



Agenda

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

6:00 PM
Council Chambers
February 23, 2026

AGENDA NO. 2026-04-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 Andrew Itson of Madison Church of Christ

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2026-03-RG, dated February 9, 2026

7. PRESENTATIONS AND AWARDS

A. Presentation of Certificates to 1st, 2nd, and 3rd place winners of the Arbor Day Poster contest open to Madison City 5th grade elementary students

B. Presentation of Proclamation by Mayor Ranae Bartlett designating February 23, 2026 as Trash Pandas Day in the City of Madison to the General Manager of the Trash Pandas Baseball Team

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. **Resolution No. 2026-016-R**: Approving an annual Appropriation Agreement with Thrive Alabama for FY26 in the amount of \$5,000 (to be paid from General Operating account)
- B. **Resolution No. 2026-017-R**: Approving an annual Appropriation Agreement with Fantasy Playhouse Children's Theater Academy for FY26 in the amount of \$5,000 (to be paid from General Operating account)
- C. **Resolution No. 2026-018-R**: Approving an annual Appropriation Agreement with the United Way of Madison County for FY26 in the amount of \$12,500 (to be paid from General Operating account)
- D. **Resolution No. 2026-019-R**: Approving an annual Appropriation Agreement with the U.S. Space and Rocket Center for FY26 in the amount of \$10,000 (to be paid from General Operating account)
- E. **Resolution No. 2026-020-R**: Approving an annual Appropriation Agreement with Big Brothers Big Sisters of Tennessee Valley for FY26 in the amount of \$5,000 (to be paid from General Operating account)
- F. **Resolution No. 2026-074-R**: Providing for the disposition of personal property of negligible value pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- G. **Resolution No. 2026-076-R**: Acceptance of insurance settlement from Alabama Municipal Insurance Corporation for Claim No. 065241 on an incident which occurred December 10, 2025 to a Ford F150. Public Works vehicle. The final settlement of \$6,301.55, less \$1,000 deductible (to be deposited into General Operating account)
- H. **Resolution No. 2026-092-R**: Declaring surplus and providing for the disposition of one Glidescope GO, valued at \$1,400, via trade-in to Verathon, Inc.
- I. Acceptance of \$250.15 donation from PropertyRoom.com (to be deposited into Madison Police Department Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR RANAE BARTLETT

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 DAVID BIER

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

COUNCIL DISTRICT NO. 6 ERICA WHITE

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

11. BOARD/COMMITTEE APPOINTMENTS

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

ENGINEERING

- A. **Resolution No. 2026-067-R:** Authorizing a Professional Services Agreement with Nivens & Associates Appraisals, Inc., for appraisal of properties involved in Project 22-008 Bradley Street Improvements (\$16,800.00 to be paid from Fund 38)
- B. **Resolution No. 2026-079-R:** Acceptance of Barnett's Crossing Phase 2 into the City of Madison Maintenance Program
- C. **Resolution No. 2026-080-R:** Acceptance of Barnett's Crossing Phase 3B into the City of Madison Maintenance Program
- D. **Resolution No. 2026-081-R:** Acceptance of Madison Branch Phase 2A into the City of Madison Maintenance Program

FACILITIES AND GROUNDS

- A. **Resolution No. 2026-087-R:** Authorizing an agreement with Intergraph Improved Properties, LLC, for division of utility bills for the Public Safety Annex located at 23 Ludie Richard Drive

HUMAN RESOURCES

- A. **Resolution No. 2026-068-R:** Approval of position change from Communications and External Affairs Officer to Senior Communications and External Affairs Officer in the Mayor's Office
- B. **Resolution No. 2026-069-R:** Authorizing a change to the Job Classification Plan (Parks & Recreation Department)
- C. **Resolution No. 2026-070-R:** Proposing a Merit-Based Program for City Employees
- D. **Resolution No. 2026-073-R:** Authorizing a change to the Job Classification Plan (Police Department)
- E. **Proposed Ordinance No. 2026-077:** Authorizing Amendment to Policy 3 Entitled "Service Categories and Employment Status" of the City of Madison Personnel Policies and Procedures (First Reading 02/09/2026)
- F. **Resolution No. 2026-085-R:** To Approve the Director of Operations & Communications Job Description for the Mayor's Office.

INFORMATION TECHNOLOGY

- A. **Resolution No. 2026-088-R:** Authorizing the purchase of one (1) 2026 Chevrolet Silverado 1500 Crew Cab 2WD from McSweeney Auto Group through State Bid Contract No. MA240000004917 in the amount of \$40,407.15 (to be paid from Fund 12)

LEGAL

- A. **Proposed Ordinance No. 2026-082:** Authorizing Amended and Restated Lease, License, and Management Agreement with BallCorps, LLC (First Reading)
- B. **Proposed Ordinance No. 2026-083:** Amending Chapter 10 of the Madison City Code pertaining to distribution of Lodging Tax proceeds (First Reading)

PLANNING

- A. **Proposed Ordinance No. 2026-059**: Vacation of utility and drainage easement located within 52 Green Creek Road, Lot 149 of Greenbrier Woods Phase II Subdivision (First Reading)
- B. **Proposed Ordinance No. 2026-075**: Vacation of utility and drainage easement located within 480 Production Avenue, Lot 1 of Putman's Industrial Park, 4th Addition (First Reading)

PUBLIC WORKS

- A. **Resolution No. 2026-089-R**: Awarding Bid No. 2026-003-ITB for the purchase of Crushed Stone and Aggregate Base to Grayson Carter & Son Contracting, Inc., for the amounts specified in the bid submission (to be paid from Public Works 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. 2026-03-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 FEBRUARY 09, 2026**

The Madison City Council met in regular session on Monday, February 09, 2026, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Maura Wroblewski.

Council Member Billie Goodson provided the invocation followed by the Pledge of Allegiance led by Council President Wroblewski.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Megan Zingarelli, Assistant Attorney Shelby Morris, Information Technology Director Chris White, Information Technology Support Technician Wesley Baugh, Police Chief Johnny Gandy, City Engineer Michael Johnson, Finance Director David Lawing, Director of Public Works Kent Smith, Director of Human Resources Kelly Bracci, Assistant Director of Parks & Recreation Kelly Johnson, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Zane Drost, Charity Stratton, Maxine Retzer, Ruchard Travers, Gloria McHugh, Kelly McHugh, Rosalie Holcombe, Jenn Beber, Tonya Donahue, Darrell Skipper, Kristy Bryant, Esther Rojas, Erin Rojas, Ronda Gilmore, Amy Gilmore, Chanda Crutcher, Melody Crane, Luke Crocker, Adina Peyton, Sammie Laster, Niya Woods, Haley Carpenter, Shelton Tolbert

AMENDMENTS TO AGENDA

- Facilities & Grounds:

- For item 2026-072-R, City Hall Architect Agreement, update funding source to Fund 38 instead of Facilities' budget.
- Planning:
 - Remove Item B (2026-47-R, setting a public hearing on rezoning of Goodwin property) at request of applicant.
- Recreation:
 - Remove Item C (2026-064-R, agreement with Pilates instructor) at request of instructor.
- Human Resources:
 - Add section at end because not currently on agenda
 - Add first reading for Ordinance 2026-077, amending the Unclassified Service Employee positions of the city (**working to finalize draft and will have printed copies for Council*)

APPROVAL OF MINUTES

MINUTES NO. 2026-02-RG DATED JANUARY 29, 2026

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

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

Motion carried.

PRESENTATIONS AND AWARDS

None

PUBLIC COMMENTS

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

MARGI DALY

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

- Trustworthiness of Council
- Appropriations and Finance Committee questions
- Shared her two separate issues were grouped together in the previous public comments portion of the minutes

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

| | |
|--|----------------|
| General Operating account | \$2,287,796.61 |
| Special General Operating Accounts | \$13.00 |
| ADEM Storm Drainage | \$1,000.00 |
| Gasoline Tax & Petroleum Inspection fees | \$15,755.26 |
| CIP Bond Accounts | \$14,491.78 |
| Library Building Fund | \$89,696.41 |
| Venue Maintenance | \$623,960.95 |
| Fire CPR | \$15.00 |

Regular and periodic bills to be paid

Resolution No. 2026-011-R: Approving an annual Appropriation Agreement with the Madison Arts Alliance for FY26 in the amount of \$5,000 (to be paid from General Operating Account)

Resolution No. 2026-012-R: Approving an annual Appropriation Agreement with Enable Madison County for FY26 in the amount of \$5,000 (to be paid from General Operating Account)

Resolution No. 2026-013-R: Approving an annual Appropriation Agreement with the Riley Center for FY26 in the amount of \$7,500 (to be paid from General Operating Account)

Resolution No. 2026-014-R: Approving an annual Appropriation Agreement with The Legacy Center for FY26 in the amount of \$10,000 (to be paid from General Operating Account)

Resolution No. 2026-015-R: Approving an annual Appropriation Agreement with Getting Real About Mental Illness for FY26 in the amount of \$2,500 (to be paid from General Operating Account)

Resolution No. 2026-057-R: Approving the disposal of certain Municipal Court Department records in accordance with the Alabama Unified Records Retention Schedule

Resolution No. 2026-071-R: Authorizing the termination of an agreement with Public Restroom Company for fabrication of restroom building at Sunshine Oaks Park in the amount of \$274,843.00 (Payment for costs incurred prior to termination in the amount of \$8,245.29 to be paid from 10-050-000-2931-00 Special Projects Park and Rec.)

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

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

Motion carried

PRESENTATION OF REPORTS

MAYOR RANAE BARTLETT:

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

- Thanked State Senator Arthur Orr for the sponsorship for the All-State Girl's Championship Chess Tournament
- Announced Friday will be the new Mayor and Council's 100th day in office

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Represented Mayor and Council at the Clift's Farm new Coopers Hawk soft opening Saturday, encouraged others to go
- Shared tomorrow night at 6:30 is the Friends of the Library meeting at Madison Library
- Announced there will be monthly tours of the new Mill Creek Preserve and Greenway

COUNCIL DISTRICT NO. 2 DAVID BIER

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

- Thanked Mayor Bartlett for all the great things she's doing
- Visited Honduras last week on a mission trip

- Shout out to the Madison Rotary Club for their time volunteering in Honduras with a vision clinic

COUNCIL DISTRICT NO. 3 BILLIE GOODSON

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

- Shared that there were two ribbon cuttings-Public Safety Annex and Fire Station No. 4
- Madison Chamber hosted a ribbon cutting for the opening of Escapology
- Shared that Marty Pitts, a former Retired Firefighter passed

COUNCIL DISTRICT NO. 4 MICHAEL MCKAY

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

- Shared that he had Recreation Advisory Board and MCDAB meeting tomorrow and will share updates next council meeting
- Shared that he was doing first quarterly meeting at city hall March 4th from 4-5 p.m. in conference room 130

COUNCIL DISTRICT NO. 5 ALICE LESSMANN

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

- Enjoyed attending the ribbon cuttings
- Announced upcoming events from the Madison Chamber

COUNCIL DISTRICT NO. 6 ERICA WHITE

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

- Shared that there was a new opening in district 6-CoreSouth Lagree

COUNCIL DISTRICT NO. 7 KENNETH JACKSON

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

- Encouraged everyone to check out the Beautification and Tree Board, meets every 3rd Tuesday at 6 p.m.
- Shared the deadline to apply for the Civic Awareness Academy is this Friday

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

PROPOSED ORDINANCE NO. 2026-032: ZONING CERTAIN PROPERTY OWNED BY COSTCO WHOLESALE CORPORATION CONSISTING OF 23.69 ACRES, LOCATED AT 8094 HIGHWAY 72 W, NORTH OF HIGHWAY 72 AND EAST OF JACK CLIFT BOULEVARD, TO B3 (GENERAL BUSINESS) UPON ANNEXATION (FIRST READING 01/12/2026)

Director of Development Services Mary Beth Broeren shared that the property is located on the north side of highway 72 and consists of a little over twenty-three acres. Director of Development Services Mary Beth Broeren shared with Council that this was the area that Council acted on previously. She shared that the annexation would become effective later this month. Director of Development Services Mary Beth Broeren stated that it included Costco and the associated fuel station. She shared that the Planning Commission and staff are recommending the approval of the zoning B3. Council President Wroblewski opened the floor for public comments regarding this request. There being none, she then closed the floor and entertained a motion from Council. Council Member McKay moved to approve Proposed Ordinance 2026-032. Council Member Bier seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

BUILDING

RESOLUTION NO. 2026-058-R: AUTHORIZING THE PURCHASE OF ONE (1) 2026 CHEVROLET SILVERADO CREW CAB 4WD FROM MCSWEENEY AUTO GROUP CLANTON, LLC, UNDER STATE BID CONTRACT NO. MA24000004917 IN THE AMOUNT OF \$51,572.02 (TO BE PAID FROM FUND 12)

Council Member Goodson moved to approve Resolution No. 2026-058-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

RESOLUTION NO 2026-044-R: AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HUNTSVILLE D/B/A HUNTSVILLE UTILITIES, THE CITY OF HUNTSVILLE, MADISON COUNTY, ALABAMA, AND THE CITY OF MADISON FOR ACQUISITION AND SHARING OF AERIAL IMAGERY, SATELLITE IMAGERY, AND BASEMAP PRODUCTS FOR A PERIOD OF TWO YEARS WITH EXPENSES TO BE SHARED EQUALLY (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Goodson moved to approve Resolution No. 2026-044-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-051-R: AUTHORIZING AN AMENDMENT OF THE MAINTENANCE AGREEMENT WITH ALDOT FOR THE TRAFFIC CONTROL SIGNAL AT HIGHWAY 72 AND JACK CLIFT BOULEVARD TO REFLECT PROPOSED MODIFICATIONS TO THE SIGNAL TIMING

City Engineer Michael Johnson shared with Council that the Traffic Engineer Darrell Skipper was present to share a brief presentation. Traffic Engineer Darrell Skipper with Skipper Consultants shared a presentation and reassured Council that there is already a maintenance agreement with the Department of Transportation in place, he explained that this was an amendment to that agreement. Traffic Engineer Darrell Skipper clarified that in order to do work in the right- of- way there must be a permit. The Traffic Engineer Darrell Skipper shared information on the anticipated traffic control signal location and how the traffic control signal could help alleviate congested traffic on Highway 72 and Jack Clift Boulevard. Council Members voiced their concerns and asked for clarification from the traffic engineer and discussion was held at length. Council Member Goodson moved to approve Resolution No. 2026-051-R. Council Member Bier seconded. The vote was taken and recorded as follows:

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

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2026-072-R: APPROVING A PERCENTAGE-BASED FEE AIA AGREEMENT WITH GOODWYN MILLS CAWOOD, LLC FOR CITY HALL RENOVATIONS IN THE AMOUNT OF APPROXIMATELY \$150,000 (TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT)

Council Member David Bier moved to approve Resolution No. 2026-072-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

PROPOSED ORDINANCE NO. 2026-077: AUTHORIZING AMENDMENT TO POLICY 3 ENTITLED "SERVICE CATEGORIES AND EMPLOYMENT STATUS" OF THE CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES (FIRST READING)

This is a first reading

LEGAL

PROPOSED ORDINANCE NO. 2026-054: AUTHORIZING A JOINT PURCHASE AGREEMENT WITH THE CITY OF HUNTSVILLE FOR THE PURCHASE OF LIGHT-DUTY VEHICLES FROM WOODY ANDERSON FORD AND DONOHOO CHEVROLET (FIRST READING 1/29/2026)

Council Member White moved to approve Proposed Ordinance No. 2026-054. Council Member Lessmann seconded. The vote was taken and recorded as follows:

| | |
|---------------------------------|-----|
| Council Member Erica White | Aye |
| Council Member Alice Lessmann | Aye |
| Council Member Maura Wroblewski | Aye |

| | |
|--------------------------------|-----|
| Council Member David Bier | Aye |
| Council Member Billie Goodson | Aye |
| Council Member Michael McKay | Aye |
| Council Member Kenneth Jackson | Aye |

Motion carried.

