRON PIN FOUND.(SIZE SHOWN IS THE OUTSIDE DIAMETER.)
- - CONCRETE MONUMENT FOUND.
- ⊙ - PK NAIL FOUND.
- - #5 REBAR SET CAPPED LEWIS LAND, CA-0508-LS
- - CONCRETE MONUMENT SET STAMPED LEWIS PLS# 20639.
- ⊙ - PK NAIL SET WITH DISK STAMPED LEWIS PLS# 20639.
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- P.B. - PLAT BOOK.
- PG. - PAGE.
- PP - PINCHED PIPE.
- RE.MON. - REFERENCE MONUMENT.
- U&D - UTILITY & DRAINAGE.



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

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

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

COMMENCING AT NE CORNER OF LOT 3 OF WOODLAND HILLS THIRD ADDITION, A RESUBDIVISION OF TRACT A IN WOODLAND HILLS SECOND ADDITION AS RECORDED IN PB 28, P 69, AS RECORDED IN PLAT BOOK 32, PAGE 48, IN THE PROBATE RECORDS OFFICE OF MADISON COUNTY, ALABAMA; THENCE NORTH 88 DEGREES 45 MINUTES 38 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, NORTH 88 DEGREES 45 MINUTES 38 SECONDS WEST A DISTANCE OF 74.90 FEET TO A POINT; THENCE SOUTH 01 DEGREES 14 MINUTES 22 SECONDS WEST A DISTANCE OF 5.00 FEET TO A POINT; THENCE SOUTH 88 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 74.89 FEET TO A POINT; THENCE NORTH 01 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, SAID DESCRIBING TRACT CONTAINING 374.50 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD to said Grantee, his 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 September, 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand this the _____ day of September 2025.

Notary Public

ORDINANCE NO. 2025-277

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOTS 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **MHH, Inc.** requesting the vacation of a portion of utility & drainage easement located within Lots 8 & 9 of Block 2 of Eastview Manor Subdivision and further described as follows:

BEING A PORTION OF LOT 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE OFFICE OF JUDGE OF PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1" OPEN TOP PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK 2; THENCE SOUTH 01 DEGREES 23 MINUTES 00 SECONDS WEST AT A DISTANCE OF 7.50 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 88 DEGREES 46 MINUTES 42 SECONDS EAST AT A DISTANCE OF 7.50 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 00 SECONDS WEST AT A DISTANCE OF 401.48 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 46 SECONDS WEST AT A DISTANCE OF 15.00 FEET ; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST AT A DISTANCE 401.51 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 42 SECONDS EAST AT A DISTANCE 7.50 FEET TO THE POINT OF BEGINNING; CONTAINING 6,022 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

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

READ, PASSED, AND ADOPTED this ____ day of September 2025.

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

ATTEST:

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

APPROVED this _____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

EXHIBIT

DATE:03/13/2025

THIS IS NOT A LAND BOUNDARY SURVEY.



GRID NORTH

NOTE: The purpose of this exhibit is to depict a portion of an easement as shown hereon.

LINE TABLE		
#	BEARING	DISTANCE
L1	S1° 23' 00"W	7.50'
L2	S88° 46' 42"E	7.50'
L3	N88° 52' 46"W	15.00'
L4	S88° 46' 42"E	7.50'

PART OF LOT 9, BLOCK 2
EASTVIEW MANOR SUBDIVISION
(PB: 06, PG: 99)
OWNER: JAMES & CARLY SKINNER GAY

A PORTION OF LOT 8 & LOT 9 BLOCK 2
CONTAINING 6,022 SQUARE FEET, OR 0.14 ACRES ±

PART OF LOT 9
BLOCK 2
(DB: 2024, PG: 20584)

N1° 23' 00"E 401.51'

POINT OF BEGINNING

S1° 23' 00"W 401.48'

PART OF LOT 8
BLOCK 2
(DB: 2024, PG: 20584)

POINT OF COMMENCEMENT
1" open top pipe of Lot 1 of the
second phase of Eastview Manor
subdivision, as recorded in PB: 06,
PG: 99, in the Office of the Judge
of Probate in Madison County

PART OF LOT 8
BLOCK 2
(DB: 2024, PG: 20584)
OWNER: MHH, INC.

LEGEND

- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- SET 1/2" REBAR CAPPED "HSM CA #1031"
- FOUND MONUMENTATION (AS NOTED)
- FOUND CONCRETE MONUMENT

BRENTWOOD LANE



HALLIBURTON

SURVEYING & MAPPING, INC.

PO BOX 18652 HUNTSVILLE, AL 35804

P: 256.947.1452

gohsm.com

DATE
03/13/2025

JOB NO.
25-037

DRAWN BY
RLS

CHECKED BY
MTH

SHEET NO.
1

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

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

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

BEING A PORTION OF LOT 8 AND 9, BLOCK 2 OF EASTVIEW MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 6 ON PAGE 99 IN THE OFFICE OF JUDGE OF PROBATE RECORDS OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1” OPEN TOP PIPE FOUND AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK 2; THENCE SOUTH 01 DEGREES 23 MINUTES 00 SECONDS WEST AT A DISTANCE OF 7.50 FEET ALONG THE EAST BOUNDARY LINE OF SAID LOT 9 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH 88 DEGREES 46 MINUTES 42 SECONDS EAST AT A DISTANCE OF 7.50 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 00 SECONDS WEST AT A DISTANCE OF 401.48 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 46 SECONDS WEST AT A DISTANCE OF 15.00 FEET ; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST AT A DISTANCE 401.51 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 42 SECONDS EAST AT A DISTANCE 7.50 FEET TO THE POINT OF BEGINNING; CONTAINING 6,022 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of September, 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand this the _____ day of September 2025.

Notary Public

ORDINANCE NO. 2025-278

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENTS LOCATED WITHIN LOTS 178 AND 179 OF BELLAWOODS PHASE 4 SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Diltina Development Corporation** requesting the vacation of portions of two utility and drainage easements located within Lots 178 and 179 of Phase 4 of Bellawoods Subdivision and further described as follows:

Easement “A” (within Bellawoods Phase 4 Lot 178)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN TRACT 3C OF THE FINAL PLAT OF BELLAWOODS – PHASE 2B AS RECORDED IN PLAT BOOK L, PAGES 130-131 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 61 OF THE FINAL PLAT OF SAID BELLAWOODS – PHASE 2; THENCE RUN NORTH 86 DEGREES 34 MINUTES 58 SECONDS WEST, 934.47 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 61 DEGREES 07 MINUTES 48 SECONDS WEST, 43.92 FEET TO A POINT; THENCE RUN NORTH 15 DEGREES 45 MINUTES 21 SECONDS WEST, 4.13 FEET TO A POINT; THENCE RUN NORTH 30 DEGREES 07 MINUTES 21 SECONDS EAST, 55.35 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 07 MINUTES 39 SECONDS EAST, 6.62 FEET TO A POINT; THENCE RUN SOUTH 10 DEGREES 08 MINUTES 41 SECONDS EAST, 29.99 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.020 ACRES (890 SQUARE FEET) MORE OR LESS.

And

Easement “B” (within Bellawoods Phase 4 Lot 179)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE

Ordinance 2025-278

Vacation of Easement – Lots 178 & 179 of Bellawoods Phase 4 Subdivision

Page 1 of 2

JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN TRACT 3C OF THE FINAL PLAT OF BELLAWOODS – PHASE 2B AS RECORDED IN PLAT BOOK L, PAGES 130-131 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 61 OF THE FINAL PLAT OF SAID BELLAWOODS – PHASE 2; THENCE RUN NORTH 85 DEGREES 28 MINUTES 17 SECONDS WEST, 867.43 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 81 DEGREES 08 MINUTES 34 SECONDS WEST, 54.28 FEET TO A POINT; THENCE RUN NORTH 10 DEGREES 08 MINUTES 41 SECONDS WEST, 22.70 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 07 MINUTES 39 SECONDS EAST, 55.17 FEET TO A POINT; THENCE RUN SOUTH 35 DEGREES 55 MINUTES 36 SECONDS EAST, 5.60 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.017 ACRES (724 SQUARE FEET) MORE OR LESS.

