

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., JANUARY 6, 2026**

1. **Invocation: Brother Jim Tate – Memphis Baptist Church**
2. **Pledge of Allegiance: Commissioner Kirksey**
3. **Roll Call: Saliba__Daniels__Kirksey__Bedwell__Stock__Pierce__Crutchfield__**
4. **Approval of Previous Minutes:**
 - Minutes of December 16, 2025 Meeting
5. **Communications from Mayor and City Commissioners:**
 - Recognition – Randy Reeves, Rose Hill Senior of the Year

Documents:

[recognition senior of the year.pdf](#)

6. **Communications from City Manager:**
 - Employee of the Month – Ryan Knight, Dothan Utilities
7. **Communications from City Clerk:**
 - Application for a Retail Beer and Retail Table Wine License, off premises only, for ALDI 237 located at 1571 Westgate Parkway
 - Application for a Retail Beer and Retail Table Wine License, off premises only, for ALDI 239 located at 1151 Ross Clark Circle

Documents:

[aldi 237 alcoholic beverage license request.pdf](#)

[aldi 239 alcoholic beverage license request.pdf](#)

8. **Public Hearing regarding the rezoning of approximately 29.93 acres located northwest of the intersection of Murphy Mill Road and Bethlehem Road.**

(Reference Item 12.)

Documents:

[public hearing rezoning murphy mill rd and bethlehem rd.pdf](#)

9. **Public Hearing regarding the issuance of the City’s 2026 Limited Obligation Revenue Warrant, in the amount of \$60,000.00, in regards to the participation with the Economic Development Agreement by and between the City of Dothan,**

Alabama and Dothan Nurseries, Inc.

(Reference Items 13 and 14.)

Documents:

[public hearing revenue warrant and economic development agreement dothan nurseries inc.pdf](#)

10. **Public Hearing regarding the finding of certain buildings or structures as unsafe to the extent of becoming a public nuisance and determining if demolition is in order.**

(Reference Item 15.)

Documents:

[public hearing structure abatement.pdf](#)

11. **Ord. No. _____ Amending Chapter 98, Traffic and Vehicles, Article VIII, Neighborhood Traffic Calming, Section 98-302 of the City of Dothan Code of Ordinances to remove Fairview Avenue from the supplemental list of streets ineligible for traffic calming.**

Documents:

[amending ch 98 neighborhood traffic calming supplemental list.pdf](#)

12. **Ord. No. _____ Rezoning property owned by R & S of South Alabama, LLC, located northwest of the intersection of Murphy Mill Road and Bethlehem Road, from A-C (Agricultural-Conservation) District to R-2 (Residential Single-Family, Medium Density) District.**

Documents:

[rezoning r and s of south alabama llc murphy mill rd and bethlehem rd.pdf](#)

13. **Res. No. _____ Entering into an Economic Development Agreement with Dothan Nurseries, Inc. to provide financial assistance to construct and equip a new large covered greenhouse on the site of an existing facility located at 1300 Montgomery Highway, at an amount not to exceed \$60,000.00, over a period of ten (10) years based on sales tax generated on retail sales derived solely from the operation of Dothan Nurseries, Inc.**

Documents:

[economic development agreement dothan nurseries inc.pdf](#)

14. **Res. No. _____ Authorizing the issuance of the City's 2026 Limited Obligation Revenue Warrant, in the amount of \$60,000.00, in regards to the participation with the Economic Development Agreement by and between the City of Dothan, Alabama and Dothan Nurseries, Inc.**

Documents:

[limited obligation revenue warrant dothan nurseries inc.pdf](#)

15. **Res. No. _____ Finding certain buildings or structures as unsafe to the extent of becoming a public nuisance and ordering said properties to be demolished.**

Documents:

[ordering demolition of substandard structures.pdf](#)

16. **Res. No. _____ Entering into an agreement with Venture Government Strategies to provide governmental affairs representation for a term of three (3) years at an annual cost of \$132,000.00 and up to \$20,000.00 a year to cover incurred expenses.**

Documents:

[venture government strategies agreement.pdf](#)

17. **Res. No. _____ Agreeing to allow the Fire Department to issue a fireworks permit for displays to be held on February 14, 2026 during the Mardi Gras Parade event.**

Documents:

[fireworks permit mardi gras parade.pdf](#)

18. **Res. No. _____ Declaring certain personal property as obsolete and no longer needed for public or municipal purposes and authorizing the disposal of said property by whatever means is determined to be in the best interest of the City.**

Documents:

[declaring property as obsolete.pdf](#)

19. **Res. No. _____ Declaring a laptop computer as surplus and authorizing the Department of Planning and Development to donate said item to the Town of Pinckard.**

Documents:

[donating surplus laptop to town of pinckard.pdf](#)

20. **Res. No. _____ Entering into an agreement with Utility Associates, Inc. for the retrieval and delivery of digital video evidence created and stored within the Polaris Standard Digital Evidence Management system for a total cost of \$308,095.23, and appropriating funds for said agreement.**

Documents:

[utility associates inc agreement digital video evidence retrieval.pdf](#)

21. **Res. No. _____ Approving a change order with Axon Enterprise, Inc. in the amount of \$150,000.00 for the conversion and incorporation of digital video evidence into the Axon Evidence Channel Services format.**

Documents:

[axon enterprise inc change order digital video evidence conversion.pdf](#)

22. **Res. No. _____ Entering into an agreement with NinjaOne for the use of Advance Pro and Mobile Device Management Pro, which said products have been purchased with grant funding.**

Documents:

[ninjaone agreement.pdf](#)

23. **Res. No._____Awarding bids and approving other purchases over \$30,000.00 by the City, and appropriating funds for said purchases.**

Documents:

[bids and other purchases.pdf](#)

24. **Res. No._____Approving advance travel requests for City employees.**

Documents:

[travel requests.pdf](#)

25. **Adjournment.**

CERTIFICATE OF RECOGNITION

WHEREAS, Rose Hill Senior Center, located at 401 South Appletree Street, provides quality recreational activities, resources, and leisure services that contribute to our citizens' physical, mental, and social well-being; and

WHEREAS, each year, Rose Hill Seniors nominate, select, and recognize the invaluable contributions of a member by naming them "Senior of the Year"; and

WHEREAS, Mr. Randy Reeves has received this prestigious honor for 2025-2026; and

WHEREAS, Mr. Reeves is an active member, who seldom misses a day, and he is kind, friendly, and assists with tours for new members; and

WHEREAS, Mr. Reeves likes coming to Rose Hill to fellowship with friends, play games, sing, and dine at lunch; and

WHEREAS, as Senior of the Year, Mr. Reeves serves as Rose Hill's Ambassador speaking during the Center's special events and representing Rose Hill in the community; and

WHEREAS, the City of Dothan takes great pride in honoring residents who better our community; and

WHEREAS, it is appropriate that we pause to celebrate and acknowledge this honor.

NOW, THEREFORE, I, Mark Saliba, Mayor of the City of Dothan and in such capacity, do hereby recognize

MR. RANDY REEVES

as the 2025-2026 Rose Hill Senior of the Year!

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 6th day of January, 2026.

SEAL

Attest:

Wendy Shiver
City Clerk



Mark Saliba
Mayor

December 9, 2025

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License (off premises only) for ALDI 237 located at 1571 Westgate Parkway, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

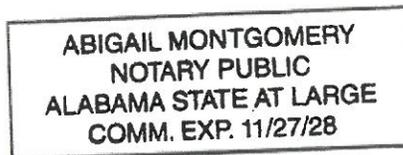


Raymond Bell, POA

Abigail Montgomery
Notary Name (Print)

Abigail Montgomery
Notary Signature

11/27/27
Commission Expiration Date



December 9, 2025

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

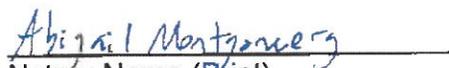
Honorable Mayor and City Commission:

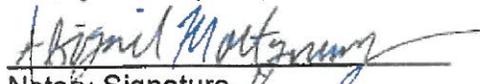
I respectfully submit my request for a Retail Beer and Retail Table Wine License (off premises only) for ALDI 239 located at 1151 Ross Clark Circle, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Raymond Bell, POA


Notary Name (Print)