PLANNING

RESOLUTION NO. 2026-045-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2026-046; REZONING CERTAIN PROPERTY OWNED BY PATRICIA ALLEN GORE AND PATRICIA HIGGINBOTHAM DARE CONSISTING OF 1.4 ACRES LOCATED AT 261 HUGHES ROAD, SOUTH OF OLD MADISON PIKE, FROM R-1B (LOW DENSITY RESIDENTIAL) TO B2 (COMMUNITY BUSINESS) (FIRST PUBLICATION 2/18/2026, SYNOPSIS 2/25/2026, PUBLIC HEARING 3/23/2026)

Council Member White moved to approve Resolution No. 2026-045-R. Council Member Lessmann seconded. Council member McKay asked if there were any houses currently on the property. Director of Services Mary Beth Broeren shared that there is a vacant house on the property that faces Hughes Road and is a two-story white house directly adjacent to the new commercial center. Director of Services Mary Beth Broeren shared the applicant is proposing to demolish the existing structure and build a new commercial center. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-060-R: AUTHORIZING A PERMISSIVE USE AGREEMENT FOR THE PLACEMENT OF A SIGN AND LANDSCAPING FOR TOWN MADISON IN THE CITY'S RIGHT-OF-WAY IN THE ROUNDABOUT LOCATED AT THE INTERSECTION OF INTERGRAPH WAY, LIME QUARRY ROAD, AND GRAPHICS DRIVE

Council Member Bier moved to approve Resolution No. 2026-060-R. Council Member Goodson seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-061-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NEXTSITE, LLC, FOR PROFESSIONAL RETAIL CONSULTING SERVICES IN THE AMOUNT OF \$45,000 PER YEAR FOR A THREE-YEAR PERIOD (TO BE PAID FROM PLANNING DEPARTMENT BUDGET)

Council Member White moved to approve Resolution No. 2026-061-R. Council Member Jackson seconded. The vote was taken and recorded as follows:

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

Motion carried.

PUBLIC WORKS

RESOLUTION NO. 2026-062-R: AUTHORIZING AN AGREEMENT FOR PROFESSIONAL CONTRACTOR SERVICES WITH MIKE GENTLE FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED \$39,000 (TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET)

Council Member Bier moved to approve Resolution No. 2026-062-R. Council Member McKay seconded. The vote was taken and recorded as follows:

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

Motion carried.

RECREATION

RESOLUTION NO. 2026-056-R: AUTHORIZING THE PURCHASE OF ONE FORD F-350 4X4 REGULAR CAB PICKUP TRUCK FROM WOODY ANDERSON FORD THROUGH CITY OF HUNTSVILLE JOINT PURCHASING AGREEMENT IN THE AMOUNT OF \$45,486.72 (TO BE PAID FROM FUND 12)

Council Member Goodson moved to approve Resolution No. 2026-056-R. Council Member White seconded. The vote was taken and recorded as follows:

| | |
|-------------------------------|-----|
| Council Member Billie Goodson | Aye |
|-------------------------------|-----|

| | |
|---------------------------------|-----|
| Council Member Erica White | Aye |
| Council Member Maura Wroblewski | Aye |
| Council Member David Bier | Aye |
| Council Member Michael McKay | Aye |
| Council Member Alice Lessmann | Aye |
| Council Member Kenneth Jackson | Aye |

Motion carried.

RESOLUTION NO. 2026-063-R: AUTHORIZING AN INSTRUCTOR AGREEMENT WITH JENNIFER BESAW TO CONDUCT SPECIAL NEEDS ADAPTIVE DANCE LESSONS AT TOWN MADISON WELLNESS CENTER AT NO COST TO THE CITY

Council Member White moved to approve Resolution No. 2026-063-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-065-R: AUTHORIZING AN INSTRUCTOR AGREEMENT WITH SHANA HOWARD DOING BUSINESS AS ALL AROUND ATHLETE, LLC, FOR A YOUTH COMMUNITY PHYSICAL EDUCATION PROGRAM TO BE HELD AT THE MADISON COMMUNITY CENTER AT NO COST TO THE CITY

Council Member Jackson moved to approve Resolution No. 2026-065-R. Council Member White seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2026-066-R: AUTHORIZING FIREWORKS DISPLAY AGREEMENT WITH PYRO SHOWS OF ALABAMA, INC. FOR INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$18,400 (TO BE PAID FROM PARKS & RECREATION DEPARTMENT BUDGET)

Council Member Goodson moved to approve Resolution No. 2026-066-R. Council Member Lessmann seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Work Session announced by Council President Wroblewski for February 25th

EXECUTIVE SESSION

City Attorney Megan Zingarelli asked that the Council convene in an Executive Session made the following declaration: As the City’s attorney and a person involved in certain commercial economic development recruitment and retention efforts, I advise the City Council to go into executive session pursuant to Alabama Code §36-25A-7(a)(3) to discuss legal ramifications of legal options for a pending litigation. It is my opinion that this open meetings act exception is implacable to a discussion of these matters with legal counsel.

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

| | |
|---------------------------------|-----|
| Council Member Alice Lessmann | Aye |
| Council Member Erica White | Aye |
| Council Member Maura Wroblewski | Aye |
| Council Member David Bier | Aye |
| Council Member Michael McKay | Aye |
| Council Member Erica White | Aye |
| Council Member Kenneth Jackson | Aye |

Motion carried.

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

ADJOURNMENT

Having no further business to discuss Council President Wroblewski moved to adjourn.

The meeting was adjourned at 7:15 p.m.

Minutes No. 2026-03-RG, dated February 09, 2026, read, approved and adopted this 23rd day of February 2026.

Council Member Maura Wroblewski
District One

Council Member David Bier
District Two

Council Member Billie Goodson
District Three

Council Member Michael McKay
District Four

Council Member Alice Lessmann
District Five

Council Member Erica White
District Six

Council Member Kenneth Jackson
District Seven

Concur:

Ranae Bartlett, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

PROCLAMATION TRASH PANDAS DAY

WHEREAS, the Rocket City Trash Pandas were awarded the 2025 Baseball America Double A Bob Freitas award for overall excellence in business operations business excellence, community involvement, and sustained success; and

WHEREAS, the Bob Freitas Award is one of the most prestigious honors in Minor League Baseball, awarded annually to one organization at each level that exemplifies leadership, innovation, and positive community impact; and

WHEREAS, the Rocket City Trash Pandas have demonstrated an exceptional dedication to serving the City of Madison through extensive community outreach, charitable partnerships, youth engagement, educational initiatives, and support for local nonprofit organizations; and

WHEREAS, through the Trash Pandas Foundation and team-led initiatives, the organization has invested in the quality of life of residents by promoting education, health, civic pride, and inclusivity both on and off the field; and

WHEREAS, the success of the Rocket City Trash Pandas reflects the strong partnership between the organization, Madison leaders, businesses, and fans, and has contributed to the economic vitality and national recognition of the region; and

WHEREAS, the Rocket City Trash Pandas' recognition with the Bob Freitas Award underscores the organization's role as a national model for how professional sports teams can strengthen community connections while delivering an exceptional fan experience

NOW, THEREFORE,

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

FEBRUARY 23, 2026

as

TRASH PANDAS DAY

in the City of Madison, Alabama.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 23rd day of February, 2026.

Ranae Bartlett, Mayor

RESOLUTION NO. 2026-016-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH THRIVE ALABAMA FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Thrive Alabama for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **THRIVE ALABAMA** (hereinafter “**Thrive**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that Thrive shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to Thrive the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. Thrive pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, Thrive agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by Thrive.

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

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

THRIVE ALABAMA

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

EXHIBIT A

Thrive Alabama is pleased to partner with the City of Madison to continue offering its residents comprehensive, affordable healthcare regardless of their income or insurance status. We see people with Medicaid, Medicare, Tricare, and private insurance. Plus, patients who qualify can receive discounted care on a sliding fee scale.

Thrive Alabama offers the following services to City of Madison residents: Adult primary healthcare, pediatrics, behavioral healthcare, case management, transportation to medical appointments, nutritional counseling, medical interpretation, and more.

Based on a community health needs assessment, we discovered Madison County has 94,000 people with no or limited access to primary healthcare. We are excited to play a part in providing quality healthcare to those most in need for generations to come.

RESOLUTION NO. 2026-017-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Fantasy Playhouse Children’s Theater and Academy for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY** (hereinafter “FPCTA”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that FPCTA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to FPCTA the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. FPCTA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, FPCTA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by FPCTA.

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

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

FANTASY PLAYHOUSE CHILDREN’S THEATER AND ACADEMY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

EXHIBIT A

Fantasy Playhouse Children’s Theater & Academy (FPCTA) provides access to theatre arts and arts education to the families of Madison, Alabama. FPCTA enhances the quality of life for Madison residents by:

1. Providing free and low cost quality family entertainment that engages and inspires children; helping them enhance communication skills, enrich empathetic responses, and make sense of the world around them. Since 1961, FPCTA has provided a gateway to the theatre arts for tens of thousands of Madison City residents and students.

Current MainStage & Theatre for Young Audiences Productions:
Cinderella; A Christmas Story; Winnie the Pooh; Disney’s Descendants; A Midsummer Night’s Dream; A Not So Scary Christmas Carol; Anansi the Spider & Story Time Pirates.

2. Providing performance, design, technical, educational, and administrative employment and volunteer opportunities for hundreds of Madison residents. A sample of Staff and Volunteers include:

- Emily Rodrick, FPCTA Communications Director
- Matlin Neimann, FPCTA Assoc Education Director
- Fathia Hardy, FPCTA Board Member
- Helen Donahue, FPCTA Board Member
- Erika Mitchem, FPCTA Board Member
- Donna Berger, FPCTA Board Member
- Holly Brockman, FPCTA Board Member
- Connie Spears, FPCTA Board Member
- Melissa Ward, FPCTA Board Member
- Amy Patel, FPCTA Educational Advisor and Actress
- Dwayne Craft, FPCTA Educational Advisor
- Kim Jimmerson, FPCTA Volunteer Coordinator

3. Providing arts educational opportunities via an enhanced “Fantasy in the Classroom” partnership with Madison City Schools which acts as “feeder” training program for Bob Jones and James Clemens High Schools’ award winning theatre departments. Students grades K-3 take part in on-site after-school programs that are modifications of FPCTA’s general acting curriculum. Classes focus on developing the Actor’s Tool Box (Body, Voice, Mind, and Imagination) that inspire creativity and build self-confidence. For eight or ten weeks, students will be divided up into age-appropriate classes and meet after school one day a week for an hour. On the final day of class, students will apply their skills in an

informal sharing for family and friends. FPCTA presents each student with a Certificate of Achievement at the end of each session. Advanced Students grades 4-6 are part of a custom-designed drama program by meeting twice a week over 12 weeks. This class culminates in a fully realized play. Children are introduced to career paths and theatrical work well before middle and high school. JCHS and BJHS students are then offered paid assistantships and tech assignments during FPCTA Summer Camps. FPCTA is also looking to offer satellite classes at the new Madison Community Center

Current and Past Partner Schools are:

- Horizon Elementary School
- Madison Elementary School
- Rainbow Elementary School
- Midtown Elementary School
- Liberty Middle
- Discovery Middle

Funding from the City of Madison is being used to support our services to our Madison City audience members, students, staff, and volunteers; supporting quality of life, expanding STE(A)M technical theatre education partnerships with MCS, and equipping Madison’s students with life’s essential skills as we teach Madison students to step beyond themselves, to dream big dreams, to master self confidence, and obtain the skills needed for a successful future.

RESOLUTION NO. 2026-018-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH UNITED WAY OF MADISON COUNTY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with United Way of Madison County for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twelve thousand five hundred dollars (\$12,500.00)** for FY 26.

READ, PASSED, AND ADOPTED this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **UNITED WAY OF MADISON COUNTY** (hereinafter “**UWMC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that UWMC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to UWMC the sum of Twelve thousand five hundred dollars and no cents (\$12,500.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. UWMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, UWMC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by UWMC.

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

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

UNITED WAY OF MADISON COUNTY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

EXHIBIT A

United Way of Madison County (UWMC) is pleased to partner with the City of Madison and intends to use the funding by providing:

United Way's 211 service, delivered in partnership with Crisis Services of North Alabama. When individuals need to find help for something beyond their capacity to deal with on their own, 211 is readily available 24/7, 365 days a year. Experienced call specialists answer phone calls, respond to texts, and conduct online chats through our state-wide database portal with the purpose of connecting those in need with those who can help (<https://211connectsalabama.org>). In those brief conversations, they are able to listen to the needs of the resident calling, access the most extensive database of health and human services in Madison County and provide key referrals to the agency who can actually provide services the individual needs. Statistics tell us that individuals looking for help alone can contact 6-7 organizations before finding the one who actually can provide the help they need. In these days when more individuals are experiencing high stress and financial strains, this lifeline assists not only with the need at hand but improves the mental health and ability to cope for thousands each year. Getting help before the situation becomes more costly, emotionally and financially, is a critical efficiency and savings for the individual, our local resources including local governments, and all of us.

By the end of the Fiscal Year for the City of Madison, we forecast, based on Actual Numbers over 3,000 residents within the zip codes of Madison, Alabama will benefit. As the City continues to grow, we anticipate that the need for these resources will increase as well. In the past year, 211 most frequently helped individuals from the City of Madison who requested housing/shelter (33.8%), transportation (22.2%), utilities (13.8%), food (7.6%), and more to attain those resources, in part thanks to the support from City of Madison funding.

RESOLUTION NO. 2026-019-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH U.S. SPACE & ROCKET CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with U.S. Space & Rocket Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **ten thousand dollars (\$10,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **U.S. SPACE & ROCKET CENTER** (hereinafter “**USSRC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that USSRC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to USSRC the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. USSRC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, USSRC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by USSRC.

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

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

U.S. SPACE & ROCKET CENTER

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

§
§
§

COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

EXHIBIT A

The U.S. Space & Rocket Center is engaged in the following activities:

- Include Madison businesses in the promotion of **Dare to Explore: Frontiers of Space** which is expected to draw spring and summer visitors to the Madison/Huntsville area, benefiting the restaurants, hotels and shops.
- Offer educational programs, community events, and exhibits that seek to improve the quality of life for the citizens of Madison, while complying with pandemic guidelines issued by the Alabama Department of Public Health.

RESOLUTION NO. 2026-020-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Big Brothers Big Sisters of the Tennessee Valley for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **five thousand dollars (\$5,000.00)** for FY 26.

READ, PASSED, AND ADOPTED this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **BIG BROTHERS BIG SISTERS OF THE TENNESSEE VALLEY** (hereinafter “BBBSTV”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2026.
2. During said term, it is hereby agreed that BBBSTV shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to BBBSTV the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2026, which began October 1, 2025, and ends September 30, 2026, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. BBBSTV pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, BBBSTV agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by BBBSTV.

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

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Ranae Bartlett, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

§
§
§

COUNTY OF MADISON

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

Given under my hand and official seal this _____ day of _____, 2026.

Notary Public

EXHIBIT A

Big Brothers Big Sisters of the Tennessee Valley will use the \$5,000 allocated by the City of Madison to support community-based and school-based mentoring programs serving Madison area youth and families.

BBBSTV creates and supports professionally monitored one-to-one mentoring relationships between carefully screened adult volunteers and local youth who would benefit from additional guidance and support. These mentoring relationships address critical community needs including economic hardship, family instability, and developmental gaps.

The allocated funds will support professional staff time for Madison area matches, volunteer screening and training, program materials and resources, educational and recreational activities, and ongoing monitoring to ensure safety, quality, and positive outcomes for all participants.

Each mentoring relationship involves thorough volunteer screening including background checks, interviews, and comprehensive training. Youth participants and their families receive orientation and ongoing support from professional staff. Mentors and mentees meet regularly for a minimum of one year, with many relationships continuing for multiple years. All services are provided at no cost to participating youth and families. Research demonstrates that mentored youth show improved academic performance, increased college enrollment rates, higher future earnings, and stronger community connections.

BBBSTV participants consistently meet personal development goals and report improved sense of belonging.

RESOLUTION NO. 2026-074-R

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

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

| Quantity | Description |
|----------|-------------------|
| 1 | Office Chair |
| 1 | 4-Shelf Bookshelf |

; and

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

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

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

READ, APPROVED, and ADOPTED this 23rd day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

RESOLUTION NO. 2026-076-R

AUTHORIZING THE ACCEPTANCE OF AN INSURANCE SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION FOR DAMAGE TO A Ford F150 VEHICLE IN THE PUBLIC WORKS FLEET

WHEREAS, on December 10, 2025, a vehicle collided into the rear of a F150 belonging to the Public Works Department resulting in vehicle damage

WHEREAS, the Alabama Municipal Insurance Corporation (AMIC), the City of Madison’s insurance provider, has determined that there was property loss and has offered a settlement in the amount of \$6,301.55 subject to a \$1,000.00 deductible; and

WHEREAS, the City of Madison desires to accept the proposed settlement for the loss of the property.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the settlement offer from AMIC in the amount of \$6,301.55, less a \$1,000.00 deductible, is hereby accepted; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is authorized to execute any and all documents necessary to finalize the settlement related to Claim No. 065241CD.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026

Ranae Bartlett, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281263
POLICY NUMBER
October 1, 2025
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

065241CD
ADJUSTER FILE NUMBER
065241CD
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2019, Ford, F150, 1FTFX1E53KKC24578

DATE OF LOSS CAUSE: A loss occurred on the 10th day of December, 2025, about the hour of unknown o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV/OV collision.