SECTION 2. That the easements requested for vacation are not used by the City, and they are 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 easements.

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

READ, PASSED, AND ADOPTED this ____ day of September 2025.

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

ATTEST:

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

APPROVED this ____ day of September 2025.

Paul Finley, Mayor
City of Madison, Alabama

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

STATE OF ALABAMA	§	QUITCLAIM DEED
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF LIMESTONE	§	<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 easements described below and does by these presents release, remise, quitclaim, and convey unto **Diltina Development Corporation**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easements situated in Madison, Limestone County, Alabama, to-wit:

Easement “A” (within Bellawoods Phase 4 Lot 178)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN TRACT 3C OF THE FINAL PLAT OF BELLAWOODS – PHASE 2B AS RECORDED IN PLAT BOOK L, PAGES 130-131 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 61 OF THE FINAL PLAT OF SAID BELLAWOODS – PHASE 2; THENCE RUN NORTH 86 DEGREES 34 MINUTES 58 SECONDS WEST, 934.47 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 61 DEGREES 07 MINUTES 48 SECONDS WEST, 43.92 FEET TO A POINT; THENCE RUN NORTH 15 DEGREES 45 MINUTES 21 SECONDS WEST, 4.13 FEET TO A POINT; THENCE RUN NORTH 30 DEGREES 07 MINUTES 21 SECONDS EAST, 55.35 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 07

MINUTES 39 SECONDS EAST, 6.62 FEET TO A POINT; THENCE RUN SOUTH 10 DEGREES 08 MINUTES 41 SECONDS EAST, 29.99 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.020 ACRES (890 SQUARE FEET) MORE OR LESS.

And

Easement “B” (within Bellawoods Phase 4 Lot 179)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN TRACT 3C OF THE FINAL PLAT OF BELLAWOODS – PHASE 2B AS RECORDED IN PLAT BOOK L, PAGES 130-131 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 61 OF THE FINAL PLAT OF SAID BELLAWOODS – PHASE 2; THENCE RUN NORTH 85 DEGREES 28 MINUTES 17 SECONDS WEST, 867.43 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 81 DEGREES 08 MINUTES 34 SECONDS WEST, 54.28 FEET TO A POINT; THENCE RUN NORTH 10 DEGREES 08 MINUTES 41 SECONDS WEST, 22.70 FEET TO A POINT; THENCE RUN SOUTH 80 DEGREES 07 MINUTES 39 SECONDS EAST, 55.17 FEET TO A POINT; THENCE RUN SOUTH 35 DEGREES 55 MINUTES 36 SECONDS EAST, 5.60 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.017 ACRES (724 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 September 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

§

§

§

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

Given under my hand this the ____ day of September 2025.

Notary Public

ORDINANCE NO. 2025-289

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN TRACT 1 OF TALL OAKS SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of the **Church of Jesus Christ of Latter-Day Saints** requesting the vacation of a portion of utility & drainage easement located within Tract 1 of Tall Oaks Subdivision and further described as follows:

BEING A PORTION OF TRACT 1 ACCORDING TO THE CERTIFIED PLAT OF TALL OAKS SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH CAPPED REBAR "GILBERT 0319" LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD AND BEING THE NORTHEAST CORNER OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST (LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE) ALONG THE EASTERLY LINE OF SAID TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST (LEAVING SAID EASTERLY LINE) A DISTANCE OF 1347.40 FEET TO A 1/2 INCH REBAR CAPPED "HSM CA#1031"; THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 543.46 FEET TO A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD; THENCE NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.45 FEET; THENCE NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST (LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE) A DISTANCE OF 26.70 FEET TO THE POINT OF BEGINNING OF A TRACT OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE AND TERMINATING ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD AND TERMINATING ON THE SOUTH BY THE NORTHERLY LIMITS OF A 20-FOOT UTILITY AND DRAINAGE EASEMENT AS DEPICTED ON SAID TALLS OAKS SUBDIVISION ; THENCE RUN NORTH 2 DEGREES 36 MINUTES 24 SECONDS EAST A DISTANCE OF 835.46 FEET TO THE POINT OF ENDING. CONTAINING 16,711 SQUARE FEET OR 0.38 ACRES, MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easement in favor of the **Church of Jesus Christ of Latter-Day Saints** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of October 2025.

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

ATTEST:

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

APPROVED this ____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

- NOTES:
- Owner: The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, by virtue of that certain General Warranty Deed from Mark Anthony Richardson filed 7/3/2024, in Deed Book 2024, Page 22132 in the Office of the Judge of Probate of Madison County, Alabama.
 - The bearing base for this survey is based on Alabama East Zone State Plane Coordinate System of 1983 (NAD83), as determined by redundant RTK GPS observations. The linear error of precision of this plat does not exceed 1:10,000.
 - This subdivision contains 2 lots totaling 959,260 square feet, or 22.03 acres, more or less.
 - The smallest lot is Lot 1 containing 477,700 square feet or 10.97 acres, more or less.
 - All new utilities to be installed must be underground.
 - In the event of future construction and adverse conditions are uncovered, the City Engineer may require modifications to the extent necessary to assure compliance with the City's Construction Specifications Manual and Stormwater Management Plan.
 - Subject property is zoned R-3 High Density Residential District and AG.
 - Subject property is situated in a portion of Section 6, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama.
 - Property as shown hereon is subject to the recorded plat of Tall Oaks Subdivision, as recorded in PB: 19, Pg. 22 in the Office of the Judge of Probate of Madison County, Alabama.
 - This subdivision contains no public streets.
 - There is a 15 foot public utility and drainage easement along all street right-of-ways, unless otherwise shown.
 - There is a 5 foot public utility and drainage easement around the perimeter of each lot unless otherwise shown.
 - All drainage ditches are to be centered on the property lines unless shown otherwise.
 - All lots shall be graded so that run-off will be directed to the street or to drainage ways in a dedicated easement.
 - Setbacks are governed by the latest edition of the City of Madison Zoning Ordinance.
 - Field data was collected using robotic total station, RTK GPS, and base and rover GPS.
 - The adjoining owner information as shown hereon was taken from the Madison County Tax Assessor's Office. This information is deemed reliable, but is not warranted or guaranteed.

CITY OF MADISON REQUIRED NOTES

- Minimum finish floor elevations (MFFE) shall be established for all lots. The MFFE shall meet current building code and engineering department requirements for storm water drainage. Any lot located within a special flood hazard area shall meet the City of Madison flood ordinance requirements for building structures.
- Driveways shall be placed as far away from the intersection as possible and driveway shall not be within the radius of any intersection, does not conflict with intersection sight distance. does not conflict with any utility, and does not conflict with any ADA accessibility structure.
- Any retaining wall to be constructed shall be permitted through the City of Madison Building Department. Any retaining wall with unbalanced fill 48 inches or higher shall be designed by a professional engineer, and stamped design shall be submitted as part of the permit application.
- No part of any hard surface driveway to be allowed in a side yard easement that has existing infrastructure within.
- If applicable: The Conservancy/Wetland Area as shown on the plat and/or construction plans hereby meets the Environmental Protection Agency and the United States Corps of Engineers regulations pertaining to the delineation and mitigation requirements of wetlands. The wetlands are required by law to be left in its natural state. The use and maintenance of the Conservancy/Wetland Area as shown is restricted by law.
- Areas depicted as 1% annual chance floodplain and wetland are covered with a Conservation/Drainage Easement and are to be left in its natural state except for the area already disturbed by the 20' wide permanent sanitary sewer easement (DB: 753, PG:120). The 1% annual chance floodplain is defined as the area that lies within Zone AE and AE (Regulated Floodway) according to the Flood Insurance Rate Map published by the Federal Emergency Management Agency for the City of Madison, Alabama (Community Pane 010308) Madison County, Alabama (Community Panel 010151), Map Number 01089C0281G, map revised date August 16, 2018. The use and maintenance of the conservation/drainage easement as shown is restricted by law and will require additional permitting from federal, state, and local authorities.