Notary Signature

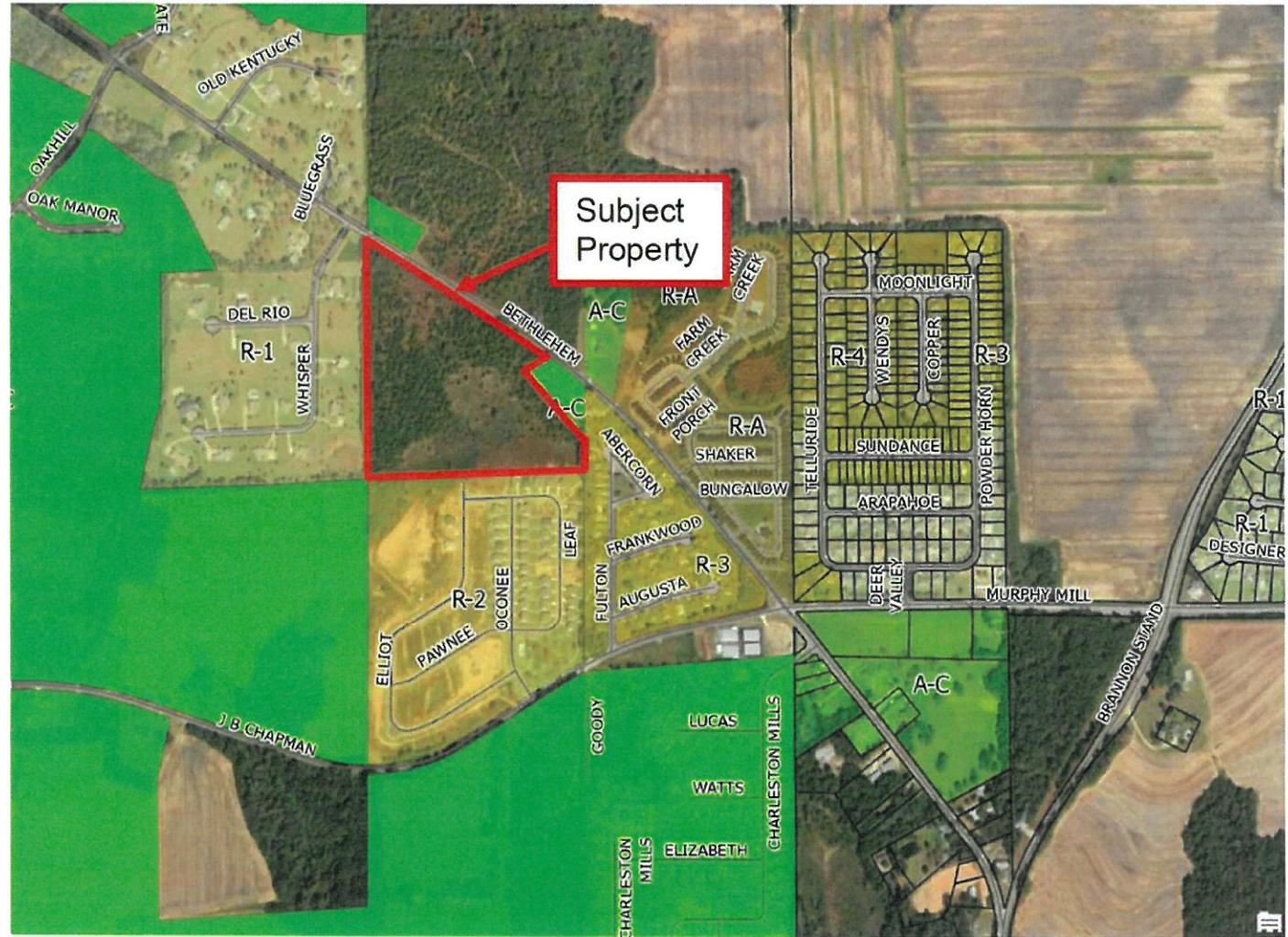

Commission Expiration Date

ABIGAIL MONTGOMERY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 11/27/28

Agenda Item #8

Case No. RZ-2025-0012

- Applicant: R & S of South Alabama, LLC.
- Request to rezone 29.93 acres from A-C to R-2
- PC recommends approval



Agenda Item #9

LEGAL NOTICE
OF A PUBLIC MEETING
AND PUBLIC HEARING
OF
CITY OF DOTHAN, ALABAMA

Regarding Economic Development Action Under Alabama Constitutional Amendment No. 772

Notice was given that the City Commission of the City of Dothan, Alabama (the “City”), will meet in public session and conduct a public hearing at 10:00 a.m. on January 6, 2026, in the Commission Chambers in the Dothan Civic Center, Room 203 located at 126 North St. Andrews Street, Dothan, Alabama 36303, for the purpose of considering the transaction of business that may properly come before the City, such business to include, but not be limited to, the consideration of the proposed payment by the City of up to \$60,000 for all gross sales at the Project Site (hereinafter defined) in excess of \$1,790,000 as an inducement to Dothan Nurseries, Inc., an Alabama corporation (the “Developer”), to construct and equip at an estimated cost of Four Hundred Thousand Dollars (\$400,000.00) a new large covered greenhouse for the retail nursery and garden facility known as “Dothan Nurseries” (the “Project”), which is located at 1300 Montgomery Highway, Dothan, Alabama 36303 (the “Project Site”).

The City will enter into an Economic Development Agreement (the “Development Agreement”) between the City and the Developer pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended, and the payment by the City to the Developer, which will be an amount not to exceed \$60,000 over a period of ten years, will be administered by the City and will be paid to the Developer incrementally for all gross sales at the Project Site in excess of \$1,790,000 from two percent (2.0%) of the four percent (4.0%) sales tax revenue levied, collected and received by the City on retail sales derived solely from the operation of Dothan Nurseries.

The City seeks to issue a limited warrant or other form of indebtedness to evidence its obligations and undertakings set forth in the Development Agreement to offer public assistance to promote the local economic, commercial, and industrial development of the City; to promote the expansion and retention of business enterprise within the City; to increase employment in the City; to promote and develop for the public good and welfare additional trade, commerce, industry, and employment opportunities in the City; to increase the tax and revenue base of the City and to promote the general welfare, convenience, order, and prosperity of the citizens of the City, Houston County and the State of Alabama. The economic growth and anticipated increase in new employment, tax revenues and other benefits will directly benefit the City and serve a valid and sufficient public purpose.

The Commission is expected to determine at its public meeting that the issuance of public assistance contemplated in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Company or any other private entity or entities.

All interested persons may examine and review the Development Agreement and all relevant documents and make copies thereof at their personal expense at the offices of the City Clerk of the City at the Dothan Civic Center, Room 213, 126 North St. Andrews Street, Dothan, Alabama 36303, during normal business hours, before and after the meeting of the City Commission referenced herein.

Further information concerning the information in this notice can be obtained from the City Clerk at the City Clerk’s office, Dothan Civic Center, Room 213, 126 North St. Andrews Street, in Dothan, Alabama 36303, during normal business hours.

Published in the Dothan Eagle on December 18, 2025

City of Dothan
Agenda Item # 10

Structure Abatement Public Hearing
...January 6, 2026...

Department of Planning and Development
Todd L. McDonald, AICP, Director



HOUSING ABATEMENT PROCEDURE

Authority: City Code Chapter 14, Article IX, Code of Ala. 1975 Section 11-53B-1 et seq.

1. Receive complaint or discover issue in the field.
2. Site inspected within 3 days of complaint and courtesy notice sent to owner.
3. If no response a demand letter is sent to the owner, 5 days to contact neighborhood enhancement.
4. If no response a demolition letter (first class & certified) is sent to the owner (20 days).
5. If owner does not respond with plan to repair or demolish, begin formal abatement.
6. Request title search (7-10 days) (Pete McInish).
7. Request and file Lis Pendens from legal department (7-10 days).
8. Send copy of the Order of Lis Pendens (first class & certified) to all parties identified by title search and consult utilities data base for other addresses associated with owner, hand deliver notice to local address when applicable and post notice on structure (50 day notice).
9. Following 50th day, city clerk to schedule public hearing on next DCC agenda.
10. Resolution to abate properties advertised for 2 weeks prior to public hearing.
11. Public Hearing to determine if structure(s) are unsafe to extent of being a public nuisance.
12. Abatement approved as modified by DCC.
13. 10 days allowed for appeal. Asbestos survey ordered. If remediation required, work incorporated into bid package.
14. Structure demolition bid advertised for 14 days.
15. Bids received and opened. Contract awarded to lowest responsive bidder.
16. Contractor performs work within 60 days.
17. Costs of the demolition are assessed by DCC.



HOUSING ABATEMENT PROPERTIES

1. 257 HEADLAND AVE. (SLIDE 4-6)
2. 307 JEFF ST. (SLIDE 7-9)
3. 506 MARBURY ST.(SLIDE 10-12)
4. 508 MARBURY DR. (SHED)(SLIDE 13-15)
5. 701 PARKER ST.(SLIDE 16-18)
6. 902 WALNUT ST. (SLIDE 19-21)
7. 1722 REEVES ST. (SLIDE 22-24)



Nuisance Abatement
.... 257 HEADLAND AVE.

**THIS STRUCTURE IS UNSAFE, UNSECURE AND ABANDONED
(THIS IS A BURNED STRUCTURE)**

- JULY 7, 2025, COMPLAINT RECEIVED
- JULY 7, 2025, STRUCTURE WAS INSPECTED AND CONDOLENCE FIRE LETTER SENT TO OWNER
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
- AUGUST 12, 2025, DEMOLITION LETTER WAS SENT TO THE OWNER
- SEPTEMBER 23, 2025, THE TITLE SEARCH WAS COMPLETED
- NOVEMBER 5, 2025, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
- NOVEMBER 5, 2025, A COPY OF THE ORDER OF LIS PENDENS WAS MAILED TO THE OWNER
- NOVEMBER 5, 2025, A COPY OF THE ORDER OF LIS PENDENS WAS POSTED ON THE STRUCTURE
- NOVEMBER 15, 2025, CITY CLERK PUBLISHED NOTICE IN THE NEWSPAPER



Nuisance Abatement *.... 257 HEADLAND AVE.*





Nuisance Abatement

.... 257 HEADLAND AVE.





Nuisance Abatement *.... 307 JEFF ST.*

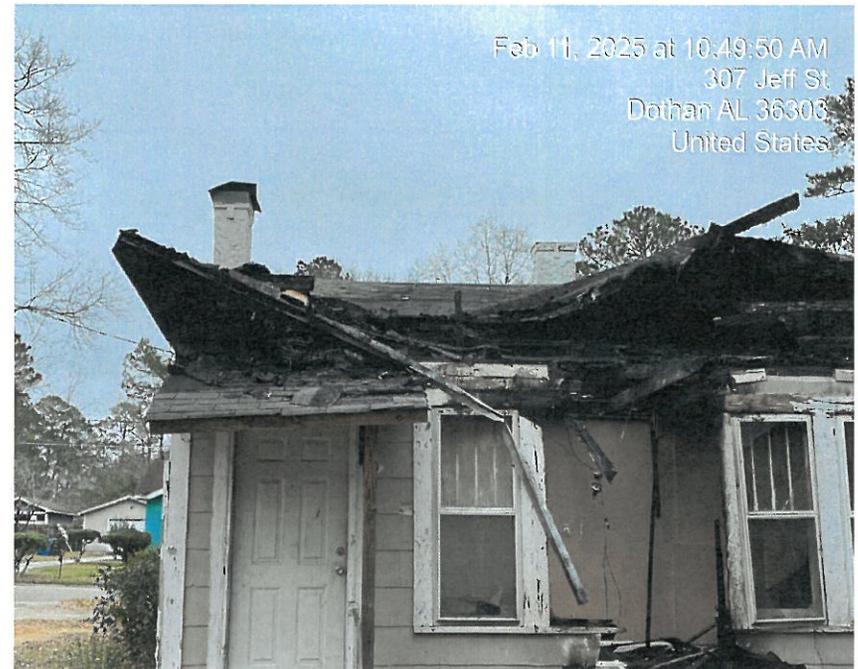
THIS STRUCTURE IS UNSAFE, UNSECURE AND ABANDONED (THIS A BURNED STRUCTURE)