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

VALUE (If a total loss) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$6,301.55
DEDUCTIBLE AMOUNT The deductible provision applicable to this loss (\$1,000.00)
SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$5,301.55

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

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

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

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

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

Date: Jan. 22, 2026 Signature: Ranae Bartlett

Witness: Lisa Dunning, Notary Public
Subscribed and sworn to before me this 22nd day of January, 2026
Notary Public Signature: Lisa Dunning



RESOLUTION NO. 2026-092-R

PROVIDING FOR THE DISPOSITION OF EQUIPMENT PURSUANT TO SECTION 16-107 OF THE CODE OF ORDINANCES OF THE CITY OF MADISON

WHEREAS, the City of Madison has in its possession the following equipment, which has been used or consumed in the normal course of the business of the City:

| Quantity | Description |
|----------|---|
| 1 | Glidescope GO Serial No.HM181994, Asset No. 002053 |

; and

WHEREAS, the equipment is no longer needed for public or municipal purposes and is due to be traded for a new Glidescope GO, with a trade-in value of \$1,400, through Verathon, Inc.; and

WHEREAS, Article V, Section 16-107, of the Madison City Code, provides for disposition and trade of equipment pursuant to a resolution of the City Council.

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

READ, APPROVED, and ADOPTED this 23rd day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 002053
(Existing Assets Number)

Section 2

Date: 2-12-26 Department: FIRE

Item Description: GLIDESCOP 60

Serial/Model #: SN MM181994 New: Used:

Location: STATION 3 - ENGINE 3 Vendor Name: VERATHAN / GLIDESCOP

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: TRANSFER VALUE \$1400.00

Enhancements: _____

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

Brandy Willis 2-17-26
Signature: (Department Head or Designee) Date:

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____ Date: _____

Signature, City Clerk-Treasurer Date

COMMENTS: _____

COPY: Requesting Dept. Finance Dept.

RESOLUTION NO. 2026-067-R

**A RESOLUTION AUTHORIZING AN AGREEMENT
WITH NIVENS & ASSOCIATES APPRAISALS, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Nivens & Associates Appraisals, Inc., for land appraisals of the Bradley Street Improvement Project, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or her designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; 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 Nivens & Associates Appraisals, Inc., in the amount and manner authorized by the quotation accepted by passage of this Resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of February 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as ("City") and Nivens & Associates Appraisals, Inc., an Alabama corporation located at 115 Manning Drive, Suite D202, Huntsville, Alabama 35801, hereinafter referred to as ("Consultant.")

WITNESS TO:

WHEREAS the City of Madison requires professional services for the appraisal of properties involved in the Bradley Street Improvement Project No. 22-008 for the purpose of establishing the fair market value for land acquisitions necessary for the Project; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: provide professional appraisal reports for the value of properties near Project No. 22-008 in accordance with its Appraisal Fee Quote dated January 30, 2026.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- E. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary, or proper to carry out the services required by this Agreement.

- F. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- G. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- H. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein.
- I. By signing this contract, Consultant 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.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **Sixteen Thousand Eight Hundred Dollars (\$16,800.00)**, payable as services are rendered and invoiced to City. The consultant is solely responsible for submission of invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only -that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT; WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

Director
City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758

All notices to Consultant shall be addressed to:

Darrin Nivens
Nivens & Associates Appraisals, Inc.
115 Manning Drive, Suite D202
Huntsville, AL 35801

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

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

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

Attest:

By: _____
Ranae Bartlett, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

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

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa 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 February 2026.

Notary Public
My Commission Expires: _____

**Nivens & Associates Appraisals, Inc.
CONSULTANT**

By: _____

Its: _____

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____, whose name as _____ of Nivens & Associates Appraisals, 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, 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 official seal this __ day of February 2026.

Notary Public
My Commission Expires: _____

NIVENS & ASSOCIATES APPRAISALS, INC.

115 MANNING DRIVE, SUITE D202 - HUNTSVILLE, ALABAMA 35801
PHONE: (256) 534-5084 EMAIL: DNIVENS@NIVENSAPPRAISAL.COM

January 30, 2026

Ms. E. Michelle Dunson, P.E., CFM
City of Madison, Engineering Department
100 Hughes Road
Madison, Al. 35758

Re: Appraisal Fee Quote for the Bradley Street
Improvement Project 22-008

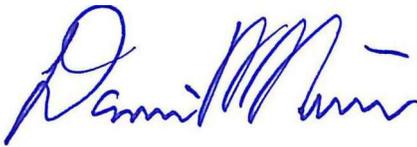
Dear Ms. Dunson:

First of all, thank you for considering Nivens & Associates Appraisals, Inc. to submit a proposal to perform the appraisal of the properties involved in the Bradley Street Improvement Project. This letter is to advise you that we will be glad to prepare appraisals regarding the properties listed on the maps and legal descriptions that you provided.

The fee to complete the appraisal report on this property listed in your e-mail pursuit to this project will be **\$16,800**. The appraisal report will be prepared in a narrative format in a single appraisal report and will report separate before and after value for the properties. The appraisal will conform to the Uniform Standards of Professional Appraisal Practice as required by the Appraisal Institute and the State of Alabama Appraiser Board. The report will be completed within approximately 45 days from the date of engagement by the City of Madison.

Again, thank you for this opportunity and if you have any questions, please do not hesitate to contact me.

Sincerely,



Darrin K. Nivens, MAI
Certified General Real
Property Appraiser, G00420

Darrin K. Nivens, MAI



Claude B. Moore, Jr.
Jack P. Fanning, Jr.
Matthew R. Green

RESOLUTION NO. 2026-079-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE
SUBDIVISION IMPROVEMENTS FOR BARNETT’S CROSSING, PHASE 2**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Engineering Department, effective February 23, 2026, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Barnett’s Crossing, Phase 2 as recorded in the Limestone County Probate Office in Plat Book L, Pages 350-351.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Barnett's Crossing, Phase 2

Principal: Barnett's Crossing, LLC

Bond No: _____ Amount: \$156,313.31 LOC X Cash _____

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this ___ day of _____, ____.


WITNESS

PRINCIPAL
By: 
Its: President

APPROVED:

City Engineer

2/9/2026
Date

ACCEPTED:
CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Barnett's Crossing, Phase 2

Plat Book: L Page: 350-351 or Document # N/A

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: 09/16/2025

Developer: Barnett's Crossing LLC

Address: 308 C. H. Hester Rd, Knoxville, TN 37919

By: DMD

ENGINEERING CERTIFICATION
(THE BOARD)

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 09/16/2025

Consulting Engineer(s): Morell Engineering

Address: 305 Church St., SW Huntsville, AL 35801

By: [Signature]

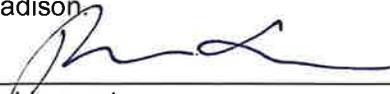
THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Barnett's Crossing, Phase 2

Plat Book: L Page: 350-351 or Document # N/A

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.



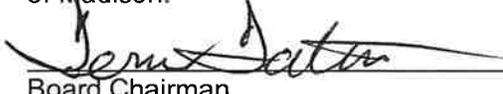
Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.



General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 3rd day of November, 2025, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.



Board Chairman

ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 09/16/2025

Consulting Engineer(s): Morell Engineering

Address: 305 Church St., SW Huntsville, AL 35801

By: 

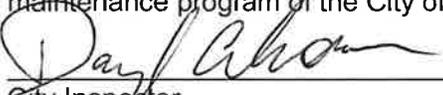
THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Barnett's Crossing, Phase 2

Plat Book: L Page: 350-351 or Document # N/A

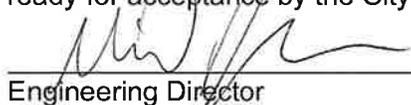
Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.



City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.



Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2026-080-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE
SUBDIVISION IMPROVEMENTS FOR BARNETT’S CROSSING, PHASE 3B**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon the recommendation of the Engineering Department, effective February 23, 2026, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Barnett’s Crossing, Phase 3B as recorded in the Limestone County Probate Office in Plat Book L, Pages 352-353.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of February 2026

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Barnett's Crossing, Phase 3B

Principal: Barnett's Crossing, LLC

Bond No: _____ Amount: \$53,419.31 LOC X Cash _____

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this ___ day of _____, ____.

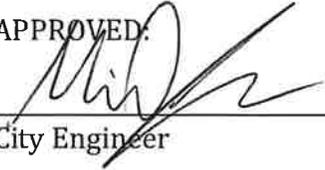

WITNESS

PRINCIPAL

By:  _____

Its: President _____

APPROVED:


City Engineer

2/9/2020
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Barnett's Crossing, Phase 3B

Plat Book: L Page: 352-353 or Document # N/A

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: 09/16/2025

Developer: Barnett's Crossing, LLC

Address: 308 Letterman Rd, Knoxville, TN 37919

By: Darby Campbell, President
DWC

ENGINEERING CERTIFICATION
(THE BOARD)

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 09/16/2025

Consulting Engineer(s): Morell Engineering

Address: 305 Church St., SW Huntsville, AL 35801

By: *Tim J. Morell*

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Barnett's Crossing, Phase 3B

Plat Book: L Page: 352-353 or Document # N/A

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.


Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.


General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 3rd day of November, 2025, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.


Board Chairman

ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 09/16/2025

Consulting Engineer(s): Morell Engineering

Address: 305 Church St., SW Huntsville, AL 35801

By: 

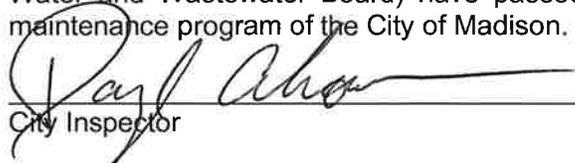
THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Barnett's Crossing, Phase 3B

Plat Book: L Page: 352-353 or Document # N/A

Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.



City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.



Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2026-081-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR
MADISON BRANCH, PHASE 2A SUBDIVISION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that upon the recommendation of the Engineering Department, effective February 23, 2026, the City of Madison accepts for public use and maintenance the street, drainage and utilities within the rights-of-way and easements dedicated for Madison Branch, Phase 2A Subdivision as recorded in the Limestone County Probate Office in Plat Book L, Page 360.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Madison Branch Ph 2A

Principal: Enfinger Development, LLC

Bond No: 30034358 Amount: \$220,599.00 LOC Cash

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 9 day of February 2026

Amanda Davis
WITNESS

PRINCIPAL
By: [Signature]

Its: MONTGOMERY

APPROVED:
[Signature]
City Engineer

2/9/2026
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Madison Branch Ph 2A

Plat Book: L Page: 300 or Document # _____

Probate Records of Limestone County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance program(s) of the Water and Wastewater Board of the City of Madison (the Board), and the City of Madison. The Applicant hereby dedicates the sanitary sewer system of said subdivision to the Board, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the Board, and if applicable the City of Madison.

Date: 11/20/2025

Developer: Enfinger Development, LLC

Address: 8624 Memorial Parkway SW, Huntsville, AL 35802

By: [Signature]

ENGINEERING CERTIFICATION
(THE BOARD)

This is to certify that the sanitary sewer system lying within the above-referenced subdivision, is complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that the Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board.

Date: 12/3/25

Consulting Engineer(s): 2 THE POINT INC

Address: 8624 MEMORIAL PKWY SW, HUNTSVILLE AL 35802

By: [Signature]

THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Madison Branch Ph 2A

Plat Book: L Page: 360 or Document # _____

Probate Records of Limestone County, Alabama

The sanitary sewer system of the above-referenced subdivision has passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.

[Signature]
Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced sanitary sewer system in the above-referenced subdivision are ready for acceptance by the Board.

[Signature]
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 21st day of January, 2026, dedicated sanitary sewer system in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.

[Signature]
Board Chairman

ENGINEERING CERTIFICATION
FOR THE CITY OF MADISON

This is to certify that the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer(s) that representatives of the City of Madison will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the City.

Date: 2/9/25

Consulting Engineer(s): 2 The Point, Inc

Address: 8624 Memorial Parkway SW Huntsville, AL 35802

By: [Signature]

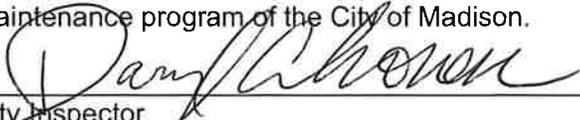
THE CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS

Subdivision: Madison Branch Pn 2A

Plat Book: L Page: 360 or Document # _____

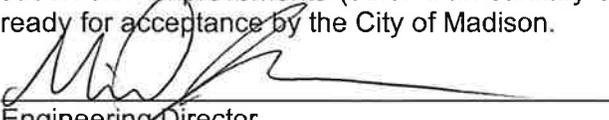
Probate Records of Limestone County, Alabama

Subdivision improvements in the above-referenced subdivision (other than sanitary sewer system accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.



City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than sanitary sewer system accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.



Engineering Director

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2026-087-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH INTERGRAPH IMPROVED PROPERTIES, LLC, FOR DIVISION OF UTILITY BILL FOR THE PUBLIC SAFETY ANNEX**

WHEREAS, the City of Madison acquired a building from Intergraph Improved Properties, LLC (herein "Intergraph") located at 23 Ludie Richard Drive, Madison, Alabama 35758 (herein the "Public Safety Annex"); and

WHEREAS, Intergraph continues to own and maintain an adjacent building to the Public Safety Annex known as building 23-B ("Building 23-B"); and

WHEREAS, Huntsville Utilities continues to meter electricity usage for the Public Safety Annex and Building 23-B with one meter; and

WHEREAS, Huntsville Utilities requires that the shared electrical service only be held in the name of one of the Parties, and the electricity bill has been maintained in the City's name since 2024;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute on behalf of the City an agreement with Intergraph for the division of electrical costs, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Utility Expense Sharing Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or her designee shall be hereby authorized for the entire term 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 23rd day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

UTILITY EXPENSE SHARING AGREEMENT

THIS UTILITY EXPENSE SHARING AGREEMENT (the "*Agreement*") is made and entered into on this ____ day of _____ (the "*Effective Date*") by and between **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company ("*Intergraph*"), and the **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (the "*City*"). Intergraph and the City may hereinafter be referred to individually as a "*Party*" and collectively as the "*Parties.*"

RECITALS

WHEREAS, the City of Madison recently acquired a building from Intergraph located at 23 Ludie Richard Drive, Madison AL 35758 (herein the "*Public Safety Annex*");

WHEREAS, Intergraph continues to own and maintain an adjacent building to the Public Safety Annex known as building 23-8 ("*Building 23-B*");

WHEREAS, Huntsville Utilities continues to meter electricity usage for the Public Safety Annex and Building 23-B with one meter and remits electricity bills for both buildings to the City in accordance with the Utility Expense Sharing Agreement dated March 11, 2024;

WHEREAS, the Parties must continue to cooperate with each other with respect to issues relative to payment for their proportionate usage of such electricity; and

WHEREAS, the Parties desire to enter into this Agreement in consideration of the mutual covenants and agreements contained herein and for the mutual convenience and benefit of both Parties.

NOW, THEREFORE, the Parties contract and agree as follows:

1. The Parties enter into this Agreement for a term of one (1) year from the Effective Date. The Agreement shall automatically renew for an additional one-year term unless either Party gives thirty (30) days' notice to the other in advance that they intend to terminate the Agreement.

2. The City shall maintain a fully operational electricity meter on the switchgear that services Building 23-B (at the City's sole cost and expense) to measure Intergraph's electricity usage in Building 23-B.

3. The City agrees that, in the event the electricity meter breaks or is in need of replacement or maintenance, the City shall provide Intergraph with prompt written notice of such break or required maintenance, and the City shall bear the full cost and expense for such meter replacement or maintenance. The City agrees to use best efforts to fix the broken or non-operational meter within a reasonable period of time. If, however, the meter is down for a billable period preventing a Reading of Intergraph's electricity usage during such billable period, then Intergraph shall remit payment to the City for an amount equal to twenty percent (20%) of the electricity bill for both Building 23-B and the Public Safety Annex within fourteen (14) days of receipt of such bill.

4. Intergraph and the City agree to maintain the electricity utility in the name of the City. The City agrees to allow Intergraph as much access to billing information and reporting of problems, repairs and other issues as Huntsville Utilities policies allow.

5. Within seven (7) days of the City receiving an electricity bill from Huntsville Utilities for the combined electricity use of both 23-B Building and the City's Public Safety Annex for a billable period, the City shall obtain a reading in kilowatt-hours (the "*Reading*") from the installed meter on the switchgear

that services Building 23-B. Intergraph's representative is entitled to be present at that time to confirm the Reading obtained by the City. The Reading obtained by the meter shall determine Intergraph's electrical wattage usage for the billable period.

