



City of Jasper

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JOSH GATES, Mayor
JENNY BROWN SHORT, Councilmember
LINCOLN MOODY, Councilmember
SAM WATTS, Councilmember

JENNIFER W. SMITH, Councilmember
WILLIE MOORE, III, Councilmember
KATHY CHAMBLESS, City Clerk, C.P.A.

July 8, 2026

Alabama Surface Mining Commission
Attn: Kathy H. Love, Director
1811 Second Avenue
P.O. Box 2390
Jasper, AL 35502

Re: Support for Surface Mine No. 1 Revision (Permit No. P-3869, Revision No. R-5)

Dear Director Love and Members of the Alabama Surface Mining Commission:

On behalf of the City of Jasper, I am pleased to express our strong support for the proposed revision to the Reclamation Plan for Drummond Company, Inc.'s Surface Mine No. 1 (Permit No. P-3869, Revision No. R-5).

We respectfully request your favorable consideration and approval of this revision, which is essential to one of the most significant economic development and recreational projects in our city's history.

The requested revision will allow the site to be graded and the existing highwall to be backfilled, creating a development-ready property for the City's planned regional multiuse sports complex. This work represents far more than site preparation. It is the foundation of a catalytic project that will transform reclaimed mine land into a regional destination, creating lasting economic and quality-of-life benefits for the City of Jasper, Walker County, and communities throughout Northwest Alabama.

Once completed, the complex will attract visitors from across the region, generate tourism, support local businesses, create jobs, and encourage future private investment while expanding recreational opportunities for our residents. The project also stands as an outstanding example of how reclaimed mining property can be responsibly repurposed to create long-term value for an entire region.

The City is especially appreciative of Drummond Company's willingness to preserve two sections of the existing highwall at our request. These features will serve as both a unique aesthetic element and an educational showcase honoring Walker County's rich mining heritage, creating a meaningful connection between our community's past and its future.

The City of Jasper believes this revision reflects responsible environmental stewardship, thoughtful planning, and a shared commitment to creating opportunities that will benefit generations to come. We respectfully ask the Alabama Surface Mining Commission to approve this revision and allow this transformational project to move forward.

Thank you for your consideration and your continued commitment to responsible reclamation throughout Alabama.

Sincerely,

Josh Gates
Mayor, City of Jasper

**MEMORANDUM OF UNDERSTANDING
REGARDING THE EXPLORATION OF THE FUTURE DEVELOPMENT OF A REGIONAL
SPORTS AND RECREATION DESTINATION**

This Memorandum of Understanding ("MOU") is entered into as of June 24, 2026, by and between Drummond Company, Inc., an Alabama corporation ("Drummond"), and such of its affiliates as it may designate, and the City of Jasper, Alabama, a municipal corporation organized under the laws of the State of Alabama ("City"). Drummond and the City may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The purpose of this Memorandum of Understanding is to establish a framework for cooperation between the Parties as they evaluate and consider the potential development of a regional sports, recreation, and tournament destination within the City of Jasper, Alabama (the "Project").

The Parties acknowledge a shared interest in creating a destination that may provide athletic, recreational and economic development, tourism, and quality-of-life benefits to the City of Jasper, Walker County, and the surrounding region. The Parties further recognize the Project as a potential catalyst for additional development within the same area.

2. Cooperation

The Parties agree to work cooperatively and in good faith to evaluate opportunities, identify potential project components, assess feasibility, and explore mutually beneficial arrangements related to the planning, development, and implementation of the Project.

Such cooperation may include, but is not limited to:

- a. Sharing information reasonably necessary for project evaluation and planning;
- b. Participating in meetings and discussions regarding project development;
- c. Exploring potential property, infrastructure, funding, operational, and partnership opportunities; and
- d. Negotiating future agreements as may be necessary to advance the Project.

3. Future Agreements

The Parties acknowledge that the Project may require additional agreements, approvals, studies, and negotiations. Any future commitments relating to property transactions, funding obligations, construction responsibilities, operational arrangements, or other material terms shall be subject to separate written agreements approved and executed by the Parties.

Nothing contained in this MOU shall be construed to obligate either Party to enter into any future agreement; provided, that the parties agree that in the event of a future exchange of property which involve property which has been improved by either party, the value of such property for purposes of the exchange shall include the value of any such improvements made by such party.

4. Non-Binding Understanding and No Financial Obligation

This MOU is intended solely to express the current intentions of the Parties regarding continued cooperation and discussion of the Project. Except for any provisions required by applicable law, this MOU does not create any legally binding obligation upon either Party to proceed with the Project or enter into any subsequent agreement.

Nothing contained herein shall be construed as creating any financial obligation, funding commitment, expenditure requirement, or liability on the part of either Party. Any financial commitments, property transactions, construction obligations, operational responsibilities, or other material terms shall be addressed only through future written agreements approved and executed by the Parties.

Either Party may discontinue participation in discussions concerning the Project at any time and for any reason without penalty or liability.

5. Approval of Future Agreements

The Parties acknowledge that any future agreement arising from the Project shall be subject to all required approvals, including approval by the Jasper City Council and any required approvals by Drummond Company, Inc. No representative of either Party shall have authority to bind the Party except through duly authorized and executed agreements.

6. No Partnership Created

Nothing contained in this MOU shall be construed to create a partnership, joint venture, agency relationship, or other legal association between the Parties.

7. No Present Property Rights

This MOU does not grant, convey, transfer, or create any ownership interest, development right, easement, license, option, right of first refusal, or other interest in real property.

8. Public Communications

The Parties acknowledge that they may publicly announce their intent to work cooperatively toward evaluating and pursuing the Project.

9. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Alabama.

10. Term and Termination

This MOU shall become effective upon execution by both Parties and shall remain in effect for a period of twelve (12) months unless extended by mutual written agreement of the Parties. Either Party may terminate this MOU at any time upon written notice to the other Party.

11. Confidential Information

Each party acknowledges that, as a result of the relationship contemplated herein, it may acquire confidential and/or proprietary information belonging to the other party, including without limitation trade secrets, business plans, customer lists, financial information, marketing strategies or other information that would reasonably be understood to be confidential. Consequently, each party agrees that it shall utilize such information solely for the purpose of fulfilling its obligations under this Agreement, and that it shall not disclose such information to any third party without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

DRUMMOND COMPANY, INC.

By: David Munchev

Name: David Munchev

Title: SIP Operations Support

Date: 6/24/26

CITY OF JASPER, ALABAMA

By: Josh Gates

Name: Josh Gates

Title: Mayor

Date: 06/16/2026