- FEBRUARY 11, 2025, COMPLAINT RECEIVED
- FEBRUARY 11, 2025, STRUCTURE WAS INSPECTED
- FEBRUARY 12, 2025, A CONDOLENCE FIRE LETTER WAS SENT TO THE OWNER
- MARCH 24, 2025, A VIOLATION NOTICE WAS SENT TO THE OWNER
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
- AUGUST 12, 2025, DEMOLITION LETTER WAS SENT TO THE OWNER
- SEPTEMBER 23, 2025, THE TITLE SEARCH WAS COMPLETED
- NOVEMBER 5, 2025, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
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Nuisance Abatement

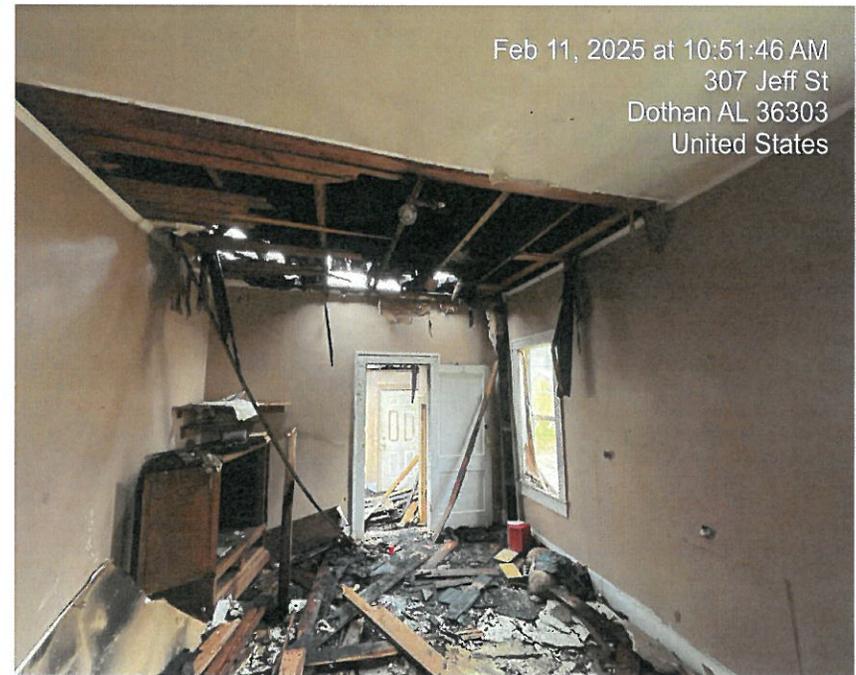
.... 307 JEFF ST.





Nuisance Abatement

.... 307 JEFF ST.





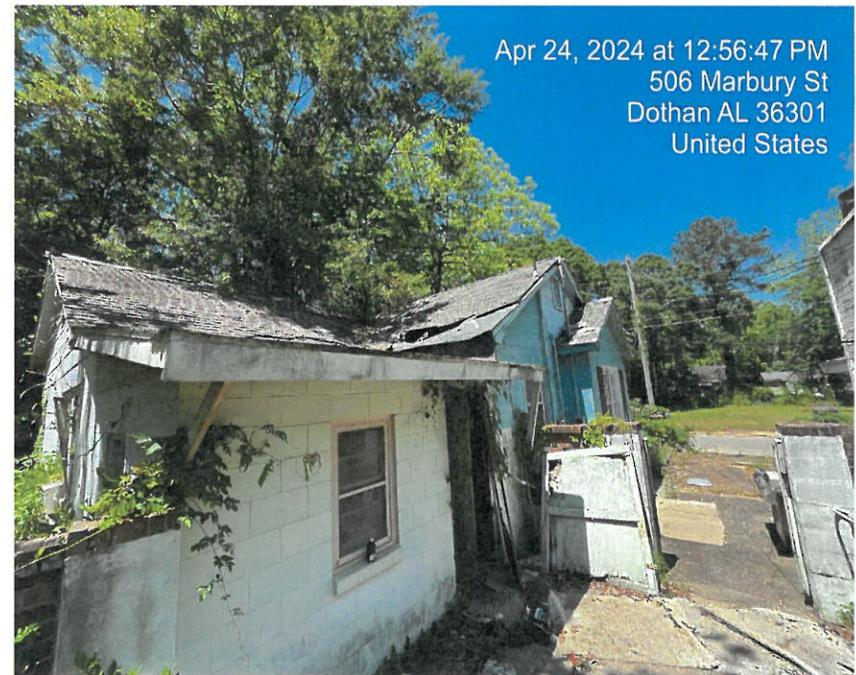
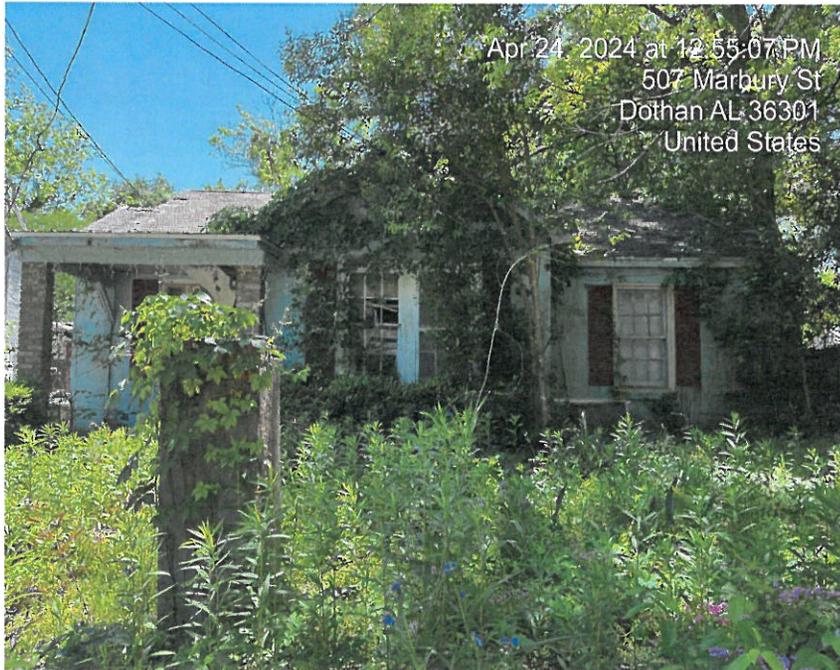
Nuisance Abatement *.... 506 MARBURY ST.*

THIS STRUCTURE IS UNSECURE, DILAPIDATED AND ABANDONED (THERE IS DAMAGE TO THE ROOF AND BROKEN WINDOWS AND DOORS. VAGRANCY ISSUES AS WELL)

- APRIL 24, 2024, COMPLAINT RECEIVED
- APRIL 24, 2024, STRUCTURE WAS INSPECTED
- APRIL 26, 2024, A VIOLATION NOTICE WAS SENT TO THE OWNER
- AUGUST 27, 2024, THE TITLE SEARCH WAS COMPLETED
- SEPTEMBER 23, 2024, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
- SEPTEMBER 25, 2024, A NOTICE OF UNSAFE BUILDING WAS MAILED TO THE OWNER
- SEPTEMBER 25, 2024, A NOTICE OF UNSAFE BUILDING WAS POSTED ON THE STRUCTURE
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
- AUGUST 12, 2025, DEMOLITION LETTER WAS SENT TO THE OWNER
- SEPTEMBER 23, 2025, THE TITLE SEARCH WAS COMPLETED
- NOVEMBER 5, 2025, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
- NOVEMBER 5, 2025, A COPY OF THE ORDER OF LIS PENDENS WAS MAILED TO THE OWNER
- NOVEMBER 5, 2025, A COPY OF THE ORDER OF LIS PENDENS WAS POSTED ON THE STRUCTURE
- NOVEMBER 15, 2025, CITY CLERK PUBLISHED NOTICE IN THE NEWSPAPER



Nuisance Abatement *.... 506 MARBURY ST.*





Nuisance Abatement *.... 506 MARBURY ST.*





Nuisance Abatement
.... 508 MARBURY ST.

**THIS STRUCTURE IS UNSECURE, DILAPIDATED AND ABANDONED
(THERE IS DAMAGE TO THE ROOF AND BROKEN WINDOWS AND DOORS.
VAGRANCY ISSUES AS WELL)**

- SEPTEMBER 19, 2024, COMPLAINT RECEIVED
- SEPTEMBER 19, 2024, STRUCTURE WAS INSPECTED
- SEPTEMBER 26, 2024, A VIOLATION NOTICE WAS SENT TO THE OWNER
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
- AUGUST 12, 2025, DEMOLITION LETTER WAS SENT TO THE OWNER
- SEPTEMBER 23, 2025, THE TITLE SEARCH WAS COMPLETED
- NOVEMBER 5, 2025, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
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- NOVEMBER 15, 2025, CITY CLERK PUBLISHED NOTICE IN THE NEWSPAPER



Nuisance Abatement *.... 508 MARBURY ST.*





Nuisance Abatement *.... 508 MARBURY ST.*





Nuisance Abatement 701 PARKER ST.

THIS STRUCTURE IS UNSECURE, DILAPIDATED AND ABANDONED (THERE IS DAMAGE TO THE ROOF, FRONT PORCH AND BROKEN WINDOWS AND DOORS. VAGRANCY ISSUES AS WELL)

- FEBRUARY 11, 2025, COMPLAINT RECEIVED
- FEBRUARY 11, 2025, STRUCTURE WAS INSPECTED
- FEBRUARY 12, 2025, A VIOLATION NOTICE WAS SENT TO THE OWNER
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
- AUGUST 12, 2025, DEMOLITION LETTER WAS SENT TO THE OWNER
- SEPTEMBER 23, 2025, THE TITLE SEARCH WAS COMPLETED
- NOVEMBER 5, 2025, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
- NOVEMBER 5, 2025, A COPY OF THE ORDER OF LIS PENDENS WAS MAILED TO THE OWNER
- NOVEMBER 5, 2025, A COPY OF THE ORDER OF LIS PENDENS WAS POSTED ON THE STRUCTURE
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Nuisance Abatement 701 PARKER ST.