6. After obtaining an accurate Reading, the City shall submit an e-mail to Intergraph facilities staff members Amy Pendleton (amy.pendleton@hexagon.com) and Donna Vickery (donna.vickery@hexagon.com). The e-mail must include the Reading from the meter on the switchgear that services Building 23-B and a copy of the electricity bill from Huntsville Utilities showing the electricity usage in kilowatt-hours for both the 23-B Building and the Public Safety Annex combined and the current rate Huntsville Utilities charges per kilowatt-hour (the "**Payment Notice**").

7. Intergraph shall, within thirty (30) days of receipt of the Payment Notice, remit payment to the City in an amount equal to: (a) a number in kilowatt-hours derived from the applicable Reading, *multiplied by* (b) the current rate of electricity per kilowatt-hour as stated in the Payment Notice. Any payment issued by Intergraph to the City that is remitted thirty-five (35) days after receipt of the Payment Notice shall be subject to a five percent (5%) late fee.

8. The City shall promptly and timely pay all electricity bills to Huntsville Utilities during the term of this Agreement. If the City fails to promptly and timely pay for any reason, then the City shall be solely responsible for any late fees or additional charges.

9. If the City receives any notices from Huntsville Utilities, including, without limitation, notices for failure to timely pay, notices for disconnection of service, or notices for increased rates for electricity, then the City shall forward such notices to Amy Pendleton (amy.pendleton@hexagon.com) and Donna Vickery (donna.vickery@hexagon.com).

10. Either Party may terminate this Agreement at will by providing thirty (30) days' written notice to the other Party if the other Party breaches the terms of this Agreement.

11. This Agreement constitutes the entire agreement of the Parties pertaining to its subject matter and supersedes any prior or contemporaneous negotiations, representations, agreements, and understandings of the Parties with respect to such matters, whether written or oral.

12. This Agreement may be modified only by a writing signed by each Party.

13. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. Notwithstanding the aforementioned, Intergraph may assign this Agreement to an affiliate without receiving prior written consent.

14. Each person signing below on behalf of an entity does hereby represent and warrant that such person is duly authorized to execute this Agreement on behalf of the entity for whom they have signed and that the Parties to this Agreement have relied upon such representation and warranty in entering into this Agreement.

15. If any Party hereto fails to perform any of its obligations under this Agreement or if a dispute arises between the Parties hereto concerning the meaning or interpretation of any provision of this Agreement, and an action is filed, the prevailing Party in any such action shall be entitled to recover from the other Party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees and disbursements, including such incurred in connection with any appeal.

16. The Parties will use their best efforts to cooperate with each other regarding the amount due between them for the electrical bill each billable period as well as regarding any other issues which may arise concerning the shared electrical connection. If a dispute should arise between the Parties concerning the subject matter in this Agreement, both Parties agree to meet to try to work out their differences in good faith prior to filing any legal action. This Agreement shall be governed by and construed in accordance with the laws of Alabama, without giving effect to any choice or conflict of law provision or rule.

17. Any notices required or permitted to be given hereunder shall be given in writing via email to the respective email address(es) of each Party as listed in Section 6 and on the signature page below. Notice shall be deemed to be delivered on the date sent by email if sent during normal business hours of the recipient (provided that the sender does not receive any notification within seven (7) hours after such transmission that such transmission was not properly received by the recipient), and on the next business day if sent after normal business hours of the recipient.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page to follow.]

SIGNATURE PAGE TO UTILITY EXPENSE SHARING AGREEMENT

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, on the Effective Date.

**INTERGRAPH IMPROVED PROPERTIES, LLC, a
Delaware Limited Liability Company**

By: _____
Name: Anthony Zana
Its: Secretary

Email address(es) for notices:
[TBD]
Date of Execution: _____

CITY OF MADISON, ALABAMA an Alabama
municipal corporation

By: _____
Name: Ranae Bartlett
Its: Mayor

Email address(es) for notices:
Legal@madisonal.gov
Date of Execution: _____

ATTEST:

Lisa D. Thomas, CMC
City Clerk-Treasurer

RESOLUTION NO. 2026-068-R

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of February 2026, that the following changes be made to the Classification Plans, to be effective the beginning of the pay period following adoption of the resolution:

New Position, General Classification Plan:

- Senior Communications and External Affairs Officer – Pay Grade 111

READ, APPROVED, and ADOPTED this ____ day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Senior Communications and External Affairs Officer

Department: Mayor

FLSA Status: Exempt

Pay Grade: 111

New Position Position Change Effective Date 3/23/2026

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

General Position Summary:

The Senior Communications and External Affairs Officer serves as a senior leader within the Department of Operations and Communications, reporting to the Director of Operations and Communications and acting as the department's deputy leader. This role is responsible for advancing the City of Madison's strategic communications, public engagement, and external affairs efforts while ensuring alignment with operational priorities and organizational goals. This position plays a key leadership role through cross-functional collaboration, influence, and subject-matter expertise, helping guide departmental strategy, decision-making, and execution.

Essential Functions/Major Responsibilities:

- Assists in the development and implementation of a comprehensive public information strategy aligned with the City's goals and priorities.
- Develops and distributes press releases, media statements, and public service announcements.
- Creates and manages content for various communication channels, including the City's website, social media, newsletters, and podcast.
- Plans and executes public awareness campaigns, town halls, and community engagement events.
- Collaborates with the communications team to identify media opportunities and enhance public engagement efforts.
- Ensures consistent branding and messages across all city communications.
- Mentors Public Information Officers in outreach and media relations.
- Serves as the deputy communications officer during emergency situations, ensuring the timely release of critical information.
- Coordinates with emergency response teams and public safety officials to manage crisis communications effectively.
- Develops internal communication strategies to keep city employees informed and engaged.
- Identifies opportunities for innovation and improvement across departments; fosters a culture of forward-thinking and continuous learning.
- Maintains up-to-date knowledge of industry best practices and communication technologies to enhance public engagement and transparency.

Senior Communications and External Affairs Officer

- Attends special events on behalf of the Mayor's office.

Secondary Functions:

- Serves as department decision maker in the absence of the Director of Operations and Communications.
- Performs other related duties as required.

Job Scope:

- The Director of Operations and Communication assigns work in terms of general instructions.
- Guidelines are generally clear but require some research and interpretation in application.

Supervisory Responsibility:

Acts as lead but doesn't supervise.

Interpersonal Contacts:

- Regularly interacts with a wide range of individuals, groups, the Mayor, City Council, department heads, the public, and media. Interactions require diplomacy, professionalism, and the ability to convey information effectively.

Knowledge, Skills, and Abilities:

- Ability to exercise objective professional judgment.
- Ability to craft clear, concise, and engaging messages for diverse audiences.
- Ability to maintain calmness and composure under controversial or intense situations.
- Ability to work as a team and build relationships.
- Ability to write press releases, speeches, website content, and social media posts that engage and inform the public.
- Ability to tailor messages to diverse audiences and handle sensitive or confidential information with
- Ability to adjust messaging and communication strategies in response to changing circumstances, public feedback, or emerging issues.
- Ability to plan and execute public outreach campaigns, press conferences, and community events.
- Ability to build and maintain relationships with media representatives, stakeholders, community members, and internal staff.
- Ability to work independently with limited supervision, to include time management, setting priorities of work and determining which task can be handled independently and which requires intervention by others as needed to meet deadlines and complete communications and other work in a timely manner.
- Ability to keep abreast of evolving communication technologies, social media platforms, and digital outreach strategies
- Knowledge and deep understanding of media operations, journalistic standards, and effective public relations strategies.
- Knowledge of best practices for managing public messaging during emergencies or crises.
- Knowledge of AP Style.

Senior Communications and External Affairs Officer

- Knowledge of municipal government structures, public affairs, and legal considerations related to public information.
- Knowledge and understanding of FOIA and all laws governing the release of public information.
- Skilled in using content management systems (CMS), social media management tools, graphic design software (e.g., Canva, Adobe Suite), and video editing tools.
- Skilled in developing and implementing long-term communication plans that align with organizational goals.
- Skilled in decision-making, problem-solving and project management skills.
- Skilled in research, preparation and presentation of accurate and reliable reports and information.
- Skilled at public speaking and acting as a spokesperson.

Education and/or Experience:

- Bachelor’s degree in Public Relations, Marketing, Communications or related field.
- 8 years of related experience in communication, marketing, public relations or a related field.
- Any combination of education, training and experience that demonstrates the above knowledge, skills and abilities.

Additional Requirements:

- Strong background records demonstrate integrity, reliability, and sound judgment. This position requires access to city facilities, proprietary information, and direct interaction with the public, necessitating a high level of trust and accountability.
- Must maintain a valid driver’s license and a strong driving record to drive independently, and record may be periodically checked by the city (for city insurance purposes).

Job Conditions:

- Work in an office and field environment as needed to carry out various job assignments.
- Regular attendance is required, and must be able to work additional hours, nonstandard hours and weekends and at times with little or no notice.

Physical Capabilities:

- This position’s physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Much work is performed while typically sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending, or crouching.
- Ability to work on a computer for long periods of time.

Mayor Approval

Date

Department Head Approval

Date

RESOLUTION NO. 2026-069-R

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of February 2026, that the following changes be made to the Classification Plans, to be effective the beginning of the pay period following adoption of the resolution:

New Position, General Classification Plan:

- Lead Sports Field Technician – Pay Grade 106

READ, APPROVED, and ADOPTED this ____ day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Lead Sport Field Technician

Department: Parks & Recreation

FLSA Status: Non-Exempt

Pay Grade: 105

New Position Position Change Effective Date 9/7/2009

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

General Position Summary:

Under the direction of the Maintenance Supervisor within the Madison Parks and Recreation Department, the Lead Sports Field Technician performs all aspects of field and turf management for this department. This position will work closely with field consultants with all athletic fields in the city. The position will monitor work performance of crew, addressing issues pertaining to athletic field. This person will also be the point of contact for field preparation for all practices, games, tournaments and special events.

Essential Functions/Major Responsibilities:

- Plans, implements, and oversees daily maintenance of athletic fields.
- Performs various athletic field maintenance tasks such as mowing, dragging infields, lining/painting fields, chalking, raking and setting bases and laying out fields.
- Maintains inventory of tools, equipment, and supplies issued to field crews.
- Communicates supply needs and coordinates equipment servicing or replacement.
- Oversees preventive maintenance of field equipment and machinery.
- Supervises field maintenance crews by assigning tasks, monitoring progress, inspecting work, and providing feedback for improvement.
- Coordinates field preparation for practices, games, tournaments, and special events in collaboration with maintenance supervisors and programming staff.
- Safely operates power equipment and machinery, including mowers, drags, blowers, pressure washers, weed eaters, sprayers, and tractors.
- Inspects field equipment and maintenance vehicles prior to daily use.
- Conducts daily field inspections and reports unsafe conditions, hazards, drainage issues, or damage to maintenance supervisors.
- Prepares special reports and provides maintenance and improvement recommendations as needed.
- Recommends equipment, tools, specialty supplies, and materials required for field preparation and maintenance.
- Assists team members and other employees to meet deadlines and maintain schedules.
- Reports damage, injuries, or accidents to maintenance supervisors immediately.
- Works regularly with turf and field management consultants and follows contractor guidance.
- Repairs, schedules, and routinely inspects field irrigation systems throughout the year.
- Communicates with upper management regarding goals, plans, objectives, budgets, and field usage.

Lead Sports Field Technician

- Maintains cooperative working relationships with coworkers, other departments, board members, and the public to deliver positive customer service.
- Promotes and complies with occupational health and safety regulations and safe work practices.
- Assists with special projects, seasonal duties, emergency response, and event setup as required. May include flexible hours over weekend and at night.

Secondary Functions:

- Moves file boxes and other office items for office personnel, as requested.
- Maintains city vehicles, including gas, wash and vacuum.
- Performs other related duties as required.

Job Scope:

- Provides training and leadership to other worker(s).
- Performs duties with little direction given.
- The supervisor assigns work in terms of somewhat general instructions.
- The supervisor spot-checks completed work for compliance with instructions and procedures, accuracy, and the nature and propriety of the final results.
- Guidelines are generally clear and specific, but may require some interpretation in application.

Supervisory Responsibility:

None.

Interpersonal Contacts:

- This position has contact with physicians, dentists, co-workers, bankers, retailers, volunteers, and Senior Center patrons.
- The purpose of contact is to provide services for Senior Center patrons.

Knowledge, Skills, and Abilities:

- Knowledge of athletic field and turf maintenance practices, including soil management, irrigation, drainage, and field safety standards.
- Knowledge of preventive maintenance procedures for tools, equipment, and maintenance vehicles.
- Knowledge of safe operation and maintenance of power equipment and machinery.
- Knowledge of occupational health and safety regulations and safe work practices.
- Knowledge of irrigation systems, troubleshooting techniques, and seasonal maintenance requirements.
- Knowledge of scheduling and coordinating field usage for practices, games, and special events.
- Knowledge of supervisory practices, including task assignment, performance monitoring, and providing feedback.
- Knowledge of basic reporting, recordkeeping, and documentation procedures.
- Knowledge of customer service principles and public-facing communication.
- Skill in operating and maintaining power equipment such as mowers, tractors, sprayers, and related field maintenance machinery.
- Skill in inspecting athletic fields, identifying hazards, and determining appropriate corrective actions.
- Skill in supervising field maintenance crews, assigning work, and monitoring quality and productivity.
- Skill in coordinating multiple tasks and priorities to meet schedules and deadlines.
- Skill in communicating clearly and effectively with supervisors, coworkers, contractors, and the public.
- Skill in maintaining accurate records related to equipment, inventory, and field conditions.
- Skill in preparing reports and making recommendations related to field conditions and maintenance needs.

Lead Sports Field Technician

- Skill in promoting safe work practices and ensuring compliance with safety regulations.
- Ability to work independently and make sound decisions in the field.
- Ability to identify unsafe conditions, equipment issues, and field hazards and take appropriate action.
- Ability to plan, organize, and coordinate field preparation for multiple events.
- Ability to lead and motivate field maintenance staff while maintaining productivity and morale.
- Ability to follow written and verbal instructions from supervisors and contractors.
- Ability to establish and maintain effective working relationships with coworkers, other departments, contractors, and the public.
- Ability to adapt to changing priorities, weather conditions, and emergency situations.
- Ability to perform physical work for extended periods, including lifting, bending, walking, and operating equipment.
- Ability to communicate technical information clearly in both verbal and written formats.

Education and/or Experience:

- High School Diploma or GED.
- Two (2) years of experience working in janitorial/custodian field performing similar tasks to job responsibilities.
- Strong work history of dependability and performance.

Additional Requirements:

- Alabama Driver’s license, ability to obtain a Commercial Driver’s License (CDL) and good driving record required for delivery of cleaning equipment, supplies and transporting patrons.
- Must maintain CDL (Commercial Driver’s License) and a strong driving record for city-insurance purpose and record may be periodically checked by the City.
- Strong background record required, due to accessibility to employee property and Senior citizens.

Job Conditions:

- Job requires slip resistance/steel toe footwear to be worn during work hours.

Physical Capabilities:

- This position’s physical requirements involve medium work exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.
- Work is performed while intermittently sitting, standing, stooping, walking, bending, or crouching.
- The employee occasionally lifts light and heavy objects, climbs ladders, and uses tools or equipment requiring a high degree of dexterity.
- Must be able to drive for long periods of time.
- The employee must distinguish between shades of color.
- Must be able to work around noise, dust, dirt, germs, grease, machinery with moving parts, irritating chemicals, cleaning supplies, occasional cold or inclement weather and unsanitary conditions at times.

Mayor Approval

Date

Department Head Approval

Date

RESOLUTION NO. 2026-070-R

**A RESOLUTION TO APPROVE A MERIT PROGRAM FOR
CITY OF MADISON EMPLOYEES**

WHEREAS, the City of Madison’s City Council recognizes the importance of attracting, retaining, and motivating qualified employees to provide efficient and effective public services; and

WHEREAS, the City desires to recognize and reward exceptional employee performance through a structured merit program designed to promote accountability, performance excellence, and organizational goals; and

WHEREAS, §11-40-22 of the *Code of Alabama (1975)* provides that the Mayor of a municipality may provide cash or non-cash exemplary service awards to employees, upon a supervisor’s recommendation and the City Council’s approval, provided that the value of any such award does not exceed amounts authorized by state law; and

WHEREAS, funds for such a program have been appropriated within the adopted budget or will otherwise lawfully be made available;

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of February 2026, that the proposed Merit Program for Employees, a synopsis of which is attached to this Resolution, be approved and be effective the beginning of the pay period following adoption of this Resolution.

READ, APPROVED, and ADOPTED this ____ day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

MERIT BASED AWARD OPPORTUNITIES

INTRODUCTION

To recognize and reward exceptional contributions, merit awards will be granted based on individual or group performance and meaningful impact in one or more of the following areas: cost savings, operational efficiency, customer service improvement, or exceptional service.