LEGEND	
U&D	UTILITY AND DRAINAGE
P.U.D.E.	PUBLIC UTILITY AND DRAINAGE EASEMENT
M.B.L.	MINIMUM BUILDING LINE
R.O.W.	RIGHT OF WAY
SC	SECTIONALIZING CABINET
FES	FLARED END SECTION
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
SPH	SLOPED PAVED HEADWALL
DI	DUCTILE IRON PIPE
V	VAULT
UC	UTILITY CABINET
(R)	RECORDED
F	FOUND
DB	DEED BOOK
PB	PLAT BOOK
Pg	PAGE
SEC	SECTION
TSP	TOWNSHIP
R	RANGE
N	NORTH
S	SOUTH
W	WEST
E	EAST
●	FOUND CORNER MONUMENT (AS NOTED)
●	SET 1/2" CAPPED "HSM CA#1031" REBAR
MU	MADISON UTILITIES
NAGD	NORTH ALABAMA GAS DISTRICT
HSVU	HUNTSVILLE UTILITIES
(Dx1)	1 4" CONDUIT POSSIBLE UTILITY STUB
HSM	1/2" REBAR CAPPED "HSM CA#1031"
□	FOUND 6"x6" CONCRETE MONUMENT (AS NOTED)
□	FEMA CROSS-SECTION WITH 1% ANNUAL CHANCE
□	FEMA BASE FLOOD ELEVATION (BFE)
□	GAS VALVE
□	CLEAN OUT
□	FIRE HYDRANT
□	WATER VALVE
□	WATER METER
□	FIRE DEPT CONNECTION
□	LIGHT POLE
□	UTILITY POLE
□	GUY ANCHOR
□	POWER METER
□	ELECTRIC BOX
□	TELEPHONE PEDESTAL
□	COMMUNICATION PEDISTAL
□	TRANSFORMER CABINET
□	HAND HOLE
□	COMMUNICATION MANHOLE
□	GRATE INLET
□	STORM MANHOLE
□	SANITARY MANHOLE
□	STORM SEWER
□	SANITARY SEWER
□	UNDERGROUND POWER
□	OVERHEAD UTILITIES
□	UNDERGROUND COMM
□	UNDERGROUND GAS
□	UNDERGROUND WATER
□	REGULATORY FLOODWAY
□	ZONE AE
□	ZONE X (SHADED)

Surveyor's Certificate:

I hereby further state that all parts of this survey and drawing have been completed in accordance with the requirements of the standards of practice for land surveying in the State of Alabama to the best of my knowledge information and belief and that the accuracy of the measurements have been substantiated by the computation of a closed field traverse and the relative error of the closure was not greater than 1:10,000.

Surveyor's Signature: _____
Surveyor of Record
Charles Troy Halliburton, P.L.S.
Alabama License No.: 29981 Date: 08/12/2025



FLOOD ZONING:
I HEREBY CERTIFY THAT ACCORDING TO THE FLOOD INSURANCE RATE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR CITY OF MADISON, ALABAMA (COMMUNITY PANEL 010308) MADISON COUNTY, ALABAMA (COMMUNITY PANEL 010151), MAP NUMBER 01089C0281G, MAP REVISED DATE AUGUST 16, 2018, AND MAP NUMBER 01089C0282G, MAP REVISED DATE OCTOBER 2, 2014, THIS SITE LIES WITHIN ZONE X (UNSHADED), ZONE AE, AND ZONE AE (REGULATORY FLOODWAY).

This the 12th day of August, 2025.

Surveyor of Record
Charles Troy Halliburton, PLS
Ala. License No. 29981

CERTIFIED PLAT TALL OAKS SUBDIVISION PHASE 2, A RESUBDIVISION OF TRACT 1 OF TALL OAKS SUBDIVISION PLAT BOOK 19, PAGE 22 & OTHER LANDS SHEET 1 OF 2



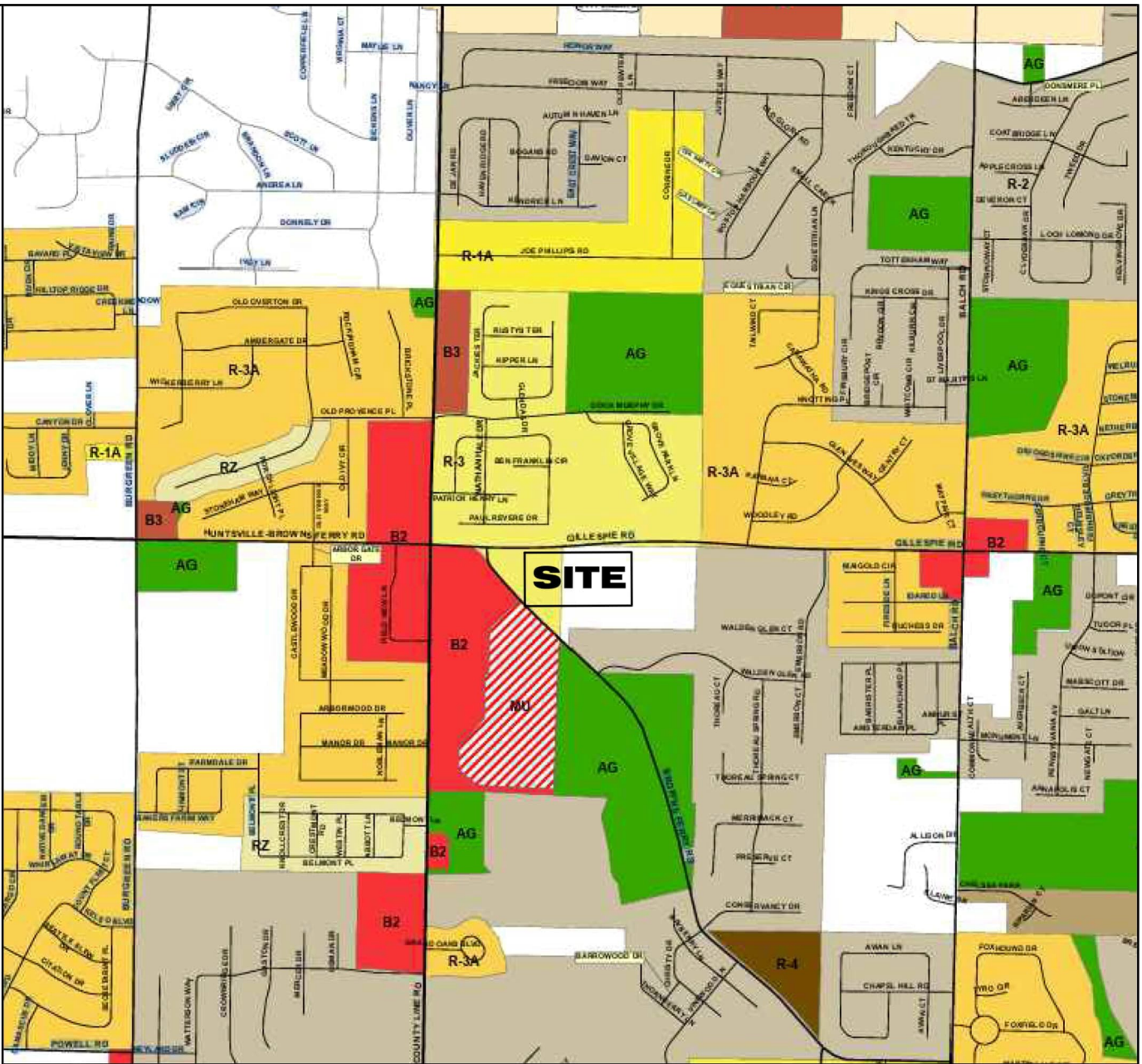
LINE TABLE		
#	BEARING	DISTANCE
L1	N51° 34' 55"E	80.00'
L2	N5° 42' 02"E	60.00'
L3	N12° 41' 23"E	190.00'
L4	N23° 29' 22"E	116.24'
L6	N41° 18' 23"W	84.54'
L7	N48° 41' 37"E	11.38'
L8	N32° 43' 20"W	140.47'
L9	N33° 04' 19"E	88.13'
L10	N45° 54' 39"W	105.20'
L11	S88° 23' 27"E	916.54'