Nuisance Abatement 701 PARKER ST.





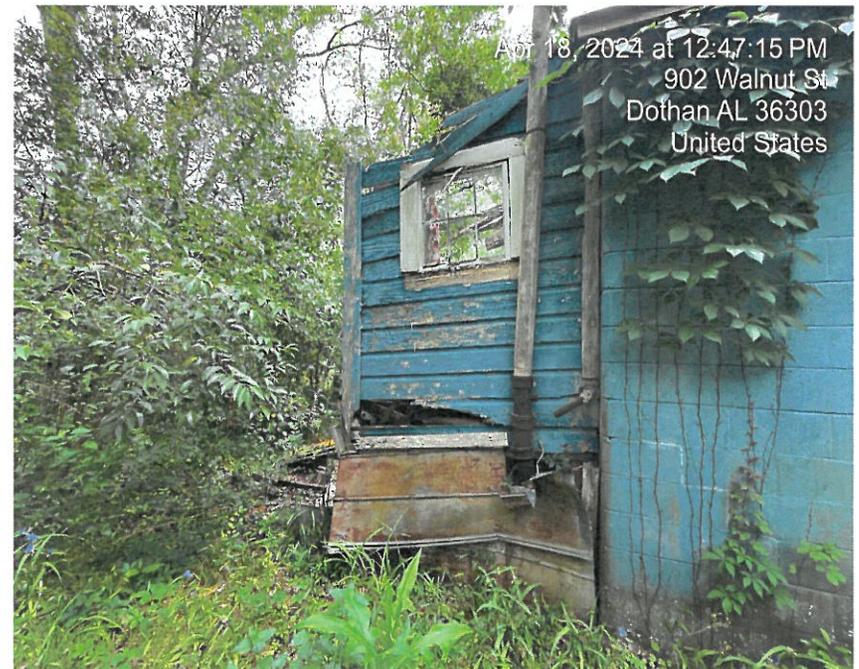
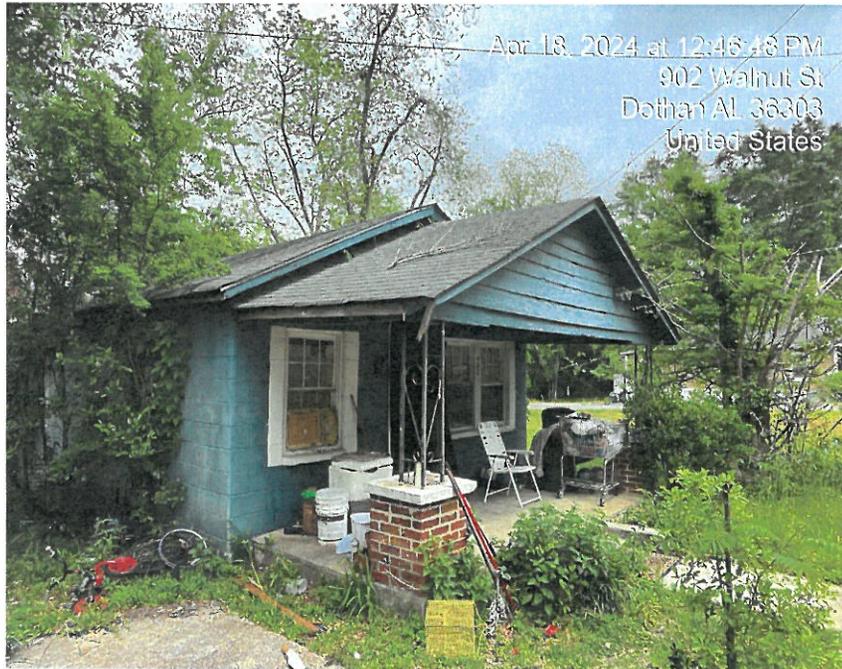
Nuisance Abatement 902 WALNUT ST.

THIS STRUCTURE IS UNSECURE, DILAPIDATED AND ABANDONED (THERE IS DAMAGE TO THE ROOF, BACK ADDITION COLLAPSE AND BROKEN WINDOWS AND DOORS. VAGRANCY ISSUES AS WELL)

- APRIL 18, 2024, COMPLAINT RECEIVED
- APRIL 18, 2024, STRUCTURE WAS INSPECTED
- APRIL 22, 2024, A VIOLATION NOTICE WAS SENT TO THE OWNER
- AUGUST 27, 2024, THE TITLE SEARCH WAS COMPLETED
- SEPTEMBER 23, 2024, LIS PENDENS WAS FILED WITH HOUSTON COUNTY
- SEPTEMBER 25, 2024, A NOTICE OF UNSAFE BUILDING WAS MAILED TO THE OWNER
- SEPTEMBER 25, 2024, A NOTICE OF UNSAFE BUILDING WAS POSTED ON THE STRUCTURE
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
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Nuisance Abatement 902 WALNUT ST.





Nuisance Abatement *.... 902 WALNUT ST.*





Nuisance Abatement
.... 1722 REEVES ST.

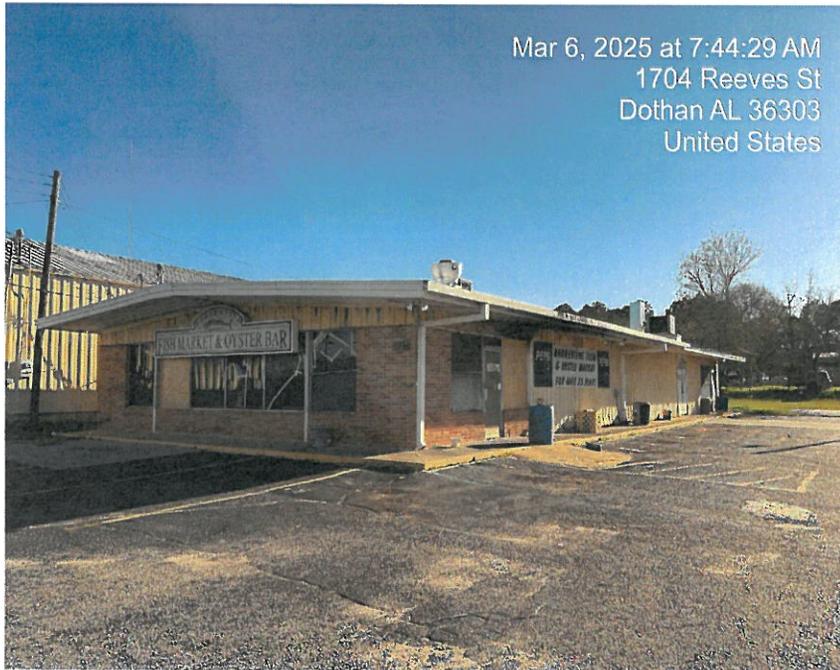
**THIS STRUCTURE IS UNSAFE, UNSECURE AND ABANDONED
(THIS A BURNED STRUCTURE)**

- MARCH 6, 2025, COMPLAINT RECEIVED
- MARCH 6, 2025, STRUCTURE WAS INSPECTED
- MARCH 6, 2025, A CONDOLENCE FIRE LETTER WAS SENT TO THE OWNER
- MARCH 25, 2025, A VIOLATION NOTICE WAS SENT TO THE OWNER
- AUGUST 1, 2025, DEMAND LETTER WAS SENT TO THE OWNER
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Nuisance Abatement

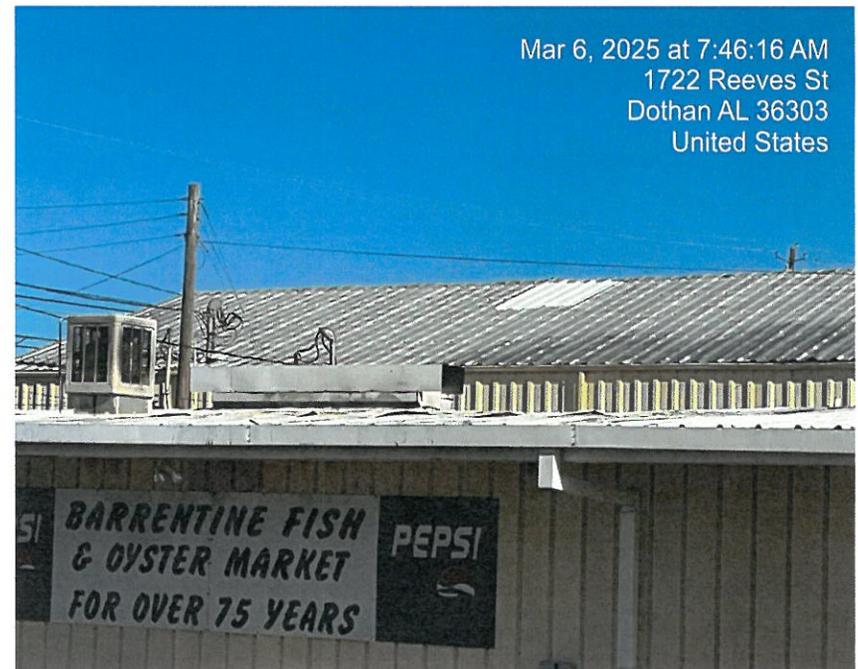
.... 1722 REEVES ST.





Nuisance Abatement

.... 1722 REEVES ST.



ORDINANCE NO. _____

**AMENDING CHAPTER 98 – TRAFFIC AND VEHICLES
ARTICLE VIII. – NEIGHBORHOOD TRAFFIC CALMING TO UPDATE THE
SUPPLMEMENTAL LIST OF STREETS INELIGIBLE FOR TRAFFIC CALMING**

WHEREAS, the City of Dothan Board of Commissioners finds that the removal of Fairview Avenue from the supplemental list of streets ineligible for traffic calming is in order.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Dothan, Alabama, as follows;

Section 1. That Chapter 98 – Traffic and Vehicles, Article VIII. – Neighborhood Traffic Calming, Section 98-302, (i) is hereby amended to remove Fairview Avenue from the supplemental list of streets ineligible for traffic calming, as follows:

CHAPTER 98 – TRAFFIC AND VEHICLES

ARTICLE VIII. NEIGHBORHOOD TRAFFIC CALMING

Sec. 98-302. Conditions for installing neighborhood traffic calming devices.