REQUIREMENTS

- Have completed at least 12 months of service in their current position.
- Receive a performance evaluation that is greater than the average of both their department and the overall City workforce.
- Reliable attendance of assigned work schedule.
 - Reliable attendance is defined as a commitment to be present and on time ~95% of the time to maintain productivity and team workflow with minimal, justified absences.
- Create a positive work environment that embodies the Mission: *To provide excellent services through responsible use of public resources, enhancing the quality of life for our community.*
- Be in good standing with no active disciplinary actions.
- Make a documented impact in at least one of the following areas:
 - Cost Savings
 - Operational Efficiency
 - Exceptional Service / Team and Culture Contributions

APPLICATION PROCESS

The application period will open in April. Nominations will be accepted for 2 weeks, with the winners announced in May.

Managers will submit a Recognition Bonus Nomination Form, with the approval of the department head. Human Resources will prepare packages, removing all identifying information for the Committee to review, and ensure eligibility. The Committee will determine the winners and the appropriate awards.

AWARDS

Awards may include plaques, awards, or cash bonuses. All bonus payments are subject to applicable federal, state, and local taxes and withholdings. Bonus amounts may vary based on budget and state law.

Group awards will be split between all members of the winning groups.



NOMINATION FORM

Cost Savings: Recognizes employees who have helped reduce City expenses or improve resource use through innovation or fiscal responsibility.

Employee(s) Information: If nominating a group, please identify each member under employee information, you only need to submit one nomination form for a group award.

| | |
|------------|-------------------|
| Name | Title |
| Department | Length of Service |

Examples: The list below is not an exhaustive list of possible contributions or examples:

- Implementing cost-saving measures in operations or purchasing;
- Streamlining processes to reduce waste or redundancy;
- Extending asset lifecycles or avoiding unnecessary spending;
- Enhancing service delivery for better return on investment;
- Advocating for data-informed, cost-conscious decisions;
- Resource optimization or waste reduction; or
- Changes that result in sustained financial savings.

Required Documentation: Along with the description of the cost-savings, please include data with the estimated cost savings verified by the department head and/or a representative from the Finance Department.

Please use the space below to complete your nomination. Please limit your write up to one page. Additional documentation may be added at the end of your write up. Please submit your final nomination to Kelli Bracci, by COB 4/15/26.

NOMINATION FORM

Operational Efficiencies: Recognizes efforts to make City operations more effective, reliable, and streamlined.

Employee(s) Information: If nominating a group, please identify each member under employee information, you only need to submit one nomination form for a group award.

| | |
|------------|-------------------|
| Name | Title |
| Department | Length of Service |

Examples: The list below is not an exhaustive list of possible contributions or examples:

- Improving or simplifying processes;
- Leveraging tools or technology for efficiency;
- Reducing delays, redundancies, or errors;
- Enhancing cross-departmental collaboration;
- Proactively solving workflow issues;
- Procedural changes that reduce turnaround time; or
- Tools/templates that boost productivity.

Required Documentation: Within the description include the improvement and implementation method. Include verification from the supervisor or process owner and any metrics you may have to show time or resource gains.

Please use the space below to complete your nomination. Please limit your write up to one page. Additional documentation may be added at the end of your write up. Please submit your final nomination to Kelli Bracci, by COB 4/15/26.

NOMINATION FORM

Exceptional Service / Team & Culture Contributions: Recognizes employees whose long-term service has strengthened team culture and exemplified dedication and excellence.

Employee(s) Information: If nominating a group, please identify each member under employee information, you only need to submit one nomination form for a group award.

Name

Title

Department

Length of Service

Examples: The list below is not an exhaustive list of possible contributions or examples:

- Consistently displays high performance and professional standards;
- Creates positive, lasting impact on the team, department, or public;
- Demonstrates leadership, professional service, and a positive attitude;
- Displays reliable, ethical, and service-focused behavior,
- Provides mentorship, collaboration, or morale-building efforts;
- Goes above and beyond the requirements of the job;
- Displays a helpful, cooperative and positive attitude towards others;
- Uses effective listening skills to identify problems and find solutions;
- Willing to learn and take on new responsibilities; or
- Is conscientious, honest, and hard-working.

Required Documentation: Nomination should include a clear description of the contribution or impact, to include any testimonials or supporting feedback. The ideal candidate maintains a professional demeanor, displays integrity in all aspects of their job, has exceptional attendance records, and is able to serve as a role-model to others.

Please use the space below to complete your nomination. Please limit your write up to one page. Any additional documentation may be added. Please submit your final nomination to Kelli Bracci, by COB 4/15/26.

RESOLUTION NO. 2026-073-R

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of February 2026, that the following changes be made to the Class Plans, to be effective the beginning of the pay period following adoption of the resolution:

New Position, General Classification Plan:

- Senior Accounting Assistant – Pay Grade 108

READ, APPROVED, and ADOPTED this ____ day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Senior Accounting Assistant

Department: Police

FLSA Status: Non-Exempt

Pay Grade: 108

New Position Position Change Effective Date 2/23/2026

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

General Position Summary:

This is a full-time civilian position within the Administrative Division of the Police Department. Work involves accounting duties and maintaining the integrity of the Police Department budget, payroll, grant management and purchasing. The Senior Accounting Assistant supervises daily duties of department accounting personnel and reports directly to the Assistant Chief of Police. Incumbent coordinates work with the Accounting Assistant, providing insight, guidance, and training as needed. Must be willing to work extended hours, holidays, weekends, at times with little or no notice.

Essential Functions/Major Responsibilities:

- Develops and maintains detailed Procedures Manuals of most job processes.
- Backs up Accounting Assistants and cross trains to stay familiar with all procedures.
- Responds to phone calls and other related communications.
- Completes project and research work assigned by management.
- Oversees grant management.
- Reviews, creates, and manages purchase orders in accordance with organizational policies.
- Ensures purchases align with approved budgets and funding sources.
- Maintains vendor records and supports procurement compliance.
- Analyzes expenditures and identify cost trends and variances.

Budgeting & Forecasting:

- Assists in the development of annual operating and grant budgets.
- Prepares budget forecasts and cash flow projections.
- Monitors budget performance and prepare variance analyses.
- Provides financial insights and recommendations for management.
- Supports long-term financial planning initiatives.

Financial Reporting & Oversight:

- Prepares complex journal entries and account reconciliations.
- Assists with month-end and year-end close processes.
- Supports internal and external audits related to purchasing and budgeting.

- Develops and maintains financial reports for leadership review.

Leadership & Coordination:

- Serves as a resource and mentor to accounting staff.
- Coordinates financial information across departments.
- Recommends process improvements to enhance efficiency and internal controls

Budgeting and Purchasing Duties:

- Oversees purchase requests, quotes, and purchase requisitions, monitors and balances department budget, processes payment requests to vendors.
- Assists with departmental budget preparation by compiling figures from Command staff.
- Justifies budget requests in writing and prepare drafts of the Department budget.
- Compiles and prepares the annual and mid-term budget requests.
- Oversees the distribution and accounting of employee procurement cards.
- Maintains receipt log, delivers money to City Clerk's Office.
- Administers the Capital Outlay Account.
- Monitors department ledger to keep in balance with Finance's monthly expenditure ledger for accuracy and report any discrepancies to Finance Department.
- Oversees records for Grants, Federal and State Forfeitures.

Secondary Functions:

- Works with vendors and sales personnel.
- Oversees and controls the software involving the department's door security system.
- Oversees and processes all MPD credit card expenditures.
- Prepares department bid specifications for department bid items and attends related meetings.
- Works with City Clerk for the sale of approved items, via public action.
- Fills in for other positions when needed.
- Performs other related duties as required.

Job Scope:

- Provides guidance and oversight to department accounting staff, oversees the Police Department in accounts payable, accounts receivable, data entry/record keeping, payroll, financial, and administrative support. Incumbent will not be responsible for evaluations, discipline, or other supervisory responsibilities.

Supervisory Responsibility:

None

Interpersonal Contacts:

- This position has contacts with co-workers, other city personnel, vendors, sales representatives, arrestees and their family members, bail bond agents, court personnel, and members of the general public.

Senior Accounting Assistant

- The purpose of these contacts is to give or exchange information, resolve problems, and provide services.

Knowledge, Skills, and Abilities:

- Knowledge of City's purchasing procedures preferred.
- Knowledge and skills with Microsoft Word and Excel programs.
- Skill in mathematical computation.
- Ability to work independently without close supervision.
- Ability to communicate effectively, providing guidance, and interpreting policy while staying within the guidelines of the department and City.
- Ability to operate general equipment needed for accounting and budget preparation.
- Ability to consistently demonstrate a high level of judgment and discretion required for maintaining confidential and sensitive information.
- Ability to read and follow written or verbal instructions.
- Ability to accurately and efficiently process a high volume of paperwork.
- Ability to quickly learn and efficiently use Accounting and Payroll systems.
- Ability to work well with others on various tasks.

Education and/or Experience:

- High School diploma or equivalent required, with some college level courses in Accounting preferred.
- Five (5) years of experience in accounting procedures.
- Experience with Accounting and Payroll Systems (New World Systems, Municipal Management Software, or Deputy preferred) or ability to learn software systems quickly.

Additional Requirements:

- Good attendance, dependability and performance record.
- Strong background record required, due to accessibility to City property and information.

Job Conditions:

- Must be of good moral character, honest, trustworthy and above reproach.
- Must be flexible to assist other areas in the department.
- Flexibility to work additional hours when needed.

Physical Capabilities:

- This position's physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Work is performed while sitting at a desk or table or while intermittently sitting, standing, or stooping.
- The employee frequently lifts light and occasionally heavy objects.
- Work is performed in a noisy environment.
- Ability to travel occasionally includes overnight travel for schools or other department related functions.

Senior Accounting Assistant

- Ability to work on a computer for extended periods of time.

Mayor Approval

Date

Department Head Approval

Date

ORDINANCE NO. 2026-077

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

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Policy 3: Service Categories and Employment Status, on March 10, 2025, by Ordinance No. 2025-065; and

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

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

Section 1. That the following proposed revisions are hereby adopted and that the current Policy Section 3 will be replaced to incorporate the proposed revised policy changes summarized as follows and attached in full to this Ordinance:

- Adds Director of Operations and Communications to the Unclassified Service Employee position list as a new Department Head position.
- Updates Mayor’s Aide listing in the Unclassified Service Employee positions.

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

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

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

READ, PASSED, and ADOPTED this ____ day of _____ 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of _____ 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

SECTION 3 – SERVICE CATEGORIES AND PROBATIONARY PERIOD

| Section | Topic and Subsections | Subtopic | Pages |
|----------------|------------------------------|---|---|
| 3.1 | Service Categories | <ul style="list-style-type: none"> <input type="checkbox"/> Regular Employees <input type="checkbox"/> Probationary <input type="checkbox"/> Temporary Employees <input type="checkbox"/> Temporary Transfer Provisions <input type="checkbox"/> Unclassified Service Employees <input type="checkbox"/> Unclassified Officials <input type="checkbox"/> Classified Service Employees | <p>2 – 5</p> <p>2</p> <p>2</p> <p>2 - 3</p> <p>4</p> <p>4 - 5</p> <p>5</p> <p>5 - 6</p> |
| 3.2 | Probationary Period | | 6 |

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

3.1 SERVICE CATEGORIES

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

**Regular,
Full Time.**

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

**Regular,
Part-Time.**

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

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

Probationary.

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

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

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

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

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

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

time position.

**Temporary
Full-Time.**

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

**Temporary
Part-time.**

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

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

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

**Temporary
Transfer
Provisions.**

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

**Unclassified
Service Employee.**

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

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

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

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

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

Unclassified

Officials.

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

Classified Service.

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

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

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

- Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly scheduled to work (up to 8 hours) unless the employee is scheduled to

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

work at least the same number of hours that they normally work during the

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

Date Issued: April 10, 2002

Last Revision: March 10, 2025

holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.

- Regular part-time employees must participate in the Alabama state employee retirement system (effective January 5, 2004).

3.2 PROBATIONARY PERIOD

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

Duration of Probation Period.

Each new employee hired to fill an authorized regular position (with the exception of Aide to Mayor and Aide to Council) shall be required to complete a probationary period for observing the employee's ability to perform the various duties of the position. The probationary period for new employees shall begin immediately upon hire and continue for up to one (1) year. This probationary period may or may not be extended at the City's discretion due to significant unforeseen and "approved" absences with required documentation. Any concerns requiring an extension of the probationary period shall be documented prior to the employee's one (1) year anniversary. A probationary employee may be reprimanded, suspended, reduced in pay or class, or terminated at any time during the probationary period with no right of review for such action.

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

RESOLUTION NO. 2026-085-R

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

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this 23rd day of February 2026, that the following changes be made to the Classification Plans, to be effective the beginning of the pay period following adoption of the resolution:

Position Change, General Classification Plan:

- Director of Operations & Communications – Ungraded - Mayor’s Office

READ, APPROVED, and ADOPTED this 23rd day of February 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison

Job Description



Title: Director of Operations and Communications

Department: Mayor's Office

FLSA Status: Exempt

Pay Grade: Ungraded

New Position Position Change Effective Date 2/23/2026

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

General Position Summary:

Incumbent is responsible for providing high-level strategic and operational leadership across city functions, ensuring alignment with the Mayor's vision, policy priorities, and initiatives. Must demonstrate strong leadership, political acumen, and the ability to manage complex projects and relationships while maintaining a results-oriented focus in a fast-paced, high-profile environment.

Essential Functions/Major Responsibilities:

- Leads and manages the Communications staff, ensuring consistent and effective messaging across all platforms, including weekly newsletter, social media channels, press releases, and all other internal and external communications.
- Serves as the City's Public Information Officer (PIO), acting as the primary spokesperson and point of contact for media and public communications.
- Directs and oversees grant management activities, including identification, application, compliance, and reporting.
- Coordinates with department heads on all contracts to ensure compatibility with City policy and equipment, reduce redundancies, and ensure proper communication between all affected stakeholders.
- Oversees External Affairs, strengthening relationships with community stakeholders, organizations, and partner agencies. Activities include Civic Awareness Academy and special events.
- Supervises the legislative liaison function at both the state and federal levels, ensuring the City's interests are represented and advanced.
- Leverages market data and analysis to guide strategic decision making and enhance City Operations.
- Liaison to outside organizations that provide services to Madison residents (waste management, recycling, telecommunications, utilities, etc.)
- Coordinates closely with department heads on policy development, implementation, and project management, ensuring effective execution and communication of cross-departmental priorities.

Secondary Functions:

- Coordinates with the Department Heads on quality-of-life initiatives.
- Trains and mentors employees
- Performs other related duties as required.

Job Scope:

- Minimal day-to-day directions are provided.
- Management of compliance with federal, state and local law and city-wide policies, and acceptable standards in the field.
- Identify opportunities for the City to grow or develop in a sustainable manner.
- Manage long range operational and strategic planning.

Supervisory Responsibility:

Responsible for management and performance of all personnel in the Mayor's office.

Interpersonal Contacts:

Interfaces with department heads, members of civic organizations, the public and with members of the press, and vendors.

Knowledge, Skills, and Abilities:

- Knowledge of principles and practices of strategic communications, media relations, and public information management, including digital platforms and emerging technologies.
- Knowledge of grant research, application processes, compliance requirements, and financial reporting standards.
- Knowledge of community relations, stakeholder engagement, and external affairs strategies to foster strong partnerships.
- Knowledge of parks and recreation operations, public health considerations, and quality-of-life programming.
- Knowledge of legislative processes at the state and federal levels, including advocacy strategies and policy development.
- Knowledge of market research methods, data analysis, and performance measurement.
- Knowledge of public administration, organizational management, and interdepartmental coordination.
- Skill in leading and supervising communications staff to produce consistent, professional, and impactful messaging across multiple channels.
- Skill in developing competitive grant proposals and managing funded projects to ensure alignment with City priorities and regulatory guidelines.
- Skill in planning, coordinating, and executing public programs, events, and initiatives.
- Skill in monitoring, analyzing, and responding to legislation that impacts municipal operations.
- Skill in applying research findings to support evidence-based decision-making and program development.
- Skill in leading cross-functional teams, managing complex projects, and ensuring timely implementation of initiatives.

Director of Operations and Communications

- Ability to serve as an effective spokesperson, representing the City with professionalism and credibility in media and public forums.
- Ability to track and evaluate grant opportunities to maximize external funding for City initiatives.
- Ability to build and maintain positive relationships with business leaders, civic organizations, and community groups.
- Ability to collaborate effectively with City employees, advocates, constituents, and stakeholders.
- Ability to work with elected officials and lobbyists to advance the City's legislative agenda.
- Ability to interpret and communicate data insights to inform City policy and operational priorities.
- Ability to develop, interpret, and implement policy with a focus on accountability, efficiency, and measurable results.