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD DISTANCE
C1	331.17'	7941.90'	2°23'21"	N86° 01' 56"E	331.15'
C2	157.77'	39221.18'	0°13'50"	S45° 47' 45"E	157.77'
C3	605.30'	11359.99'	3°03'11"	S44° 09' 14"E	605.23'
C4	661.31'	8075.38'	4°41'31"	N88° 39' 05"E	661.12'
C5	207.03'	8078.55'	1°28'06"	N85° 34' 14"E	207.02'

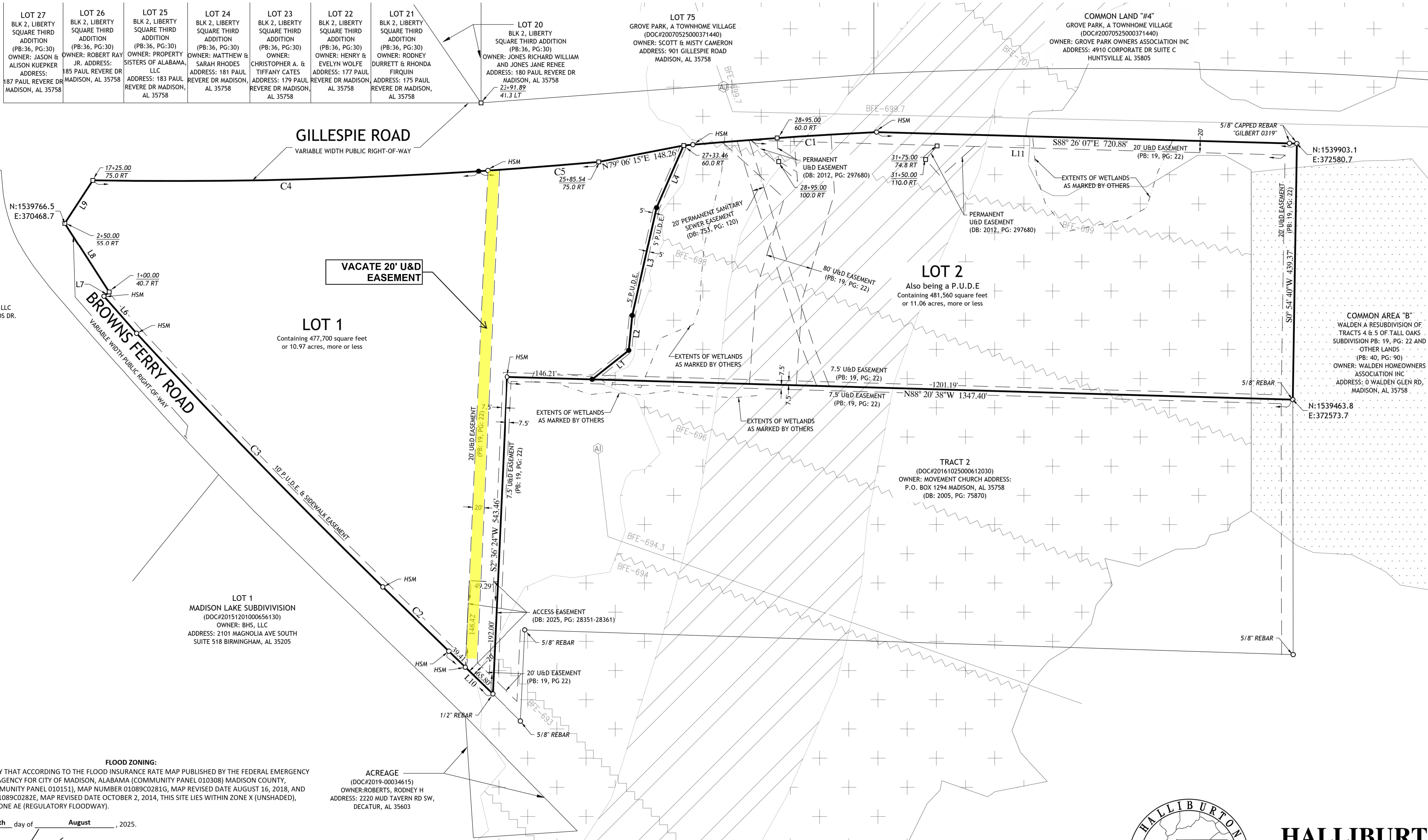
Owner:
The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole
50 E North Temple Floor 10
Salt Lake City, UT 84150

Engineer of Record:
Mr. Mark T. Llewellyn, Sr., PE
Halff Associates, Inc.
2255 Killearn Center Blvd., Suite 200
Tallahassee, FL 32309

Surveyor of Record:
Mr. Charles Troy Halliburton, PLS
Halliburton Surveying & Mapping, Inc.
PO Box 18652
Huntsville, AL 35804



VICINITY MAP
(NOT TO SCALE)
OFFICIAL ZONING MAP



PLAT BOOK & PAGE



HALLIBURTON
SURVEYING & MAPPING, INC.
PO BOX 18652
HUNTSVILLE, AL 35804
P: 256.947.1452
gohsm.com

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

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

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

*BEING A PORTION OF TRACT 1 ACCORDING TO THE CERTIFIED PLAT OF TALL OAKS SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 19, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA AND ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 5/8 INCH CAPPED REBAR “GILBERT 0319” LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GILLESPIE ROAD AND BEING THE NORTHEAST CORNER OF SAID TRACT 1; THENCE SOUTH 0 DEGREES 54 MINUTES 40 SECONDS WEST (LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE) ALONG THE EASTERLY LINE OF SAID TRACT 1 A DISTANCE OF 439.37 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 20 MINUTES 38 SECONDS WEST (LEAVING SAID EASTERLY LINE) A DISTANCE OF 1347.40 FEET TO A 1/2 INCH REBAR CAPPED “HSM CA#1031”; THENCE SOUTH 2 DEGREES 36 MINUTES 24 SECONDS WEST A DISTANCE OF 543.46 FEET TO A 1/2 INCH REBAR LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BROWNS FERRY ROAD; THENCE NORTH 45 DEGREES 54 MINUTES 39 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 52.45 FEET; THENCE NORTH*

CONTAINING 16,711 SQUARE FEET OR 0.38 ACRES, MORE OR LESS.

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of October 2025.

Attest:

Lisa Thomas
City Clerk-Treasurer

§ 50

Given under my hand this the _____ day of October 2025.

Notary Public

ORDINANCE NO. 2025-290

AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT LOCATED WITHIN LOTS 7A & 7B OF A RESUBDIVISION OF LOT 7 OF ARLINGTON PARK SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Challenger Defense Solutions, LLC**, requesting the vacation of a portion of utility and drainage easement located within Lots 7A and 7B of a Resubdivision of Lot 7 of Arlington Park Subdivision.