- (i) *Supplemental list of streets ineligible for traffic calming.* The following streets being considered as commercial, industrial, collector, and/or arterial in nature will not be considered for traffic calming:

Adams Street	Green Valley Road	Redmond Road
Airport Drive	Grey Hodges Road	Rollins Avenue
Alice Street	Haisten Drive	Rowland Road
Appletree Street	Hedstrom Drive	Royal Parkway
Baggett Road	Hicks Road	Sanitary Dairy Road
Barrington Road	Horace Shepard Road	Second Avenue
Bic Road	Hostdale Drive	Selma Street (East & West)
Blackman Road	Huskey Road	Shady Lane (North & South)
Bob Hall Road	Industrial Road	Simms Road
Briarcliff Road	Inez Road	Smith Road
Bruner Road	J. Steele Road	Southgate Road
Burdeshaw Street (East & West)	Jeffcoat Industrial Drive	Speigner Street
Burkett Road	Kelley Drive	Stadium Street
Carroll Street	Kelly Springs Road	Starling Road
Catalpa Avenue	Kraft Road	Stephanie Lane
Cherokee Avenue (North & South)	Lena Street	Technology Drive
Cherry Street	Lingo Road	Timbers Drive
Chickasaw Street	Loftin Road	Troy Street
Coe Dairy Road	Lonsdale Drive	Twitchell Road
Crawford Street	Loraine Road	Vulcan Way
Drew Road	Lucy Grade Road	Wallace Drive
Dunn Road	McCallister Road	Washington Street
Dusy Street	Mimosa Drive	Wayne Road
Earline Road	Miskell Drive	Wedgewood Drive
Edgewood Drive	Moffet Road	W.G. Bond Road
Ennis Road	Moore Road	Whitaker Road
Fairview Avenue	Museum Avenue	Wiggins Road
Faulkner Road	National Road	Wilson Street (East & West)
Festival Drive	Newton Street	Wiregrass Drive
First Avenue	Oppert Road	Wise Drive
Foster Street	Parramore Road	Woodburn Drive
Franklin Street	Plum Road	Woodham Road
Fuller Road	Powell Street	Zenith Road
Geiger Road	Race Track Road	

Section 2. That the City Clerk of the City of Dothan is hereby ordered and directed to cause this ordinance to be published.

Section 3. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately from and after the date of its final passage and adoption.

PASSED, ADOPTED, AND APPROVED ON _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

NOTICE

Notice is hereby given that on the 6th day of January, 2026, the Board of Commissioners of the City of Dothan, Alabama, will consider for passage and adoption at its regular meeting in the Commission Chamber in the City Hall of said City the following ordinance at which time all persons who desire shall have an opportunity of being heard in opposition to or in favor of said ordinance.

ORDINANCE NO. _____

BE IT ORDAINED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. As authorized by the State of Alabama Code, 1975, Section 11-52-70, municipal corporations may, from time to time, rearrange or alter the boundaries of the various zoning districts by adoption of an ordinance describing such alteration.

Section 2. The Planning Commission of the City of Dothan, Alabama did on November 19, 2025, and after public notice as required by law and codified in Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, hold a public hearing and did recommend rezoning the land as described below. All citizens had the opportunity to speak in favor or in opposition to amending the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the Planning Commission of the City of Dothan, Alabama. The proposed amendment follows:

Section 3. The following described land, owned by R & S of South Alabama, LLC, now zoned A-C, Agricultural-Conservation District, is hereby rezoned and classified as R-2, Residential Single-Family, Medium Density, and shown on the Zoning Map of the City of Dothan, Alabama:

One tract or parcel of land in Dale County, Alabama as surveyed by Branton Land Surveyors as per plat dated June 23, 2005 and being more particularly described as follows: beginning at an existing iron pipe on the Southwesterly r/w of Bethlehem Road (60' r/w) marking the intersection of the West line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of section 1, T3N, R25E and from said point run S 01°-41'-48"E along the West line of said forty a distance of 154.60 feet to an existing iron pipe and the SW corner thereof; thence S 01°-35'-18"E along the west line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ a distance of 1329.18 feet to an existing iron pipe and the SW corner thereof; thence N 85°-03'-33"E along the South line of the last mentioned forty a distance of 1359.96 feet to an existing iron pipe and the SE corner thereof; thence N 01°-44'-41"W along the East line of said forty a distance of 178.46 feet to an existing iron pipe; thence N 43°-38'-48"W a distance of 562.19 feet to an existing iron pipe; thence N 58°-21'-53"E a distance of 187.07 feet to an existing iron pipe on the Southwesterly r/w of the above mentioned road; thence N 58°-16'-14"W along said r/w and curve to the left having a radius of 4666.14 feet a chord distance of 572.99 feet to a set iron pipe; thence continue along said r/w N 60°-31'-18"W a distance of 775.13 feet to the point of beginning. Said land being located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the above mentioned section and containing 29.931 acres, more or less.

Section 4. That portions of said Zoning Map of the City of Dothan, Alabama, referred to in said Chapter 114 of the Code of Ordinances, which have been zoned and classified as set out above to be changed to show aforesaid rezoning and classification.

PASSED, ADOPTED, AND APPROVED ON _____.

Mayor

ATTEST:

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

I hereby certify that the above ordinance/notice was published once a week for two consecutive weeks in THE DOTHAN EAGLE on December 4, 2025 and December 11, 2025.

City Clerk

I, Wendy Shiver, do hereby certify that a synopsis of the above ordinance was published in THE DOTHAN EAGLE, a newspaper of general circulation and published in the City of Dothan, Alabama, on _____.

City Clerk

I hereby certify that a copy of the above ordinance has been filed in the Office of the Probate Judge together with a map pertaining thereto.

City Clerk

Bethlehem Road (Dale County) Parcel ID 26-17-01-01-0-000-012-000

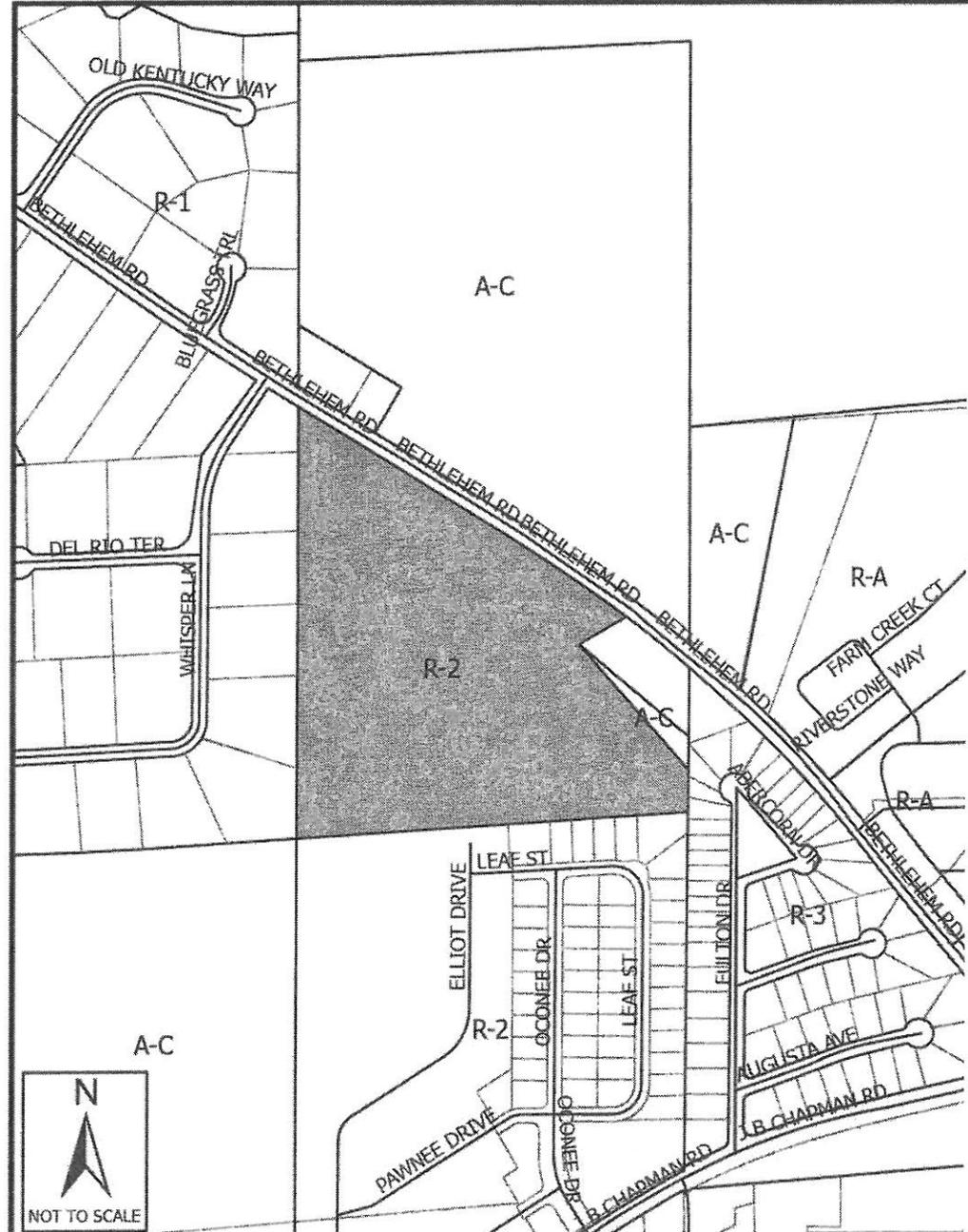
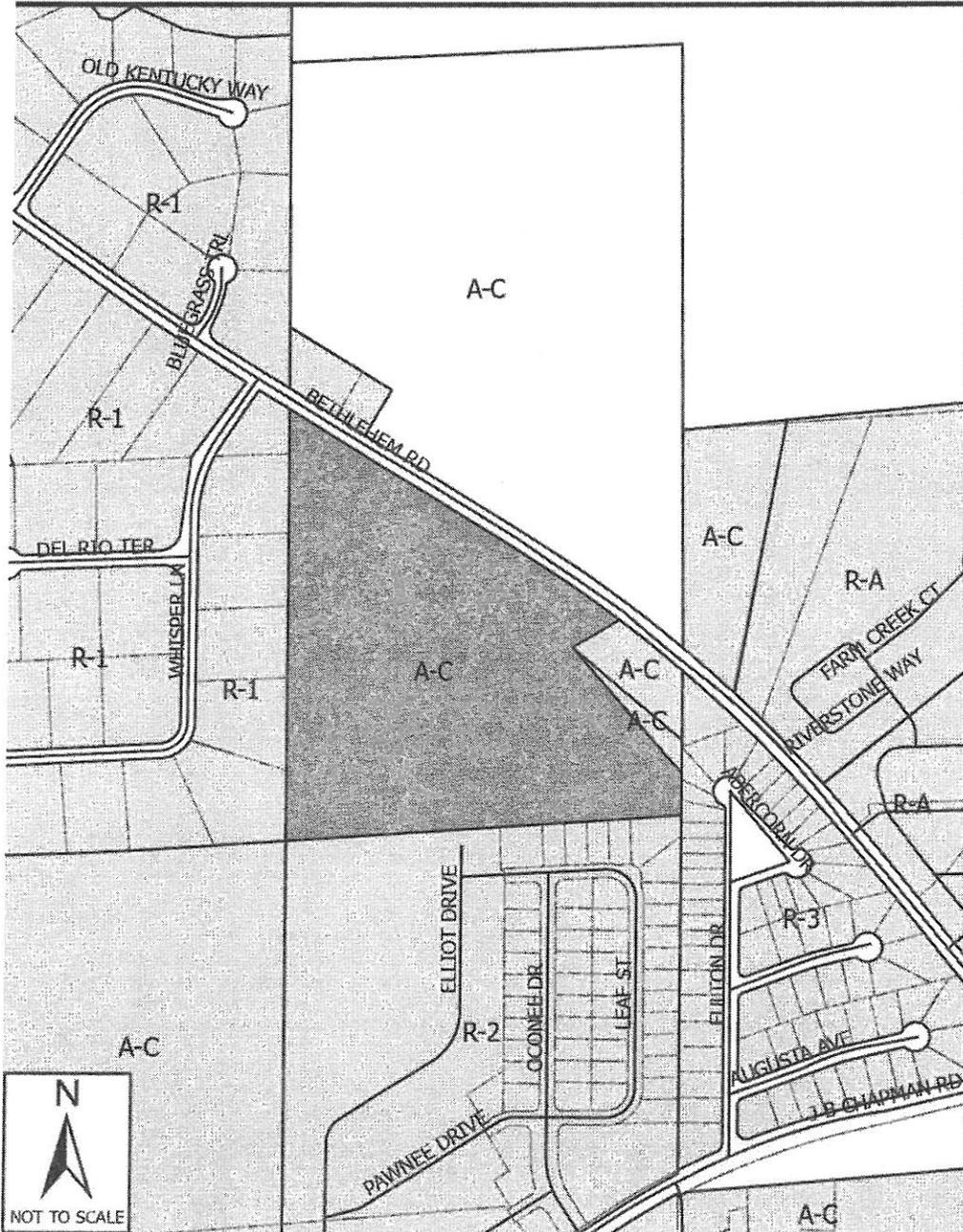
Current Zoning