Education and/or Experience:

- Bachelor's degree in related field is required.
- Seven (7) years of experience in senior leadership.

Additional Requirements:

- Must maintain a good driving record for city insurance purposes and record may be periodically checked by the city.
- Strong background record required, due to accessibility to city records and frequent interaction with public.

Job Conditions:

- Work in normal office conditions.
- Job requires flexible hours in order to assist the Mayor and his/her schedule, may require additional work hours (with little or no notice).
- Frequent interruptions, some evening meetings, and limited travel are to be expected.
- Occasional outdoor work may be required.

Physical Capabilities:

- This position's physical requirements involve light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects.
- Must be able to see well enough to read written correspondence and other written reference material.
- Work on computer for extended periods of time.
- Must be able to hear well enough to answer the telephone.
- Must be able to speak clearly to public groups and individuals.

Director of Operations and Communications

- Must be able to drive vehicle to assist with city errands
- Must possess valid driver's license.

Mayor Approval

Date

Department Head Approval

Date

RESOLUTION NO. 2026-088-R

A RESOLUTION AUTHORIZING PURCHASE OF 2026 CHEVROLET SILVERADO CREW CAB 2WD FROM MCSWEENEY AUTO GROUP CLANTON, LLC, THROUGH THE STATE BID LIST

WHEREAS, the State of Alabama has awarded State Bid Contract No. MA240000004917 for the purchase of Chevrolet fleet vehicles by state agencies and political subdivisions effective August 26, 2024, through August 25, 2026; and

WHEREAS, the Information Technology Department has requested the purchase one (1) 2026 Chevrolet Silverado 1500 Crew Cab 2WD from McSweeney Auto Group Clanton, LLC, to which the State of Alabama has awarded a contract for Chevrolet fleet vehicles; and

WHEREAS, the Information Technology Department has verified that McSweeney Auto Group Clanton, LLC, is an authorized dealer for said equipment and holds a valid Alabama business license;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Purchasing Agent is hereby authorized to purchase one (1) 2026 Chevrolet Silverado 1500 Crew Cab 2WD from McSweeney Auto Group Clanton, LLC, via contract number MA240000004917, in accordance with the quote dated January 28, 2026, and in accordance with all applicable City policies and regulations.

READ, APPROVED, AND ADOPTED this 23rd day of February, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama



McSweeney Auto Group
205-287-2464 | fleet@mcsweeneyauto.com

Vehicle: [Fleet] 2026 Chevrolet Silverado 1500 (CC10543) 2WD Crew Cab 147" Work Truck (Complete)

Price Summary

PRICE SUMMARY



VIN #:

Bill To:

City of Madison

Year: 2026

Trim Level: WT

Description: Chevrolet Silverado Crew Cab 2WD

Bid: MA240000004917

2026 Chevrolet Silverado Crew Cab 2WD

| Description | Invoice | |
|----------------------------------|---------|------------------|
| Base Price (AL State Bid) | \$ | 37,458.75 |
| Package Upgrade | \$ | - |
| Diesel Engine Upgrade | \$ | - |
| Factory Options | \$ | 2,948.40 |
| Subtotal | \$ | 40,407.15 |
| Upfit | \$ | - |
| Title | \$ | - |
| Delivery (\$2/mile) | \$ | - |
| Total Sales Price | \$ | 40,407.15 |

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Data Version: 27609. Data Updated: Jan 27, 2026 7:23:00 PM PST.

ORDINANCE NO. 2026-082**AN ORDINANCE 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 a regular meeting of the City Council on February 23, 2026, 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 February 11, 2026. 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-Treasurer 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 _____, 2026.

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

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this ____ day of _____, 2026.

*Ranae Bartlett, Mayor
City of Madison, Alabama*

AMENDED AND RESTATED
VENUE LICENSE, LEASE, AND MANAGEMENT AGREEMENT

By and Between
BALLCORPS, LLC
and
CITY OF MADISON, ALABAMA

_____, 2026

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 _____, 2026, 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 borrow money

and/or 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 currently provided in Section 10-230 of the City Code of the City of Madison, as well as any amendments or replacements thereof.

D. “Applicable Sales Tax Proceeds” shall mean and include all City Sales Tax Proceeds and all Liquor Tax Proceeds remitted by BallCorps, BallCorps Food and Beverage and their related entities, less and except proceeds dedicated to public school purposes. City Sales Tax Proceeds are 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. “City Maintenance Obligations” shall have the meaning set forth in Article IV(C)(2).

S. “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.

3. The privilege license fee levied and assessed for the privilege of doing business in the City in Chapter 10, Article I of the *Code of Ordinances, City of Madison, Alabama*.

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

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

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

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

X. “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.

Y. “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.

Z. “Liquor Tax” shall mean all taxes collected and remitted by BallCorps, BallCorps Food and Beverage, and their related entities pursuant to Chapter 4, Article IV of the Madison City Code entitled “Liquor Excise Tax.”

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 taxes that may be levied in lieu of, in substitution for, or in continuation of, said privilege license 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 and the City dated February 13, 2018 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, landscaped, 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. “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.

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

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

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

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

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

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

SS. “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.

TT. “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).

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

VV. “Venue Equipment” shall have the meaning set forth in Exhibit I(D)(D) hereof.

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

XX. “Venue Improvement Agreement” shall mean the agreement attached hereto as Exhibit I(D).

YY. “Venue Improvement Budget” shall have the meaning set forth in Section 4.01 of Exhibit I(D).

ZZ. “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, BallCorps Food and Beverage, and their related entities toward BallCorps' 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 ZZ(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 the Effective Date, 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 Section ZZ(1)(a) above shall be established based on the City’s actual construction costs for any capital projects (excluding capital projects that are already the City’s obligation under this Agreement), including change orders upon which the parties agree in writing, and any associated loan or annual bond payment schedules for the improvements as they are established in the contractor agreements and loan documents.

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

BBB. “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. In accordance with Article IV(C) 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, modification or 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.

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

5. Parking Revenue. Any parking revenue from Venue Events in all Parking Areas described on Exhibit II(VV) shall be collected and 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.

1. 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. However, from the Effective Date of this Amended Agreement until January 2028, the City will not be obligated to make said deposit.

2. 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 2026, 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 Areas described on Exhibit II(VV) during Venue Events, but City may allow public parking when Venue Events are not occurring. BallCorps acknowledges and agrees that Existing Paved Parking Area B described in Exhibit II(VV) is complete once landscaping has been completed. BallCorps further acknowledges and agrees that upon the completion 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. Parking shall be developed in accordance with the City’s Urban Center District zoning regulations, which require high quality site and architectural design, and in accordance with the Venue Improvement Agreement in Exhibit I(D). 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 at least seventy five (75) BallCorps Non-Baseball Events each calendar 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. BallCorps shall provide a list of Non-Baseball Events held in the immediately preceding year to the City by March 31 each year as a part of the annual documentation of Venue License Fees referenced in Article IV(A).

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.

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 foregoing, 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 and Venue Events 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 and/or Venue Events 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). Tickets for Venue Events promoted or produced by third parties, or where such tickets are not available to BallCorps at no cost (e.g., concerts), must be purchased by the City if the City elects to do so.

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 in Exhibit I(D)(D) shall be mutually agreed upon.

**ARTICLE XVI
COVENANTS**

A. BallCorps’ Covenants.

1. Taxes and Encumbrances. BallCorps shall pay promptly when due any taxes due to the City that are the responsibility of BallCorps to collect and/or pay. To the extent any work is done at the request of and for the sole benefit of BallCorps and for which a supplier or contractor has lien rights arising from nonpayment, BallCorps further covenants that it will not permit any mechanics liens or similar encumbrance to exist against the Venue or any property therein and shall, within thirty (30) days of any such lien or encumbrance being asserted against the Venue or any property therein as a result of action or inaction by BallCorps,

either cause the same to be released of record, or obtain title or other insurance coverage satisfactory to the City over such lien and proceed diligently to contest the same in good faith.

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

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

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

finances, penalties, costs, fees or damages related to or arising out of City’s intentional or willful failure or 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 Dollars (\$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 the City's insurance proceeds paid after such destruction. 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 Article 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 fails 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 governed in accordance with the laws of the State of Alabama.

B. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Alabama and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

C. Entire Agreement. This Agreement, together with its Exhibits and the Management Agreement, all of even date herewith, constitutes the final, complete and exclusive written expression of the intent of the Parties with respect to the subject matter hereof which will supersede all previous verbal and written communications, representations, agreements, promises or statements.

D. Authority. BallCorps and the City, respectively, each represent that it has the authority to be bound by the terms of this Agreement. Once executed by both Parties, this Agreement will constitute a valid and binding agreement, enforceable in accordance with its terms.

E. Costs and Attorney Fees. The Parties hereto agree to pay all expenses incurred by the other in enforcing the provisions of this Agreement, including but not limited to attorney fees, costs and expenses. The Party prevailing in any litigation arising out of any dispute concerning this Agreement shall be entitled to recover all expenses incurred, including without limitation, reasonable attorney fees and related costs and expenses.

F. Mutual Dependency and Severability. All rights and duties contained in this Agreement are mutually dependent on and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and if such holding does not affect the ability of BallCorps to perform and have access to the Venue for all of its intended business operations as contemplated herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

G. Notices and Addresses. All notices required to be given under this Agreement shall be given by (1) certified mail priority mail with proof of delivery, (2) electronic mail, or (3) sent via facsimile followed on the same day by recognized overnight courier, in all cases addressed to the proper Party to the following addresses, or at such other address as may be subsequently given in writing pursuant to this Section, and shall be deemed given on the day received:

IF TO BALLCORPS: BallCorps, LLC
Attn: Mark Holland
c/o Austerra Wealth Management LLC
5910 N. Central Expy., Suite 1875
Dallas, TX 75206
Telephone: (214) 810-0250
Email: mark@austerra.com

With a copy to: Faegre Drinker Biddle & Reath LLP
Attn: Timothy J. Haffner
110 W. Berry Street, Suite 2400
Fort Wayne, IN 46802
Telephone: 260-460-1616
Email: timothy.haffner@faegredrinker.com

IF TO THE CITY: City of Madison
Attn: Office of the Mayor
100 Hughes Rd.
Madison, AL 35758
Telephone: 256-772-5603
Email: mayors.office@madisonal.gov

With a copy to: City Attorney’s Office
Attn: Office of City Attorney
100 Hughes Rd.
Madison, AL 35758
Telephone: 256-772-5603
Email: Megan.Zingarelli@madisonal.gov

H. Amendment, Modification, or Alteration. No amendment, modification or alteration of the Terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon and duly executed by the Parties herein.

I. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either Party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law, statute, ordinance or otherwise.

J. Time of the Essence. Time is of the essence for this Agreement.

K. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and delivered by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

L. Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

M. Valid Limited Liability Company. BallCorps represents that as of the date of the execution of this Agreement BallCorps, LLC is organized and in good standing under the laws of the State of Arizona and authorized to do business in the State of Alabama, that it is duly authorized to enter into this Agreement and has taken all requisite corporate action to obtain such authorization and that no consent of or notice to any other individual, private or public entity or governmental authority is required in connection with the execution, delivery and performance of this Agreement. BallCorps will file all necessary paperwork and fees with the Alabama Secretary of State on an annual basis in order to maintain such compliance and will provide the City annually with a certificate of good standing from the Alabama Secretary of State.

N. Prohibition Against Food and Beverage Being Brought Into the Venue. BallCorps may request the City to post signs in appropriate locations in the Venue which shall prohibit patrons from bringing any food, beverages, beverage containers or alcoholic beverages into the Venue.

O. Status of Parties. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to be creating a partnership or joint venture between BallCorps and the City with respect to BallCorps' activities conducted in the Venue or the Venue Areas pursuant to the terms of this Agreement.

P. Waiver. The waiver by either BallCorps or the City of any default or breach by the other Party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other Party of the same or another provision of this Agreement.

Q. Waste or Nuisance. BallCorps shall not commit or permit any waste on or about the Venue or the Venue Area during the Term of this Agreement nor shall it maintain, commit or permit the maintenance or commission of any nuisance on or about the Venue or use the Venue for any unlawful purposes.

R. Binding Effect/Benefit. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective affiliates, successors and assigns.

S. References to the City. All references to the City in this Agreement shall be deemed to also be references to such officers, elected officials, or employees or other designees of the City as may be appropriate to implement the terms of this Agreement.

T. Exhibits; Attachments. All exhibits or attachments attached to this Agreement are incorporated into and are a part of said Agreement as if fully set out herein. The Parties acknowledge that certain exhibits are subject to further approvals and that the signatories to this Agreement are authorized to approve updates to Exhibits as they are finalized, provided that any amended Exhibit does not (i) increase the financial liability of either party, or (ii) materially alter the rights or obligations of either party, in which case, the amended Exhibit would have to be approved by the City Council and BallCorps.

U. BallCorps' Property Loss and Damage. Nothing herein shall be construed to create a bailment relationship between the City and BallCorps or the Club concerning any property brought on the premises of the Venue by BallCorps or the Club unless such property is delivered into the possession of the City.

V. Employee Status. It is understood and agreed that no agent, servant or employee of BallCorps or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances deemed an agent, servant or employee of BallCorps.

W. Cooperation. The City and BallCorps agree to work together in good faith to assure a consistent and effective design throughout the Project and to coordinate construction and project management.

X. Fast Tracking. The City will assist, as appropriate, in "fast-tracking" permitting any clearances to assist in the timely completion of each phase of the Project.

Y. Permits. The City will work cooperatively with BallCorps to obtain such building permits, noise and light ordinance permits and/or clearances as necessary to alter street and traffic flow as per the City's master plan and in obtaining such other permits and clearances as may be required in order to complete the project as contemplated hereunder.

Z. No Tax. The City will not impose a ticket/admission/amusement tax applicable to BallCorps Home Baseball Games during the term hereunder unless 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 NFLB 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 Venue License Fees 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 Article II(ZZ)(1)(a) and IV(E), the parties acknowledge that they may agree to construct other future capital improvement projects (excluding capital maintenance which is already the responsibility of the City hereunder) 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 Article IV(E). The parties intend in good faith to utilize the same funding formula and methodology set forth in Article II, Section ZZ, 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 XXV(B) 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 XXV(B) 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 XXV(B) 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 XXV(B), 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 XXV(B) (other than for fraudulent acts or willful misconduct with respect to this Section XXV(B) 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 _____, 2026.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

THE CITY OF MADISON, ALABAMA,
an Alabama municipal corporation

DATE: _____

BY: _____
Ranae Bartlett, 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 Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such 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 _____, 2026.