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED 5 FEET FROM THE WEST BOUNDARY LINE OF LOT 7B AND 5 FEET FROM THE EAST BOUNDARY LINE OF LOT 7A ACCORDING TO THE PLAT OR MAP DESIGNATED AS A RESUBDIVISION OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED "RESUBDIVISION OF LOT 3, BLOCK 5, OF ARLINGTON PARK, AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9", AS RECORDED IN PLAT BOOK 26, PAGE 53, ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7B AND THE NORTHEAST CORNER OF SAID LOT 7A, ARLINGTON PARK SUBDIVISION, SAID CORNER IS LOCATED ON THE SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, THENCE ALONG SAID SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH 01 DEGREES 27 MINUTES 33 SECONDS WEST A DISTANCE OF 228.17 FEET TO A POINT, THENCE NORTH 88 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT, THENCE NORTH 01 DEGREES 27 MINUTES 33 SECONDS EAST A DISTANCE OF 228.17 FEET TO A POINT, THENCE SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2281.7 SQUARE FEET MORE OR LESS AND BEING A PART OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED "RESUBDIVISION OF LOT 3, BLOCK 5 OF ARLINGTON PARK AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9", AS RECORDED IN PLAT BOOK 26, PAGE 53 ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SITUATED, LYING AND BEING IN MADISON COUNTY, ALABAMA.

Ordinance 2025-290

Vacation of Easement – Lots 7A & 7B of Arlington Park Subdivision

Page 1 of 2

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

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

READ, PASSED, AND ADOPTED this ____ day of October 2025.

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

ATTEST:

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

APPROVED this ____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

I, Steven D. Hicks, a Registered Land Surveyor, State of Alabama, hereby report that to the best of my knowledge, information and beliefs, the following is a true and correct map or plat of the following described tract of land:

All that part of the Northwest Quarter of Section 20, Township 4 South, Range 2 West of the Huntsville Meridian, Madison County, Alabama, being a 10 foot public utility and drainage easement to be vacated 5 feet from the West Boundary Line of Lot 7B and 5 feet from the East Boundary Line of Lot 7A according to the plat or map designated as a resubdivision of Lot 7 of the certified plat recorded in Plat Book 24, Pages 34 and 35 of a resubdivision of Lot 3 of the certified plat recorded in Plat Book 23 Page 59 Titled "Resubdivision of Lot 3, Block 5, of Arlington Park, as recorded in Plat Book 19, Pages 8 & 9", as recored in Plat Book 26, Page 53, on file and of record in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama, more particularly described as:

Beginning at the Northwest corner of said Lot 7B and the Northeast corner of said Lot 7A, Arlington Park Subdivision, said corner is located on the South margin of a 60 foot right-of-way for Royal Drive, thence along said South margin of a 60 foot right-of-way for Royal Drive, South 88 degrees 31 minutes 45 seconds East a distance of 5.00 feet to a point, thence South 01 degrees 27 minutes 33 seconds West a distance of 228.17 feet to a point, thence North 88 degrees 31 minutes 45 seconds West a distance of 10.00 feet to a point, thence North 01 degrees 27 minutes 33 seconds East a distance of 228.17 feet to a point, thence South 88 degrees 31 minutes 45 seconds East a distance of 5.00 feet to The Point Of Beginning. Containing 2281.7 square feet more or less and being a part of Lot 7 of the certified plat recorded in Plat Book 24, Pages 34 and 35 of a resubdivision of Lot 3 of the certified plat recorded in Plat Book 23 Page 59 Titled "Resubdivision of Lot 3, Block 5, of Arlington Park, as recorded in Plat Book 19, Pages 8 & 9", as recored in Plat Book 26, Page 53, on file and of record in the Office of the Judge of Probate of Madison County, Alabama, situated, lying and being in Madison County, Alabama,

I hereby certify (or state) that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Surveying in the State of Alabama, to the best of my knowledge, information and belief.

Steven D. Hicks
Alabama License No. 23003 LS
Date June 06, 2025

LOT SURVEY 7A AND 7B ARLINGTON PARK (EASEMENT VACATION LAYOUT)

Lot 7A and 7B, according to the plat or map designated as a resubdivision of Lot 7 of the certified plat recorded in Plat Book 24, Pages 34 and 35 of a resubdivision of Lot 3 of the certified plat recorded in Plat Book 23 Page 59 Titled "Resubdivision of Lot 3, Block 5, of Arlington Park, as recorded in Plat Book 19, Pages 8 & 9", as recored in Plat Book 26, Page 53, on file and of record in the Office of the Judge of Probate of Madison County, Alabama.

SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA.



Hicks Land Surveying Services, Inc.

4900 University Square, Suite 26, Huntsville, Al. 35816

Sheet
1 of 1

Scale: 1" = 50
Drawn By: S.D.H.

Survey Date: 06st June, 2025
Work Order No. 25-105rv

Phone: 256-864-0781
Revised Date: 26st June, 2025 (Easement Area)

GEODETIC NOTES:

THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NAD83 HORIZONTAL DATUM.

THE BASIS OF BEARINGS IS STATE PLANE COORDINATES IN THE ALABAMA EAST ZONE (NAD83)

GLOBAL POSITIONING METHOD WAS USED IN THE DETERMINATION.

CTK PROPERTY GROUP LLC
1101 MIDLAND AVE, MUSCLE
SHOALS, AL 35661-1847
DEED BOOK 2023, PAGE
42890

CTK PROPERTY GROUP LLC
1101 MIDLAND AVE, MUSCLE
SHOALS, AL 35661-1847
DEED BOOK 2023, PAGE
42890

CTK PROPERTY GROUP LLC
PO BOX 1658,
FLORENCE, AL 35631-1658
DEED BOOK 2023,
PAGE 7098

CITY OF MADISON
BOARD OF EDUCATION
211 CELTIC DR, MADISON,
DEED BOOK 2022,
PAGE 6544

VERACITY MANAGEMENT INC
240 WESTCHESTER DR,
MADISON, AL 35758-7876
DEED BOOK 2023,
PAGE 10040

MNT LLC
277 ROYAL DR,
MADISON, AL 35758
DEED BOOK 2015,
PAGE 342680

N:1522537.783
E:375608.812

N:1522527.507
E:376008.982

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.49'	35.51'	N 46°44'03" E	90°30'10"

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

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

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

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, BEING A 10 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED 5 FEET FROM THE WEST BOUNDARY LINE OF LOT 7B AND 5 FEET FROM THE EAST BOUNDARY LINE OF LOT 7A ACCORDING TO THE PLAT OR MAP DESIGNATED AS A RESUBDIVISION OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED “RESUBDIVISION OF LOT 3, BLOCK 5, OF ARLINGTON PARK, AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9”, AS RECORDED IN PLAT BOOK 26, PAGE 53, ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7B AND THE NORTHEAST CORNER OF SAID LOT 7A, ARLINGTON PARK SUBDIVISION, SAID CORNER IS LOCATED ON THE SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, THENCE ALONG SAID SOUTH MARGIN OF A 60 FOOT RIGHT-OF-WAY FOR ROYAL DRIVE, SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT, THENCE SOUTH 01 DEGREES 27

MINUTES 33 SECONDS WEST A DISTANCE OF 228.17 FEET TO A POINT, THENCE NORTH 88 DEGREES 31 MINUTES 45 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT, THENCE NORTH 01 DEGREES 27 MINUTES 33 SECONDS EAST A DISTANCE OF 228.17 FEET TO A POINT, THENCE SOUTH 88 DEGREES 31 MINUTES 45 SECONDS EAST A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2281.7 SQUARE FEET MORE OR LESS AND BEING A PART OF LOT 7 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 24, PAGES 34 AND 35 OF A RESUBDIVISION OF LOT 3 OF THE CERTIFIED PLAT RECORDED IN PLAT BOOK 23 PAGE 59 TITLED "RESUBDIVISION OF LOT 3, BLOCK 5 OF ARLINGTON PARK AS RECORDED IN PLAT BOOK 19, PAGES 8 & 9", AS RECORDED IN PLAT BOOK 26, PAGE 53 ON FILE AND OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, SITUATED, LYING AND BEING IN MADISON COUNTY, ALABAMA.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of October 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of October 2025.