A-C: Ag Conservation

Residential SF, Very Low Density

Proposed Zoning

R-2: Residential Single-Family, Medium Density



RESOLUTION NO. _____

BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into an Economic Development Agreement with Dothan Nurseries, Inc. to provide financial assistance for a Development Project to construct and equip a new large covered greenhouse on the site of an existing retail nursery and garden facility located at 1300 Montgomery Highway, at an amount not to exceed \$60,000.00, over a period of ten (10) years based on sales tax generated on retail sales derived solely from the operation of Dothan Nurseries, which said agreement is attached to and made part of this resolution.

Section 2. That Mark Saliba, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute said agreement for and in the name of the City of Dothan, which shall be attested by the City Clerk.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

ECONOMIC DEVELOPMENT AGREEMENT

Dated January 6, 2026

Between

THE CITY OF DOTHAN, ALABAMA

AND

DOTHAN NURSERIES, INC.

This **ECONOMIC DEVELOPMENT AGREEMENT** is made and entered into as of January 6, 2026, by and between the City of Dothan, Alabama, a municipal corporation and political subdivision of the State of Alabama (the “**City**”) and Dothan Nurseries, Inc., an Alabama corporation (the “**Developer**”).

RECITALS:

A. For and in consideration of certain incentives hereinafter described, as a condition precedent to the partial funding of certain capital improvements to construct and equip a new large covered greenhouse on the site of an existing retail nursery and garden facility known as “Dothan Nurseries,” which is located at 1300 Montgomery Highway, Dothan, Alabama 36303 (the “**Project Site**”) and is within the city limits of the City, the City has delivered this Economic Development Agreement (this “**Development Agreement**”) for the benefit of the Developer, who, as owner, will construct a new large covered greenhouse on the Project Site (the “**Development Project**”). Pursuant to Amendment No. 772 of the Constitution of Alabama of 1901 (“**Amendment No. 772**”), the City will provide for the payment of funding obligations described herein as the same become due and payable. Amendment No. 772 authorizes the City to lend its credit to or grant public funds and things of value in aid of or to any business entity for the purpose of promoting the economic development of the City. The City has determined that entry into this Development Agreement will: (i) promote economic and commercial development within the City; (ii) create quality jobs within the City; (iii) increase the tax revenues in and around the City; (iv) stimulate the local economy; (v) promote the location, expansion and retention of commercial enterprises in the City; (vi) preserve and improve the aesthetic quality of commercial development, inuring to the economic health of the City; and (vii) improve the general welfare and quality of life for citizens in the City. Further, the City has determined that the expenditure of the public funds for the purposes specified herein for the Development Project will serve a valid and sufficient public purpose, notwithstanding any incidental benefits accruing to any private entity or entities, and further, have determined that the entry into the agreements and transactions described herein is in the best interest of the health, safety, and welfare of the citizens in and around the City.

B. The City endorses and believes it is in the public interest to enter into this Development Agreement to provide financial assistance for the Development Project to improve the Project Site in order to attract new commercial development, to sustain and improve existing commercial enterprises and in order to induce the Developer to invest in the construction and equipping of the Project and to increase employment levels within the corporate limits of the City. The City further believes these inducements will promote continued economic and commercial development of the City and, accordingly, are for a public purpose consistent with and in furtherance of the objectives of Amendment No. 772.

C. This Development Agreement embodies the terms, conditions, obligations and agreements of the parties hereto and is intended to be a valid, binding and enforceable agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants, terms, conditions, and agreements contained herein, the City and the Developer hereby covenant, agree, and bind themselves as follows:

ARTICLE I

DEFINITIONS

1.1 “Development Project” shall mean the construction and equipping of a new large covered greenhouse on the site of an existing retail nursery and garden facility known as “Dothan Nurseries,” which Project Site is located at 1300 Montgomery Highway, Dothan, Alabama 36303.

1.2 “Payment Date” shall mean each of the dates set forth in Section 3.3 below after the condition precedent described in Section 3.4 is satisfied.

1.3 “Project Site” shall mean that certain retail nursery and garden facility located at 1300 Montgomery Highway, Dothan, Alabama 36303 and upon which the Project is to be constructed and equipped as described above as the Development Project.

1.4 “Sales Tax Revenue” shall mean the four percent (4.0%) sales tax levied, collected and received by the City on all retail sales in the City.

1.5 “Sales Tax Project Revenue” shall mean two percent (2.0%) of the Sales Tax Revenue levied, collected and received by the City on all retail sales derived solely from the operation of the Developer at the Project Site.

1.6 “Term” means the period set forth in Article VI below.

ARTICLE II

DEVELOPER’S AGREEMENT

2.1 Obligations of the Developer.

(a) In consideration for the City’s obligations hereunder, the Developer hereby agrees as follows:

(i) during the Term hereof, to design, construct and equip, either itself or through contractors, a new large covered greenhouse facility upon the Project Site in a good, workmanlike and timely manner in accordance with the Developer’s plans and specifications (the “**Plans & Specifications**”), said drawings to be in compliance with all City building codes and ordinances and requisite inspections – the cost of said Project estimated to be Four Hundred Thousand Dollars (\$400,000.00); and

(ii) the Developer agrees to obtain all required permits and to comply with all City building codes;

(iii) the Developer acknowledges and agrees that the Amendment 772 program sets certain minimum requirements which the City must adhere to, and to induce the City to enter into this Development Agreement, the Developer agrees that the design, development, and construction of the Development Project will exceed the minimum requirements approved by the City for the Development Project; and

(iv) to fully comply with the terms and provisions of this Agreement.

(b) Following the completion of the design and construction of the Project on the Project Site and the improvements thereon and continuing for the duration of the Term (hereinafter defined) of this Development Agreement, the Developer will continue to maintain and keep the Project Site in good repair.

2.2 Compliance with Laws. The Developer shall continue to comply in all material respects with all federal, state, local and other statutes, ordinances, judgments, rulings, and regulations relating to environmental pollution or environmental regulation or control.

ARTICLE III

PUBLIC ASSISTANCE – SOURCE OF DEVELOPMENT FUNDS; ISSUANCE OF LIMITED WARRANT OR EVIDENCE OF INDEBTEDNESS

3.1 In consideration of the covenants, terms, conditions and obligations of the City and the Developer contained herein and of the respective representations and warranties of the Developer and the City set forth in Article V below, the City, subject to the contingencies hereinafter described, hereby agrees to pay to the Developer, for the sole purpose of assisting in the renovation, reconstruction, and equipping of the Development Project on the Project Site, up to the sum of Sixty Thousand Dollars (\$60,000.00) in the aggregate for all gross sales at the Project Site in excess of \$1,790,000, payable in the amount and in the manner provided in Section 3.3 hereof. The amount paid shall be administered by the City and paid from the Sales Tax Project Revenue identified in Section 3.2 below.