[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 |

EXHIBIT I(C)(1)

Conceptual Plan of Parking Improvements



EXHIBIT I(D)

Venue Improvement Agreement

[ATTACHED TO AND INCORPORATED INTO THIS AGREEMENT]

EXHIBIT II(BB)**Management Agreement**

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

EXHIBIT II(OO)

Site

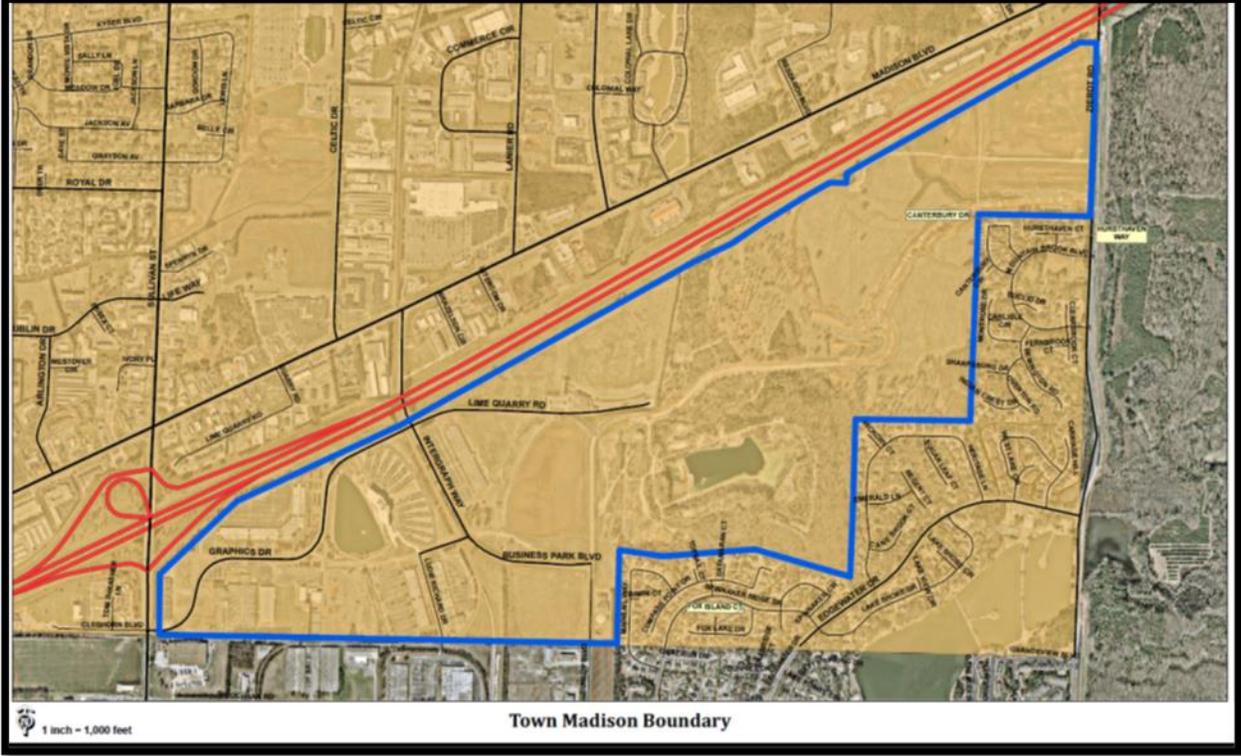


EXHIBIT II(UU)

Venue

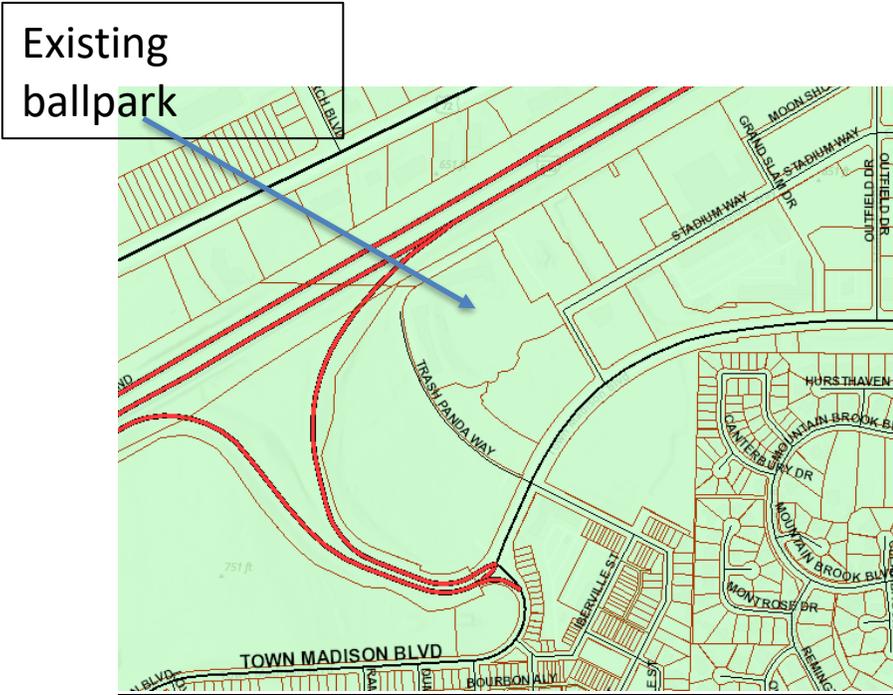
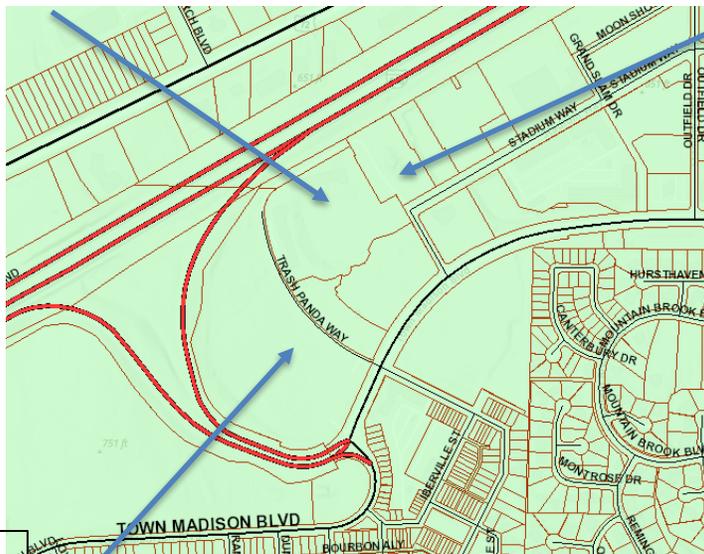


EXHIBIT II(VV)

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 _____, 2026, 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: _____
Ranae Bartlett, 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 visitors' 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.

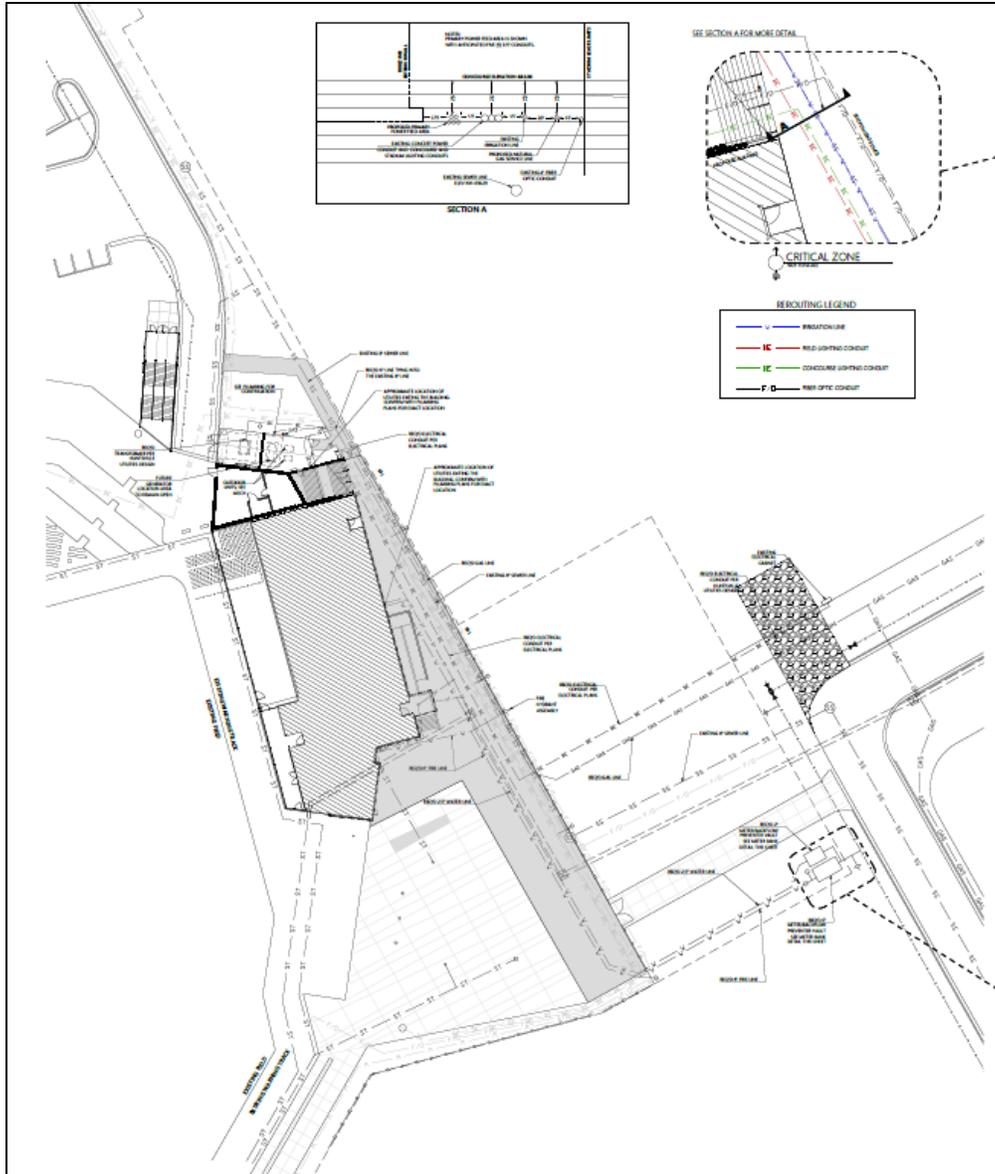


Exhibit A, Page 2

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 RECORDED 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. | Completed as of Agreement date. |
| November 10, 2025 | Commencement of construction at the site. | Construction in progress as of Agreement date. |
| 2026 | | |
| April 1-May 1, 2026 | Substantial Completion of Visitor Locker Room and Clubhouse | |
| October 1, 2026 | Completion of parking lot paving and improvements. | |

EXHIBIT D**VENUE IMPROVEMENTS EQUIPMENT**

- Furniture
 - Desks
 - Dining and folding chairs
 - Dining and meeting tables
 - Tables
 - Desk chairs
 - Conference table
 - Conference chairs
 - Office chairs
 - Lockers
- Locker Room Equipment
 - Microwaves
 - Dishwashers
 - Refrigerators
 - Refrigerated Merchandisers
 - Sinks
 - Shelving, cabinetry, racks
 - 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. 2026-083

**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 (“City Council”) adopted Ordinance No. 2017-277, which raised the City’s lodging tax to 9%, plus \$2.00 per room per night and 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 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 2026-082 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 also 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 2026-082. 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 2026-082. 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 2026-082.
 - 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 2026-082.

- 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 _____, 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

ORDINANCE NO. 2026-059

**AN ORDINANCE FOR THE VACATION OF UTILITY & DRAINAGE EASEMENT
LOCATED WITHIN 52 GREEN CREEK ROAD, LOT 149 OF GREENBRIER WOODS
PHASE II 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 **Eria L. Kincaid & Javis R. Kincaid** for the vacation of a portion of utility & drainage easement located within Lot 149 of Greenbrier Woods Phase II Subdivision and further described as follows:

ALL THAT PART OF LOT 149, ACCORDING TO THE RECORD PLAT OF GREENBRIER WOODS PHASE II AS RECORDED IN PLAT BOOK H, PAGE 340 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 149; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 149, NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 15.01 FEET; THENCE LEAVING SAID BOUNDARY LINE, SOUTH 88 DEGREES 15 MINUTES 33 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 89.53 FEET TO THE SOUTH BOUNDARY OF AN EXISTING 5 FOOT EASEMENT; THENCE ALONG SAID EASEMENT, SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST 89.67 FEET TO THE NORTH BOUNDARY OF AN EXISTING EASEMENT; THENCE ALONG SAID EASEMENT, NORTH 88 DEGREES 15 MINUTES 33 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 448 SQUARE FEET, MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

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

READ, PASSED, AND ADOPTED this ____ day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, 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 |
| | § | (VACATION OF EASEMENT) |
| 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 public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Eria L. Kincaid & Jarvis R. Kincaid**, a married couple (hereinafter referred to as “Grantees”) any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement situated in Madison, Limestone County, Alabama, to-wit:

ALL THAT PART OF LOT 149, ACCORDING TO THE RECORD PLAT OF GREENBRIER WOODS PHASE II AS RECORDED IN PLAT BOOK H, PAGE 340 IN THE OFFICE OF THE JUDGE OF PROBATE, LIMESTONE COUNTY, ALABAMA. PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 149; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 149, NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 15.01 FEET; THENCE LEAVING SAID BOUNDARY LINE, SOUTH 88 DEGREES 15 MINUTES 33 SECONDS EAST 5.00 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH 00 DEGREES 05 MINUTES 10 SECONDS EAST 89.53 FEET TO THE SOUTH BOUNDARY OF AN EXISTING 5 FOOT EASEMENT; THENCE ALONG SAID EASEMENT, SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST 5.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST 89.67 FEET TO THE NORTH BOUNDARY OF AN EXISTING EASEMENT; THENCE ALONG SAID EASEMENT, NORTH 88 DEGREES 15 MINUTES 33 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 448 SQUARE FEET, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of March, 2026.

*Quitclaim Deed
52 Green Creek Road VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

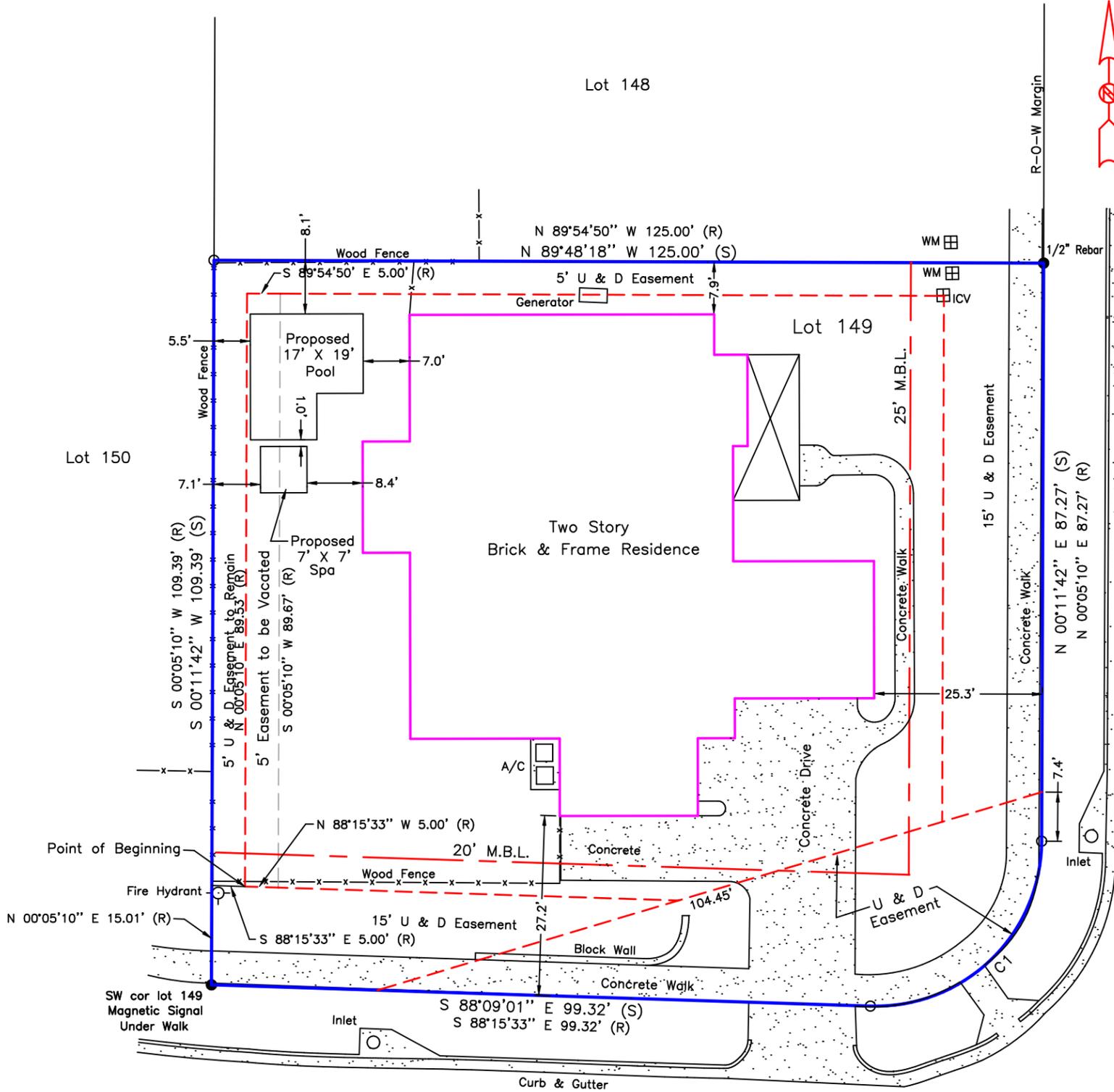
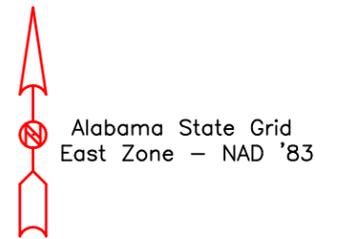
STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of March 2026.