Notary Public

Quitclaim Deed
Lots 7A & 7B of Arlington Park VOE
Page 2 of 2

ORDINANCE NO. 2025-291

AN ORDINANCE FOR THE VACATION OF DRAINAGE EASEMENTS LOCATED WITHIN LOTS 122-124 OF BELLAWOODS PHASE 4 SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Diltina Development Corporation** requesting the vacation of portions of drainage easements located within Lots 122-124 of Bellawoods Subdivision Phase 4 and further described as follows:

EASEMENT “A” (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 82 DEGREES 55 MINUTES 09 SECONDS WEST, 16.36 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN 18.10 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE OF 03 DEGREES 34 MINUTES 33 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 59 MINUTES 37 SECONDS WEST, 18.10 FEET TO A POINT; THENCE RUN SOUTH 76 DEGREES 57 MINUTES 18 SECONDS WEST, 5.77 FEET TO A POINT; THENCE RUN NORTH 43 DEGREES 57 MINUTES 26 SECONDS WEST, 35.27 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 35.09 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES (403 SQUARE FEET) MORE OR LESS.

EASEMENT “B” (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES

REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 82 DEGREES 17 MINUTES 55 SECONDS WEST, 95.06 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 80 DEGREES 42 MINUTES 19 SECONDS WEST, 21.82 FEET TO A POINT; THENCE RUN NORTH 40 DEGREES 39 MINUTES 07 SECONDS WEST, 11.96 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 29.85 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.003 ACRES (111 SQUARE FEET) MORE OR LESS.

EASEMENT “C” (LOT 123)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 123 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 123 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 60 DEGREES 16 MINUTES 32 SECONDS WEST, 15.35 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 79 DEGREES 17 MINUTES 01 SECOND WEST, 102.24 FEET TO A POINT; THENCE RUN NORTH 14 DEGREES 58 MINUTES 12 SECONDS WEST, 39.34 FEET TO A POINT; THENCE RUN NORTH 09 DEGREES 25 MINUTES 38 SECONDS EAST, 17.91 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 43.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 107.32 FEET TO A POINT; THENCE RUN SOUTH 44 DEGREES 47 MINUTES 46 SECONDS EAST, 18.46 FEET TO A POINT; THENCE RUN 51.74 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE

OF 10 DEGREES 13 MINUTES 22 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 52 MINUTES 47 SECONDS WEST, 51.67 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.209 ACRES (9115 SQUARE FEET) MORE OR LESS.

EASEMENT "D" (LOT 124)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 124 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 124 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 56 DEGREES 00 MINUTES 55 SECONDS WEST, 55.08 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 61 DEGREES 13 MINUTES 26 SECONDS WEST, 85.15 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 51.12 FEET TO A POINT; THENCE RUN SOUTH 53 DEGREES 41 MINUTES 07 SECONDS EAST, 13.83 FEET TO A POINT; THENCE RUN SOUTH 26 DEGREES 36 MINUTES 43 SECONDS EAST, 86.81 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.056 ACRES (2450 SQUARE FEET) MORE OR LESS.

SECTION 2. That the easements requested for vacation are not used by the City, and they are 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 easements.

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 drainage easements in favor of **Diltina Development Corporation** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of October 2025.

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

ATTEST:

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

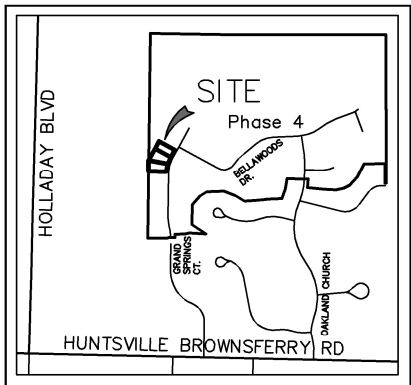
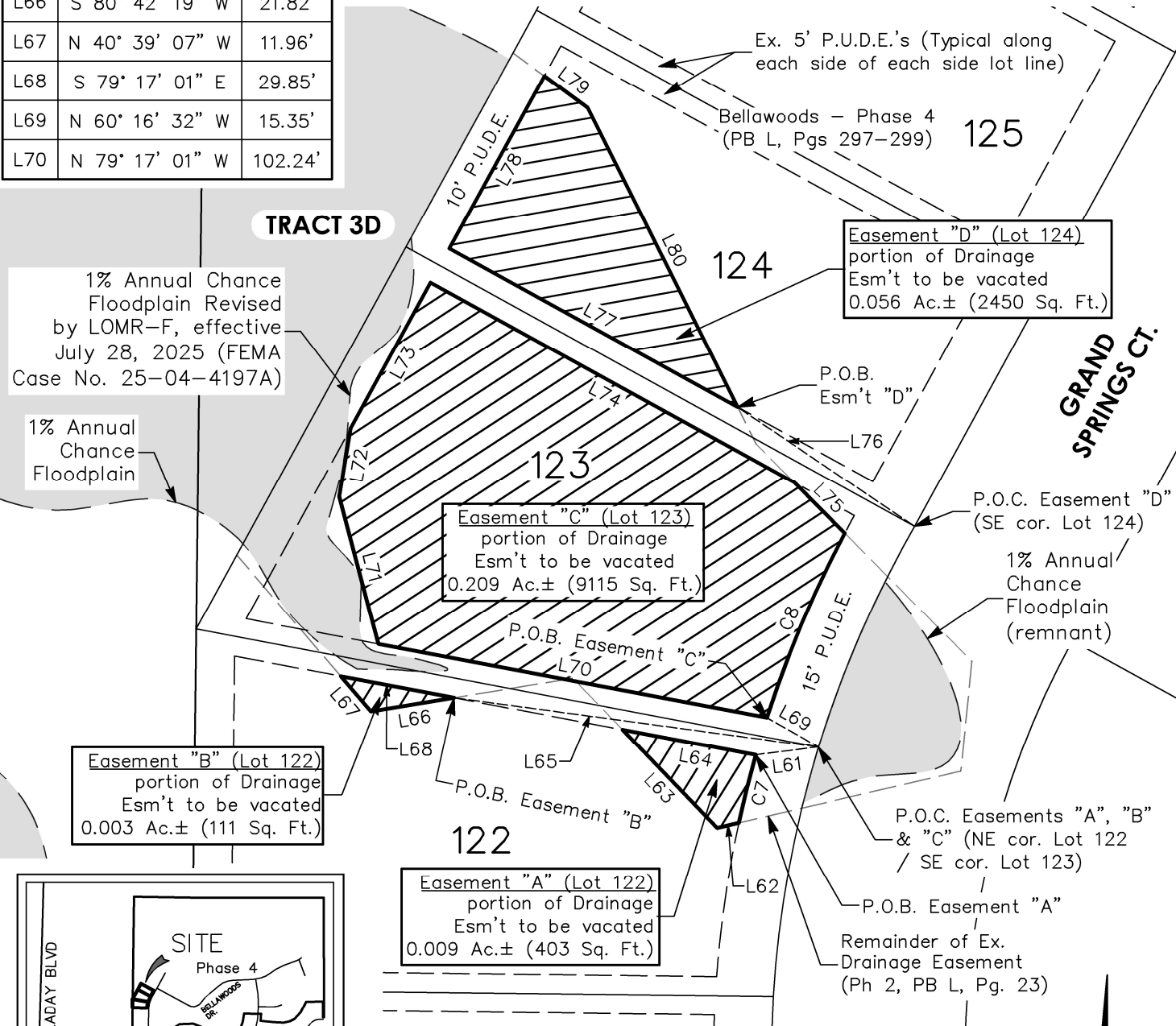
APPROVED this _____ day of October 2025.