3.2 The amount paid to the Developer hereunder shall be funded as a rebate of the Sales Tax Project Revenue portion of the Sales Tax Revenue within twenty (20) days after the end of any calendar month that sales tax returns are submitted to the City and all payments due thereunder are processed. The Developer shall timely file with the City all sales tax returns together with all payments due thereon.

3.3 The local City sales tax currently levied by the City on retail sales is four cents (\$.04) (i.e. – 4%), of which, two cents (\$.02) (i.e. – 2%) is herein pledged by the City as the sole source of funding of the City's payment obligation hereunder. The obligation of the City to make the incentive payments is limited to the Sales Tax Project Revenue actually collected and received by the City. The payments shall be made in the following manner:

(a) The City will annually rebate to the Developer the Sales Tax Project Revenue amount actually collected by the City for the prior twelve-month period of operation of the Developer's Dothan Nurseries operation on the Project Site (a "Fiscal Year of Operation"). The City will make said annual payments within forty-five (45) days after the expiration of each Fiscal Year of Operation. Annual payments shall commence within 45 days after the end of the first Fiscal Year of Operation after completion of the Development Project (the "Payment Commencement Date"). For purposes of this Development Agreement, the Development Project shall be deemed completed upon issuance by the appropriate City department of a Certificate of Occupancy for the expansion.

(b) The payments shall not exceed the total capital expenditures of the Developer at the Project Site, and all payments shall cease on the earlier of (i) the date that the Developer is reimbursed the full Project amount (i.e. – a maximum of \$60,000.00 or such lesser amount if the Developer expends less than \$400,000.00) or (ii) the expiration of the Term hereof. Notwithstanding the foregoing, at no time shall the annual rebate payment by the City exceed \$60,000 from the sales tax levied, collected, and received, regardless of the actual amount of sales tax levied, collected, and received.

3.4 The Developer shall provide the City with a final schedule of capital expenditures for the Development Project made by the Developer at the Project Site in such detail as the City may require to verify the Developer's investment at the Project Site which qualifies for reimbursement from the Sales Tax Project Revenue.

3.5 The City's obligation to perform its obligations under this Development Agreement is contingent upon the Developer complying in full with its covenants and obligations contained in this Development Agreement.

3.6 The obligation of the City to make the payments set forth in Section 3.3 for the Development Project shall never constitute an indebtedness of the City within the meaning of any constitutional debt limits or other similar statutory provision.

ARTICLE IV

CONTINGENCIES; REPRESENTATIONS AND WARRANTIES

4.1 CONTINGENCIES.

The City's obligations hereunder are contingent upon the following:

(a) Developer's strict compliance with the terms and conditions of this Development Agreement.

(b) Developer proceeds to diligently complete the Project in a timely and good, workmanlike manner.

4.2 REPRESENTATIONS AND WARRANTIES OF THE CITY.

The City makes the following representations and warranties:

(a) The City is a validly existing public corporation and political subdivision of the State of Alabama.

(b) This Development Agreement is made and delivered by the City pursuant to the provisions and authority of Amendment No. 772.

(c) The Project Site is within the corporate limits of the City, and the City has determined that the Project will be of substantial economic benefit to and will enhance the general welfare of the citizens of the City, Houston County, and the State of Alabama.

(d) The City has the corporate power and authority to enter into this Development Agreement and to carry out its obligations hereunder. By proper corporate action, the City has duly authorized the execution, delivery and performance of this Development Agreement.

(e) The use of the Sales Tax Project Revenue are earmarked for and may be used solely for the costs of the Project.

(f) Upon final payment of all amounts due hereunder to the Developer after completion of the construction of the commercial building and improvements on the Project Site or upon expiration of the Term hereof, whichever shall first occur, the City shall have no further obligations, duties, or responsibilities hereunder.

4.3 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

The Developer makes the following representations and warranties:

(a) The Developer is an Alabama corporation, validly existing and in good standing in the State of Alabama.

(b) The Developer has the corporate power and authority to enter into this Development Agreement and to carry out its obligations hereunder, and by proper corporate action, the Developer has duly authorized the execution, delivery, and performance of this Development Agreement.

(c) The Developer will develop the Project Site by designing, renovating, reconstructing and equipping the Project on the Project Site to enhance the retail clothing and accessory business thereon, which will enhance employment and the City's ad valorem and sales and use tax base.

(d) Neither the execution nor the performance of this Development Agreement by the Developer will constitute or will result in the breach or violation of any contract, lease, mortgage, bond, indenture, franchise, permit, statute, or agreement of any nature to which the Developer is a party or to which it is subject.

ARTICLE V

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and agreements of the City and the Developer shall survive the expiration of this Development Agreement for a period of three (3) years.

ARTICLE VI

DURATION OF AGREEMENT

Subject to the survival provisions of Article V above, the obligations of the City and the Developer shall arise upon the execution and delivery of this Development Agreement by all parties hereto and shall continue in full force and effect for ten (10) years from the Payment Commencement Date hereunder (the “**Term**”).

ARTICLE VII

NOTICES

Any written notice or other written communication to be given to the City under this Economic Development Agreement may be given by mailing the same to the Mayor, City of Dothan, Alabama, 126 North St. Andrews Street, Dothan, Alabama 36303. Any written notice to be given to the Developer hereunder may be given by mailing the same to 1300 Montgomery Highway, Dothan, Alabama 36303.

ARTICLE VIII

GOVERNING LAW; NON-ASSIGNABILITY

This Development Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This Development Agreement and the use of the Sales Tax Project Revenue are specific to the Developer and the Project, respectively, and are not to be assigned by the Developer.

ARTICLE IX

LIMITATION OF LIABILITY

In no event shall any party hereto be liable under this Development Agreement to any other party hereto for any special, incidental, consequential, exemplary, or punitive damages.

ARTICLE XI
COUNTERPARTS

This Development Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

CITY OF DOTHAN, ALABAMA

By: _____
Mark Saliba, Mayor

ATTEST:

By: _____
Wendy Shiver, City Clerk

DOTHAN NURSERIES, INC.

By: _____
John David Boone, President

RESOLUTION NO. _____

A RESOLUTION RATIFYING PUBLICATION OF NOTICE PUBLISHED WITH RESPECT
TO CERTAIN ACTIONS TO BE TAKEN, INCLUDING PARTICIPATION WITH
THE ECONOMIC DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF DOTHAN, ALABAMA
AND DOTHAN NURSERIES, INC. AND AUTHORIZING THE ISSUANCE OF
THE CITY'S 2026 LIMITED OBLIGATION REVENUE WARRANT IN REGARDS THERETO

BE IT RESOLVED BY THE MEMBERS OF THE CITY COMMISSION OF THE CITY OF DOTHAN,
ALABAMA (the "City") as follows:

Section 1. The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find and determine and declare that, in order to promote economic development in the City for the general welfare of the citizens of the City, Houston County and the State of Alabama, has received an application for economic assistance from Dothan Nurseries, Inc., an Alabama corporation.

Section 2. The City published a notice in the *Dothan Eagle* on December 18, 2025, in order to inform the public of certain actions the City desires to take to improve and induce economic development in the City for the public good by promoting expansion and retention of business enterprises within the City to increase employment opportunities, to increase tax revenue and to promote and development for the public good and welfare, trade, commerce and industry.

Section 3. The City Clerk, acting on behalf of the City Commission, published a Legal Notice of Public Meeting (the "Amendment 772 Notice") in the *Dothan Eagle*, which notice was at least seven (7) days prior to the next scheduled meeting of the City Commission for the City of Dothan, said Amendment 772 Notice read as follows:

"LEGAL NOTICE
OF A PUBLIC MEETING
AND PUBLIC HEARING
OF
CITY OF DOTHAN, ALABAMA

Regarding Economic Development Action Under Alabama Constitutional Amendment No. 772

Notice was given that the City Commission of the City of Dothan, Alabama (the "City"), will meet in public session and conduct a public hearing at 10:00 a.m. on January 6, 2026, in the Commission Chambers in the Dothan Civic Center, Room 203 located at 126 North St. Andrews Street, Dothan, Alabama 36303, for the purpose of considering the transaction of business that may properly come before the City, such business to include, but not be limited to, the consideration of the proposed payment by the City of up to \$60,000 for all gross sales at the Project Site (hereinafter defined) in excess of \$1,790,000 as an inducement to Dothan Nurseries, Inc., an Alabama corporation (the "Developer"), to construct and equip at an estimated cost of Four Hundred Thousand Dollars (\$400,000.00) a new large covered greenhouse for the retail nursery and garden facility known as "Dothan Nurseries" (the "Project"), which is located at 1300 Montgomery Highway, Dothan, Alabama 36303 (the "Project Site").

The City will enter into an Economic Development Agreement (the "Development Agreement") between the City and the Developer pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended, and the payment by the City to the Developer, which will be an amount not to exceed \$60,000 over a period of ten years, will be administered by the City and will be paid to the Developer incrementally for all gross sales at the Project Site in excess of \$1,790,000 from two percent (2.0%) of the four percent (4.0%) sales tax revenue levied, collected and received by the City on retail sales derived solely from the operation of Dothan Nurseries.

The City seeks to issue a limited warrant or other form of indebtedness to evidence its obligations and undertakings set forth in the Development Agreement to offer public assistance to promote the local economic, commercial, and industrial development of the City; to promote the expansion and retention of business enterprise within the City; to increase employment in the City; to promote and develop for the public good and welfare additional trade, commerce, industry, and employment opportunities in the City; to increase the tax and revenue base of the City and to promote the general welfare, convenience, order, and prosperity of the citizens of the City, Houston County and the State of Alabama. The economic growth and anticipated increase in new employment, tax revenues and other benefits will directly benefit the City and serve a valid and sufficient public purpose.

The Commission is expected to determine at its public meeting that the issuance of public assistance contemplated in connection with the transactions described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to the Company or any other private entity or entities.

All interested persons may examine and review the Development Agreement and all relevant documents and make copies thereof at their personal expense at the offices of the City Clerk of the City at the Dothan Civic Center, Room 213, 126 North St. Andrews Street, Dothan, Alabama 36303, during normal business hours, before and after the meeting of the City Commission referenced herein. Further information concerning the information in this notice can be obtained from the City Clerk at the City Clerk's office, Dothan Civic Center, Room 213, 126 North St. Andrews Street, in Dothan, Alabama 36303, during normal business hours."