Notary Public

Lot 148



GREEN CREEK ROAD

46' R-O-W

AUTUMN ASHE ROAD
46' R-O-W

| Curve Data (S) | | | | | |
|----------------|-----------|--------|-------|---------------|------------|
| Number | Delta | Radius | Arc | Chord Bearing | Chord Dist |
| C1 | 91°38'51" | 25.00 | 39.99 | N 46°01'20" E | 35.86 |

STATE OF ALABAMA
COUNTY OF LIMESTONE)

I, JAMES L. McELROY, JR., A REGISTERED LAND SURVEYOR WITH THE FIRM OF McELROY LAND SURVEYING COMPANY, INC., HEREBY STATE TO **ERIA & JAVIS KINCAID**, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF LOT **149**, BLOCK **---**, ACCORDING TO THE MAP OF SURVEY OF **GREENBRIAR WOODS PHASE II**, AS RECORDED IN PLAT BOOK **H**, PAGE **340**, IN THE OFFICE OF THE JUDGE OF PROBATE OF LIMESTONE COUNTY, ALABAMA; THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA; THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS ON ADJOINING PROPERTY; THAT THERE ARE NO RIGHTS OF WAY, EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREFORE, INCLUDING POLES, ANCHORS AND GUY WIRES, ON OR OVER SAID PREMISES EXCEPT AS SHOWN. THAT SAID LOT LIES **WITHIN** THE CORPORATE LIMITS OF **THE CITY OF MADISON**; THAT THE ADDRESS AS BASED ON RELIABLE INFORMATION AND SOURCES AVAILABLE TO THE UNDERSIGNED IS **52 GREEN CREEK ROAD, MADISON, AL 35756**.

ACCORDING TO THIS SURVEY, UNDER MY DIRECT SUPERVISION, THIS THE **8TH** DAY OF **JANUARY**, 2026.

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

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

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

As-Built Survey & Pool Plan
LOT 149
GREENBRIAR WOODS PHASE II
 PLAT BOOK H, PAGE 340

MADISON --- LIMESTONE COUNTY --- ALABAMA

NOTES:
 1. NORTH IS REFERENCED TO ALABAMA STATE GRID, EAST ZONE, NAD '83.
 2. WHEN APPLICABLE, ONLY SURFACE INDICATIONS OF STORM AND SANITARY SEWER STRUCTURES AND OTHER UTILITIES HAVE BEEN SHOWN ON THIS SURVEY. THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE SUB-SURFACE STRUCTURES OR EAVE OVERHANGS, EXCEPT AS SHOWN.
 3. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THE FIRM OF McELROY LAND SURVEYING COMPANY, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.



| | |
|-------------------------------------|-----------------------|
| NOT VALID UNLESS STAMPED IN RED INK | |
| AS-BUILT SURVEY & POOL PLAN FOR: | DRAWN BY: J.L.M. |
| ERIA & JAVIS KINCAID | APPROVED BY: J.L.M. |
| SCALE: 1" = 20' | REVISED: 01/29/26 |
| DATE: 01/08/26 | DRAWING NUMBER: 26-03 |
| FIELD WORK COMPLETED: 01/07/26 | |

ORDINANCE NO. 2026-075

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 480 PRODUCTION AVENUE, LOT 1 OF PUTMAN'S INDUSTRIAL
PARK, 4TH 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 **Mesa Properties Alabama, LLC**, for the vacation of a portion of a utility & drainage easement located within Lot 1 of Putman's Industrial Park Subdivision Phase 4 and further described as follows:

ALL THAT PART OF LOT 1 OF THE CERTIFIED PLAT OF PUTMANS INDUSTRIAL PARK, 4TH ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 20161215000714740, WITH THE BEARINGS AND COORDINATES DESCRIBED HEREIN BEING BASED ON THE ALABAMA STATE PLANE GRID SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A SOUTHEASTERLY CORNER OF SAID LOT 1 (NORTHING: 1,519,477.64, EASTING: 371,532.16), LOCATED ON THE NORTHERLY RIGHT OF WAY MARGIN OF PRODUCTION AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG SAID MARGIN, SOUTH 75 DEGREES 23 MINUTES 41 SECONDS WEST 45.11 FEET; THENCE LEAVING SAID MARGIN, NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 191.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT. THENCE FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 09 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 90.00 FEET; THENCE NORTH 75 DEGREES 09 MINUTES 59 SECONDS EAST 10.00 FEET; THENCE SOUTH 14 DEGREES 50 MINUTS 01 SECONDS EAST 91.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 900 SQUARE FEET.

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 **Mesa Properties Alabama, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of March 2026.

Maura Wroblewski, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of March 2026.

Ranae Bartlett, 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 | § | <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 public utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Mesa Properties Alabama, LLC** (hereinafter referred to as “Grantee”), any and all interest Grantor possesses which was created in and by the following described public utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

ALL THAT PART OF LOT 1 OF THE CERTIFIED PLAT OF PUTMANS INDUSTRIAL PARK, 4TH ADDITION, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA IN DOCUMENT NUMBER 20161215000714740, WITH THE BEARINGS AND COORDINATES DESCRIBED HEREIN BEING BASED ON THE ALABAMA STATE PLANE GRID SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 AND BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A SOUTHEASTERLY CORNER OF SAID LOT 1 (NORTHING: 1,519,477.64, EASTING: 371,532.16), LOCATED ON THE NORTHERLY RIGHT OF WAY MARGIN OF PRODUCTION AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG SAID MARGIN, SOUTH 75 DEGREES 23 MINUTES 41 SECONDS WEST 45.11 FEET; THENCE LEAVING SAID MARGIN, NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 191.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE FROM THE POINT OF BEGINNING, SOUTH 75 DEGREES 09 MINUTES 59 SECONDS WEST 10.00 FEET; THENCE NORTH 14 DEGREES 50 MINUTES 01 SECONDS WEST 90.00 FEET; THENCE NORTH 75 DEGREES 09 MINUTES 59 SECONDS EAST 10.00 FEET; THENCE SOUTH 14 DEGREES 50 MINUTS 01 SECONDS EAST 91.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 900 SQUARE FEET.

TO HAVE AND TO HOLD to said Grantee, its 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 March 2026.

*Quitclaim Deed
480 Production Avenue VOE
Page 1 of 2*

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Ranae Bartlett, Mayor
City of Madison, Alabama

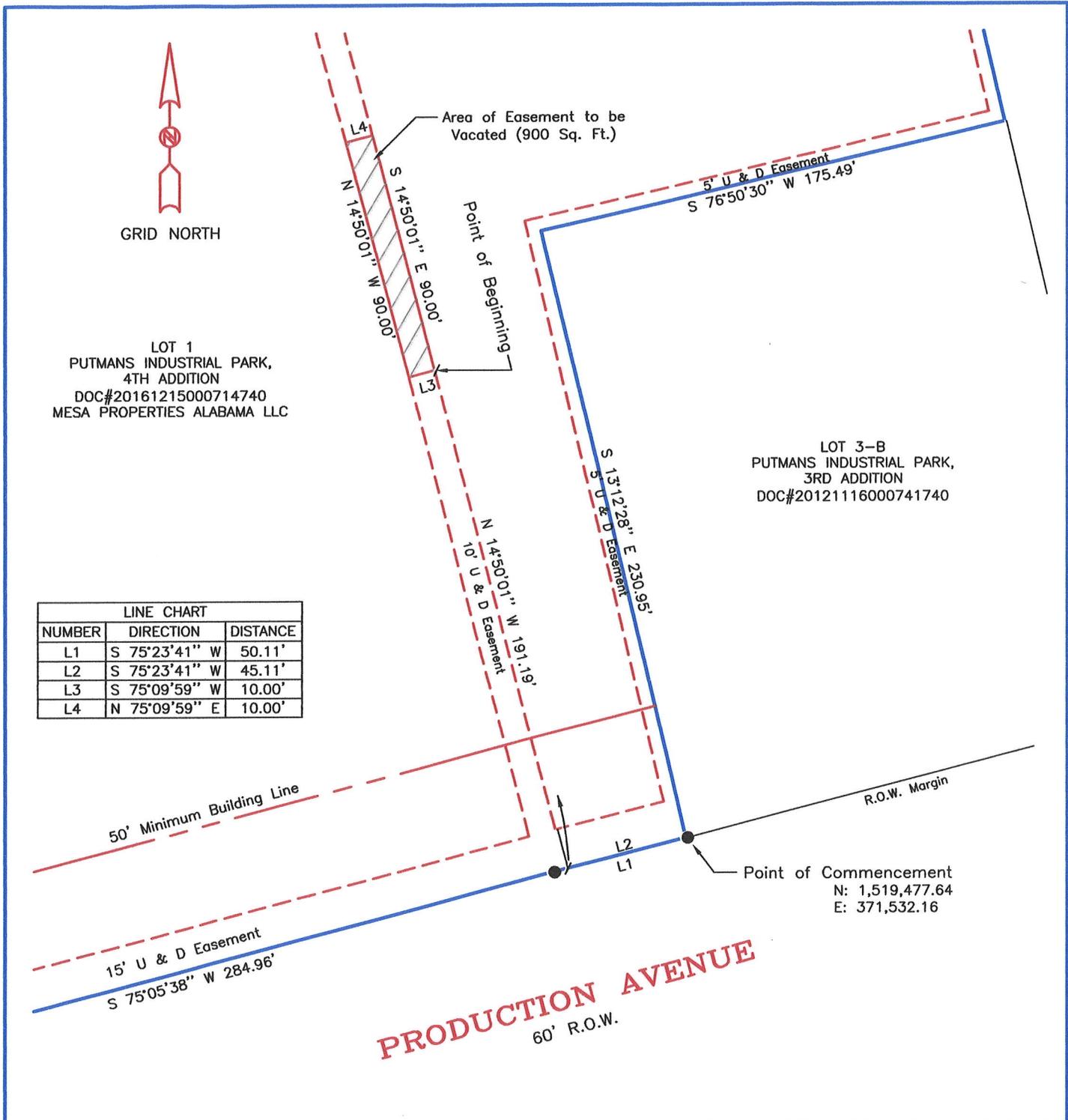
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of March 2026.

Notary Public



LOT 1
 PUTMANS INDUSTRIAL PARK,
 4TH ADDITION
 DOC#20161215000714740
 MESA PROPERTIES ALABAMA LLC

LOT 3-B
 PUTMANS INDUSTRIAL PARK,
 3RD ADDITION
 DOC#20121116000741740

| LINE CHART | | |
|------------|---------------|----------|
| NUMBER | DIRECTION | DISTANCE |
| L1 | S 75°23'41" W | 50.11' |
| L2 | S 75°23'41" W | 45.11' |
| L3 | S 75°09'59" W | 10.00' |
| L4 | N 75°09'59" E | 10.00' |

50' Minimum Building Line

15' U & D Easement
 S 75°05'38" W 284.96'

10' U & D Easement
 N 14°50'01" W 191.19'

5' U & D Easement
 S 13°12'28" E 230.95'

5' U & D Easement
 S 76°50'30" W 175.49'

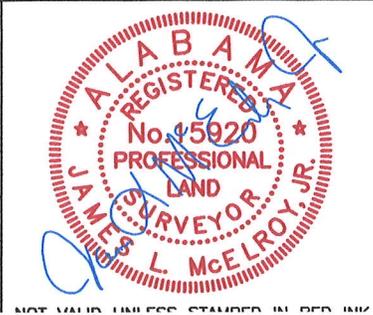
R.O.W. Margin

Point of Commencement
 N: 1,519,477.64
 E: 371,532.16

PRODUCTION AVENUE
 60' R.O.W.

EASEMENT VACATION SUPPORT MAP FOR:
 LEGACY OUTDOOR SERVICES, INC.
 HARDSCAPING & LANDSCAPING SERVICES

LOT 1
 PUTMANS INDUSTRIAL PARK
 4TH ADDITION
 DOCUMENT NO. 20161215000714740
 MADISON -- MADISON COUNTY -- ALABAMA



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

| | |
|----------------|-----------------------|
| DRAWN BY: MR | APPROVED BY: J.L.M. |
| SCALE: 1"=50' | REVISED: |
| DATE: 01-26-26 | DRAWING NUMBER: 26-24 |
| FIELD WORK N/A | |

RESOLUTION NO. 2026-089-R**RESOLUTION TO AWARD BID
No. 2026-003-ITB, CRUSHED STONE AND AGGREGATE BASE**

WHEREAS, in accordance with Alabama’s Competitive Bid Law set forth in Title 41 of the *Code of Alabama* (1975), the City of Madison, Alabama, jointly with the Water and Wastewater Board of the City of Madison, Alabama, doing business as Madison Utilities (hereinafter “Madison Utilities”) by proper notice, solicited bids for the provision of crushed stone and aggregate base for City Hall and other City Properties, Project #2026-003-ITB (the “Project”); and

WHEREAS, all sealed bids timely and properly submitted in response to the Project’s Invitation to Bid were opened and read on or about February 18, 2026, and have been evaluated by the City of Madison and Madison Utilities to determine the lowest responsible and responsive bidder; and

WHEREAS, after review and consideration of all bids submitted, City Council has been informed that **Grayson Carter & Son Contracting, Inc.** has submitted a bid for the unit prices set forth in its Bidder Pricing Sheet, which is attached hereto, for the provision of crushed stone and aggregate base (the “Bid”), and is the apparent lowest responsible and responsive bidder meeting the specifications of the Project as set forth in the Invitation to Bid; and.

WHEREAS, it is the intent of the City of Madison and Madison Utilities that purchases made pursuant to this Bid shall be made on an as-needed basis by issuance of Purchase Orders and that no separate written contract will be executed.

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

SECTION 1. The City of Madison, Alabama, as the awarding authority for this joint bid with Madison Utilities, hereby certifies that, to the best of its knowledge, information, and belief, this Bid was let and any Purchase Orders issued pursuant thereto will be executed in compliance with the applicable provisions of Title 41 of the *Code of Alabama* (1975) and all other applicable provisions of law.

SECTION 2. The award of this Project is hereby made to **Grayson Carter & Son Contracting, Inc.**, as the apparent lowest responsible, responsive bidder, for the unit prices set forth in its submitted Bid which is attached hereto and incorporated herein by reference.

SECTION 3. Upon request and notification from the appropriate department that a Purchase Order issued pursuant to this Bid award has been fulfilled and that an accurate

invoice has been received, the Finance Director is hereby authorized to forward payment in satisfaction thereof.

READ, PASSED AND ADOPTED this 23rd day of February, 2026.

Maura Wroblewski, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2026.

Ranae Bartlett, Mayor
City of Madison, Alabama

City of Madison, Alabama
Bid Number: 2026-003-ITB
Bid Title: Crushed Stone and Aggregate Base
Issued: January 28, 2026



| Description | Price Per Ton | | |
|--|--------------------|---|------------------|
| | Picked up at Plant | Delivered to: | |
| | | 240 Palmer Road Madison, AL 35758 or 101 Ray Sanderson Dr. Madison, AL 35758 | Job Site |
| Surge Pile | \$17.00 | \$22.00 | \$22.00 |
| Dense Graded Base | \$16.00 | \$21.00 | \$21.00 |
| 1 1/2" Crushed Stone Base/Crusher Run | \$16.00 | \$21.00 | \$21.00 |
| Dry Manufactured Sand | \$20.00 | \$25.00 | \$25.00 |
| 1/2" Crushed Stone Base/Crusher Run | \$16.00 | \$21.00 | \$21.00 |
| Alabama Highway Department Number | | | |
| AHD #5 | \$18.00 | \$23.00 | \$23.00 |
| AHD #57 | \$18.00 | \$23.00 | \$23.00 |
| AHD #78 | \$20.00 | \$25.00 | \$25.00 |
| AHD #7/78 | \$20.00 | \$25.00 | \$25.00 |
| AHD #810 | \$5.00 | \$10.00 | \$10.00 |
| AHD #2 | \$18.00 | \$23.00 | \$23.00 |
| AHD #67 - Washed Stone | \$20.00 | \$25.00 | \$25.00 |
| AHD #89 | \$21.00 | \$26.00 | \$26.00 |
| AHD, Class 1 Rip-rap | \$21.00 | \$26.00 | \$26.00 |
| AHD, Class 2 Rip-rap | \$23.00 | \$29.00 | \$29.00 |
| TOTALS: | \$ 269.00 | \$ 345.00 | \$ 345.00 |

Combine all three totals for Base Bid Amount: \$ 959.00

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

February 18th, 2026
Date


Signature of Authorized Representative



2026-003-ITB / Crushed Stone and Aggregate Base
Issued January 28, 2026

BID TABULATION

| BIDDER NAME | Grayson Carter & Son Contracting, Inc. | Rogers Group, Inc. | Vulcan Materials Company |
|------------------------------------|---|---------------------------|---------------------------------|
| ALL FORMS WITH ORIGINAL SIGNATURES | Y | Y | Y |
| ALDOT CERTIFICATION | Y | Y | Y |
| CERTIFICATE OF INSURANCE | Y | Y | Y |
| E-VERIFY ENROLLMENT | Y | Y | Y |
| TOTAL BASE BID | \$959.00 | \$1,023.75 | \$1,221.25 |

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

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 18th day of February, 2026.

Kristen N Bruseth
Notary Public