Paul Finley, Mayor
City of Madison, Alabama

LINE TABLE		
NO.	DIRECTION	LENGTH
L61	S 82° 55' 09" W	16.36'
L62	S 76° 57' 18" W	5.77'
L63	N 43° 57' 26" W	35.27'
L64	S 79° 17' 01" E	35.09'
L65	N 82° 17' 55" W	95.06'
L66	S 80° 42' 19" W	21.82'
L67	N 40° 39' 07" W	11.96'
L68	S 79° 17' 01" E	29.85'
L69	N 60° 16' 32" W	15.35'
L70	N 79° 17' 01" W	102.24'

LINE TABLE		
NO.	DIRECTION	LENGTH
L71	N 14° 58' 12" W	39.34'
L72	N 09° 25' 38" E	17.91'
L73	N 28° 46' 34" E	43.00'
L74	S 61° 13' 26" E	107.32'
L75	S 44° 47' 46" E	18.46'

LINE TABLE		
NO.	DIRECTION	LENGTH
L76	N 56° 00' 55" W	55.08'
L77	N 61° 13' 26" W	85.15'
L78	N 28° 46' 34" E	51.12'
L79	S 53° 41' 07" E	13.83'
L80	S 26° 36' 43" E	86.81'



Vicinity Map
(Not to scale)

General Notes:

- North Arrow as shown hereon is based on Alabama State Plane Coordinate System East Zone, NAD '83.
- All measurements shown are in U.S. Survey Feet.
- This is not a property boundary survey.
- Property Owner: Diltina Development Corporation

Exhibit Drawing - Easement Vacation
for Lots 122-124 of Bellawoods-Phase 4

Portion of Drainage Easement lying within Lots 122-124, Phase 4 (PB L, Pgs. 297-299)
Section 35, Township 3 South, Range 3 West
of the Huntsville Meridian
City of Madison, Limestone County, Alabama

Project No.: 24112.H0
Sheet No. 1 of 1

Drawn By: H. Galloway
Office Date: 08.12.2025
Checked By: B. Proctor
Revisions:

CURVE TABLE					
NO.	RADIUS	LENGTH	DELTA	CHORD DIR.	CHORD
C7	290.00	18.10	3° 34' 33"	S 13° 59' 37" W	18.10'
C8	290.00	51.74	10° 13' 22"	S 22° 52' 47" W	51.67'

ABBREVIATIONS	
EX.	Existing
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
SQ. FT.	Square Feet

Scale: 1" = 40'



Civil Engineering | Land Surveying | Landscape Architecture
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SCHÖPEL

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Birmingham, Alabama 35205
205.323.6166
101 Washington St. SE
Huntsville, Alabama 35801
256.539.1221
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This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF LIMESTONE	§	<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 drainage easements described below and does by these presents release, remise, quitclaim, and convey unto **Diltina Development Corporation** (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described drainage easements situated in Madison, Limestone County, Alabama, to-wit:

EASEMENT “A” (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN SOUTH 82 DEGREES 55 MINUTES 09 SECONDS WEST, 16.36 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN 18.10 FEET

Quitclaim Deed
Lots 122-124 of Bellawoods Phase 4 VOE
Page 1 of 4

ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE OF 03 DEGREES 34 MINUTES 33 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 13 DEGREES 59 MINUTES 37 SECONDS WEST, 18.10 FEET TO A POINT; THENCE RUN SOUTH 76 DEGREES 57 MINUTES 18 SECONDS WEST, 5.77 FEET TO A POINT; THENCE RUN NORTH 43 DEGREES 57 MINUTES 26 SECONDS WEST, 35.27 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 35.09 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.009 ACRES (403 SQUARE FEET) MORE OR LESS.

EASEMENT "B" (LOT 122)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 122 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 122 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 82 DEGREES 17 MINUTES 55 SECONDS WEST, 95.06 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN SOUTH 80 DEGREES 42 MINUTES 19 SECONDS WEST, 21.82 FEET TO A POINT; THENCE RUN NORTH 40 DEGREES 39 MINUTES 07 SECONDS WEST, 11.96 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 17 MINUTES 01 SECOND EAST, 29.85 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.003 ACRES (111 SQUARE FEET) MORE OR LESS.

EASEMENT "C" (LOT 123)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 123 OF BELLAWOODS –

PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 123 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 60 DEGREES 16 MINUTES 32 SECONDS WEST, 15.35 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 79 DEGREES 17 MINUTES 01 SECOND WEST, 102.24 FEET TO A POINT; THENCE RUN NORTH 14 DEGREES 58 MINUTES 12 SECONDS WEST, 39.34 FEET TO A POINT; THENCE RUN NORTH 09 DEGREES 25 MINUTES 38 SECONDS EAST, 17.91 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 43.00 FEET TO A POINT; THENCE RUN SOUTH 61 DEGREES 13 MINUTES 26 SECONDS EAST, 107.32 FEET TO A POINT; THENCE RUN SOUTH 44 DEGREES 47 MINUTES 46 SECONDS EAST, 18.46 FEET TO A POINT; THENCE RUN 51.74 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 290.00 FEET, A DELTA ANGLE OF 10 DEGREES 13 MINUTES 22 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 52 MINUTES 47 SECONDS WEST, 51.67 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.209 ACRES (9115 SQUARE FEET) MORE OR LESS.

EASEMENT “D” (LOT 124)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, CITY OF MADISON, LIMESTONE COUNTY, ALABAMA, {BEARINGS AND DISTANCES REFERENCED TO THE ALABAMA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011)} AND BEING A PORTION OF A DRAINAGE EASEMENT ESTABLISHED BY THE FINAL PLAT OF BELLAWOODS – PHASE 2 AS RECORDED IN PLAT BOOK L, PAGES 23-25 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA, AND BEING FURTHER DESCRIBED AS LYING WITHIN LOT 124 OF BELLAWOODS – PHASE 4 AS RECORDED IN PLAT BOOK L, PAGES 297-299 IN SAID PROBATE OFFICE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 124 OF SAID BELLAWOODS – PHASE 4, SAID POINT BEING FURTHER DESCRIBED AS LYING ON THE WEST RIGHT-OF-WAY MARGIN OF GRAND SPRINGS COURT (50-FOOT-WIDE RIGHT-OF-WAY); THENCE RUN NORTH 56 DEGREES 00 MINUTES 55 SECONDS WEST, 55.08 FEET TO THE POINT OF BEGINNING; THENCE, FROM THE POINT OF BEGINNING, RUN NORTH 61 DEGREES 13 MINUTES 26 SECONDS WEST, 85.15 FEET TO A POINT; THENCE RUN NORTH 28 DEGREES 46 MINUTES 34 SECONDS EAST, 51.12 FEET TO A POINT; THENCE RUN SOUTH 53 DEGREES 41 MINUTES 07 SECONDS EAST, 13.83 FEET TO A POINT; THENCE RUN SOUTH 26 DEGREES 36 MINUTES 43 SECONDS EAST, 86.81 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.056 ACRES (2450 SQUARE FEET) MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of October 2025.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

Given under my hand this the _____ day of October 2025.

Notary Public

RESOLUTION NO. 2025-300-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO,
FIREARMS AND EXPLOSIVES FOR INFORMATION SHARING**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding regarding the NIBIN Enforcement Support System (NESS)," with the Bureau of Alcohol, Tobacco, Firearms, and Explosives for information sharing through the National Integrated Ballistic Information Network (NIBIN); and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU, in addition to the Addendum to MOU pertaining to the NIBIN Enforcement Support Systems (NESS), and, except for the extension or cancellation of the MOU, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama



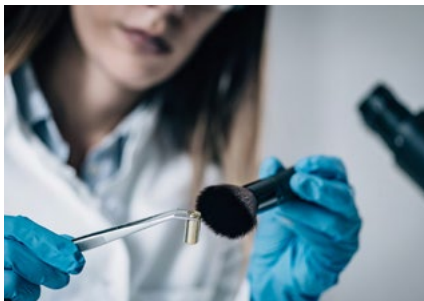
National Integrated Ballistic Information Network (NIBIN)

FACT SHEET

Fast Facts

The National Integrated Ballistic Information Network (NIBIN) is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms.

NIBIN and eTrace are two key tools that ATF's Crime Gun Intelligence Centers (CGIC) use to identify violent shooters and their sources of crime guns.



NIBIN technology compares images of submitted ballistic evidence

In 1997, ATF established NIBIN to provide local, state, tribal and federal law enforcement partners with an automated ballistic imaging network. This technology is vital to violent crime reduction because it enables investigators to match ballistics evidence from cases across the nation. This process helps reveal previously hidden connections between violent crimes in different states and jurisdictions.

Along with **eTrace**, NIBIN is a critical part of ATF's **CGIC operations**. CGICs are multiagency law enforcement collaborations focused on stopping gun crimes by collecting, analyzing and distributing intelligence reports about crime guns, mass shootings and major incidents across jurisdictions.

Note: NIBIN is only used for criminal investigations, and does not capture or store ballistic information acquired at the point of manufacture, importation or sale.

HOW NIBIN WORKS

NIBIN technology compares images of submitted ballistic evidence from shooting scenes and recovered firearms and produces a list of possible similar results. Trained NIBIN technicians then conduct a correlation review of these results, identifying NIBIN leads or potential links or associations from the same firearm. A NIBIN lead is an unconfirmed, potential association between two or more pieces of firearm ballistic evidence and is based on a correlation review of the digital images in the NIBIN database.

When needed for court or other purposes, a firearms examiner will conduct a microscopic examination of the actual physical evidence to confirm a NIBIN lead as a hit. A NIBIN hit occurs when two or more firearms ballistic evidence acquisitions are identified as a confirmed match by a firearms examiner. The data is then compiled into intelligence reports that are used for investigations and court cases.



THE NUMBERS



7 million pieces of ballistic evidence are currently stored in **NIBIN**.



1,150,000 NIBIN leads have been generated during its **27-year history**.



658,000 pieces of evidence were acquired and **over 217,000 NIBIN leads** were generated by **378 NIBIN locations** in fiscal year **2024**.

COMBATING VIOLENT CRIME

NIBIN is vital to violent crime reduction strategies because it enables investigators to match ballistic evidence with other cases across the nation. Crime guns are often used in multiple crimes, and NIBIN can link the firearms from various crime scenes, allowing law enforcement to quickly disrupt shooting cycles.

PARTNERING WITH LAW ENFORCEMENT

NIBIN relies on the close coordination of its partner law enforcement agencies at the local, state, federal, tribal and territorial levels to compile their data and share intelligence about violent crimes.

Before NIBIN was created, law enforcement agencies did not have access to technology that allowed them to research, identify and cross-reference firearms ballistic data in one online system. Since its launch, the technology behind NIBIN has provided participating law enforcement agencies with an automated method to share, research, identify and cross-reference firearms ballistic data across a nationwide network. ATF maintains and operates NIBIN's infrastructure at no charge to law enforcement partners.

NIBIN's success depends on four critical steps:

- **Comprehensive Collection and Entry:** Partner agencies must collect and submit all evidence suitable for entry into NIBIN, regardless of the crime. Evidence includes cartridge cases recovered from crime scenes, as well as test fires from recovered crime guns.
- **Timely Turnaround:** Violent crime investigations can rapidly go cold, so the goal is to enter the evidence into the network as quickly as possible to identify potential NIBIN leads for investigators.
- **Investigative Follow-Up and Prosecution:** Linking otherwise unassociated crimes gives investigators a better chance to identify and arrest shooters before they reoffend.
- **Feedback Loop:** NIBIN partners are kept informed of how their efforts are making their communities safer, which is necessary for sustained success.

99 New York Avenue NE, Washington, DC 20226 | www.atf.gov



RESOLUTION NO. 2025-294-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
THE CITY OF HUNTSVILLE
FOR SCHEDULING AND DISPATCH SERVICES FOR MARS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an agreement with the City of Huntsville for bus scheduling and dispatch services for MARS (Madison Assisted Ride System), said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to the City of Huntsville in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of September 2025.

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 September 2025.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT is effective the 1st day of October 2025, between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (hereinafter "Huntsville"), and the CITY OF MADISON, ALABAMA, a municipal corporation (hereinafter "Madison").

WITNESSETH:

WHEREAS, it serves the public interest of the City of Madison, Alabama, to provide public transportation services to its handicapped and disabled citizens; and

WHEREAS, scheduling and dispatch services are necessary components of such a public transportation system; and

WHEREAS, Huntsville is capable and willing to provide to Madison such necessary scheduling and dispatch services 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. Huntsville shall provide to Madison basic bus scheduling and dispatch services for up to four (4) vehicles operated by Madison for the transportation of Madison citizens who are deemed eligible for such service through an eligibility determination process adopted and administered by Madison. Huntsville shall have no responsibility for eligibility determination, the vehicles, or the routes selected by Madison. This scheduling and dispatch service will occur at a call center that will be made accessible to Madison residents. Call center personnel will assist with trip planning, scheduling, return trip requests, and other questions. Dispatchers will provide a central point of contact for driver questions, problems, and onboard emergencies. They will also dispatch the most appropriate vehicle to provide the transportation service requested. Daily passenger manifests, customer specific instructions, and appointment schedules will be transmitted to Madison vehicles electronically and Madison drivers will have access to driving instructions and way-finding assistance provided through the scheduling software accessed on their on-board tablet.

2. Huntsville will also report to Madison monthly the numbers of trips provided by Madison vehicles as well as additional statistical information reasonably deemed necessary by Madison, including, but not limited to, information regarding miles traveled, passenger service miles, and average trip length.
3. Madison agrees to reimburse Huntsville for the monthly cost of the support and maintenance fees according to the most recent annual contract with Routematch, as amended. The contracted cost of annual support and maintenance for FY 2026 is seven thousand, three hundred and eighty-seven dollars and twenty-eight cents (\$7,387.28), which is one hundred, fifty-three dollars, and ninety cents (\$153.90) per vehicle per month. Additionally, for the scheduling and dispatching services to be provided by Huntsville, Madison agrees to pay the annual amount of twenty-three thousand dollars (\$23,000), which is the monthly sum of one thousand, nine hundred and sixteen dollars and sixty-seven cents (\$1,916.67) for FY 2026. Payments shall be made to the City of Huntsville monthly beginning October 1, 2025.
4. This Agreement shall automatically renew each month after October 1, 2025, unless terminated by either party upon the provision of thirty days (30) days' notice to the other party; up to 1 year. Future years, starting October 1, 2026, shall be re-negotiated by parties based on Huntsville's most recent costs.
5. It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the employees or other agents of each of the parties shall not be or be deemed to be employees or agents of the other party.
6. Nothing contained herein shall make either party liable for any act or omission committed by any employee or agent of the other party. Further, neither party shall be liable for any death or injury resulting to the other party's employees or agents which occurs during the course of carrying out the terms of this Agreement. In no event shall either party be responsible to the other party for any services or compensation other than the ones defined within this contract.
7. The City of Madison is responsible for outfitting their vehicles with the necessary equipment for automated dispatching through the City of Huntsville's Routematch System to include, but not limited to, automated vehicle location and mobile data terminals. Madison shall use Huntsville's existing installation contractor for the installation of the equipment in order to assure compatibility with Huntsville's systems. Madison shall assure delivery of the necessary equipment to Huntsville's installation contractor. Madison shall be responsible for any damage to the equipment, other than normal wear and tear.

- 8. Neither party to this Agreement shall transfer or assign this Agreement or any of the rights or privileges granted herein.
- 9. This Agreement is subject to the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first written above as the duly authorized acts of their respective entities.

City of Madison, Alabama
a municipal corporation

P, Mayor

Attest:

Lisa Thomas, City Clerk-Treasurer

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-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents, they, as such officers and with full authority, executed 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 _____, 2025.

Notary Public
My Commission Expires:_____

**CITY OF HUNTSVILLE, ALABAMA,
a municipal Corporation**

By: _____
Tommy Battle, Mayor

ATTEST:

Shaundrika Edwards, City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Tommy Battle and Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the City of Huntsville, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents, they, as such officers and with full authority, executed same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of _____ 2025.

Notary Public
My Commission expires: _____