Section 4. A public meeting was held on January 6, 2026, in accordance with the above-published notice, and the public was given an opportunity to offer comment or objection.

Section 5. The City proposes to enter into an Economic Development Agreement with Dothan Nurseries, Inc., an Alabama corporation (the "Developer") to induce the Developer to construct and equip at an estimated cost of Four Hundred Thousand Dollars (\$400,000.00) a new large covered greenhouse on the retail nursery and garden facility site known as "Dothan Nurseries" and which is located at 1300 Montgomery Highway, Dothan, Alabama 36303 (the "Project Site"), said Economic Development Agreement to be dated the date of delivery to the Developer, pursuant to Amendment No. 772 to the Constitution of Alabama 1901, as amended ("Amendment 772"), as a limited obligation of the City to provide for annual payments by the City of up to a maximum principal amount of \$60,000, payable for all gross sales at the Project Site in excess of \$1,790,000 solely from two percent (2.0%) (the "Pledged Revenues") of the four percent (4.0%) sales tax revenue levied, collected and received by the City on retail sales derived solely from the operation of Dothan Nurseries where the proposed greenhouse is to be installed on the Project Site. The City shall issue its 2026 Limited Obligation Revenue Warrant evidencing the City's limited obligation to pay up to \$60,000 to the Developer.

Section 6. The 2026 Limited Obligation Revenue Warrant of the City shall be in substantially the following form with appropriate insertions, omissions or revisions to comply with the provisions hereof to accurately reflect the correct date and other information to complete the 2026 Limited Obligation Revenue Warrant:

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAW (OR ANY SUCH SIMILAR SUBSEQUENT LEGISLATION). THIS WARRANT MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE PROVISIONS HEREOF.

[THIS WARRANT DOES NOT BEAR INTEREST]

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF DOTHAN, ALABAMA

2026 LIMITED OBLIGATION REVENUE WARRANT

No. R-1

\$60,000.00

Issuance Date

Maturity

January 6, 2026

December 1, 2035
Subject to the terms
of the Economic
Development Agreement

The City of Dothan, Alabama, a municipal corporation organized under the laws of the State of Alabama (the "City"), for value received, hereby acknowledges itself indebted, pursuant to the terms of that certain Economic Development Agreement (the "Economic Development Agreement"), dated of even date herewith, by and between the City and Dothan Nurseries, Inc., an Alabama corporation (the "Company"), and to the limited extent hereinafter specified, promises to pay to the Company up to a maximum principal sum of

SIXTY THOUSAND DOLLARS

and hereby directs and orders the City Clerk, as custodian of the revenue, after costs of collection, to pay to the Company annually for all gross sales at the Project Site in excess of \$1,790,000 from two percent (2.0%) (the "Pledged Revenues") of the four percent (4.0%) sales tax revenue (none of which is earmarked for education) levied, collected and received by the City and derived solely from the operation of Dothan Nurseries on the Project Site located at 1300 Montgomery Highway, Dothan, Houston County, Alabama 36303, the principal sum so levied, collected, and received by the City for the prior fiscal tax year of the City, without interest, commencing December 1, 2026 or upon any subsequent date to which the City may agree (the "Payment Commencement Date"). Thereafter, as long as the Company is not in default and the Economic Development Agreement has not been terminated, the City shall make annual payments during the Term hereof (as defined in the Economic Development Agreement) until the earlier of (i) the date that the principal amount of this 2026 Limited Obligation Revenue Warrant is paid in full, (ii) the thirtieth day after the date of written notice given by the City to the Company of an event of default by the Company which has not been cured, or (iii) ten years (i.e. - December 1, 2035 - in any such event, the "Termination Date"). Commencing with the first year of the Term (as defined in the Economic Development Agreement) immediately following the year of the Payment Commencement Date, unless the Company is in default, the City shall make payment to the Company on the first day of December of each year during the Term or until the principal amount of this 2026 Limited Obligation Revenue

Warrant is paid in full. The principal hereof shall be payable in lawful money of the United States of America at the principal office of the Company in the City of Dothan, Alabama.

This 2026 Limited Obligation Revenue Warrant is duly authorized and issued in a principal amount not to exceed \$60,000.00 for purposes for which warrants are authorized to be issued by the City, pursuant to a Resolution duly adopted by the Board of Commissioners of the City, the governing body of the City, at its regular meeting duly and legally held on January 6, 2026, to the Economic Development Agreement and to the constitution and laws of the State of Alabama, including particularly the provisions of Amendment 772 to the Constitution of Alabama (1901) (Section 94.01(a)(3) of the Recompiled Constitution of Alabama hereinafter referred to as Amendment No. 772) (the Enabling Law”).

Reference is hereby made to the terms and provisions of the Economic Development Agreement to which all terms and provisions the Company, in acceptance of the 2026 Limited Obligation Revenue Warrant, assents and agrees to be bound.

The indebtedness evidenced by this 2026 Limited Obligation Revenue Warrant is a limited obligation of the City payable solely from the Pledged Revenues and from no other source. The Pledged Revenues are hereby identified by the City as the Warrant Fund from which all payments shall be made, and such amounts levied. Pursuant to the Enabling Law, the City has irrevocably pledged the Pledged Revenues comprising the Warrant Fund for payment of any amounts due under this 2026 Limited Obligation Revenue Warrant. The City, if the Company is not in default and the Economic Development Agreement has not been terminated, will commence payment of the amounts collected from the Pledged Revenues on the Payment Commencement Date and will continue payments thereafter on each Payment Date during the Term until the Termination Date.

It is hereby certified that the amount ordered paid by this 2026 Limited Obligation Revenue Warrant will be lawfully due at its maturity; that this 2026 Limited Obligation Revenue Warrant has been registered as a claim against the Pledged Revenues as hereinabove defined; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to or in the issuance of this 2026 Limited Obligation Revenue Warrant exist, have been performed, have happened and have been duly complied with; and that the indebtedness evidenced and ordered paid by this 2026 Limited Obligation Revenue Warrant does not constitute an indebtedness of the City for purposes of the City’s debt limit as prescribed in the constitution and laws of the State of Alabama.

The representations and covenants contained in this 2026 Limited Obligation Revenue Warrant, the Economic Development Agreement, or in any of the documents, instruments or certificates authorizing the issuance of the 2026 Limited Obligation Revenue Warrant or executed in connection therewith (collectively, the “Development Documents”) do not constitute a personal or pecuniary liability or charge against the general credit of the City, nor shall the 2026 Limited Obligation Revenue Warrant constitute an obligation of any county or municipal corporation in the State of Alabama. The City shall not be obligated to pay the principal evidenced by the 2026 Limited Obligation Revenue Warrant except with the proceeds of the Pledged Revenues and no other source, and neither the full faith and credit nor the taxing power of any county or municipality in the State of Alabama is pledged to payment of the principal amount evidenced by the 2026 Limited Obligation Revenue Warrant.

The 2026 Limited Obligation Revenue Warrant is issued as a fully registered warrant registered on the books of the City and is personal to the Company and non-transferrable, and the City shall not be bound by or affected by any attempt by the Company to assign the 2026 Limited

Obligation Revenue Warrant. Therefore, the Company is the only person in whose name the 2026 Limited Obligation Revenue Warrant is registered as the owner hereof for the purpose of receiving payment and for all other purposes, whether or not the 2026 Limited Obligation Revenue Warrant is overdue.

No covenant or agreement contained in this 2026 Limited Obligation Revenue Warrant or in any of the Development Documents shall be deemed to be a covenant or agreement of any commissioner, officer, agent or employee of the City, and neither any Member of the Board of Commissioners of the City nor any officer executing this 2026 Limited Obligation Revenue Warrant shall be liable personally on this 2026 Limited Obligation Revenue Warrant or be subject to any personal liability or accountability by reason of the issuance hereof.

Execution by the City Clerk as the Chief Administrative Officer of the City of the registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this 2026 Limited Obligation Revenue Warrant to be executed in its name by the Mayor, as Chief Executive Officer of the City, has caused its seal to be affixed hereon, has caused the said execution and seal to be attested by its City Clerk, as Chief Administrative Officer, and has caused this 2026 Limited Obligation Revenue Warrant to be dated January 6, 2026.

CITY OF DOTHAN, ALABAMA

By: _____
Mark Saliba, Mayor

ATTEST:

By: _____
Wendy Shiver, City Clerk

[S E A L]

DATE OF REGISTRATION: January 6, 2026

REGISTRATION CERTIFICATE

This 2026 Limited Obligation Revenue Warrant is issued pursuant to the within-mentioned ordinance and is registered as to principal on the books and records of the City of Dothan, Alabama, in the name of Dothan Nurseries, Inc., the sole holder, who shall be deemed the registered owner. The principal on this 2026 Limited Obligation Revenue Warrant shall be payable only to or upon the order of such registered owner.

**Registration As Claim Against
Pledged Revenues (Warrant Fund)**

I hereby certify that this 2026 Limited Obligation Revenue Warrant has been registered by me as a claim against the Pledged Revenues (Warrant Fund) referred to in this warrant.

City Clerk, as Chief Administrative Officer

(NO WRITING SHALL BE MADE ON THIS CERTIFICATE EXCEPT BY THE CITY CLERK AS CHIEF ADMINISTRATIVE OFFICER OF THE CITY OF DOTHAN, ALABAMA, WHO IS THE REGISTRAR FOR THE 2026 LIMITED OBLIGATION REVENUE WARRANT)

DATE OF REGISTRATION	IN WHOSE NAME REGISTERED	SIGNATURE OF AUTHORIZED REGISTRAR
January 6, 2026	Dothan Nurseries, Inc.	

Section 7. There has been prepared for and delivered to the City, and made available for public inspection, an Economic Development Agreement and a form of the proposed City's 2026 Limited Obligation Revenue Warrant with respect to the transactions described in the Amendment 772 Notice and the undertakings by the City in connection therewith (collectively, the "Economic Development Documents").

Section 8. It is necessary, desirable and in the best interests of the taxpayers and citizens of the City for the City to deliver the Economic Development Documents, to issue its 2026 Limited Obligation Revenue Warrant and to perform the agreements and undertakings of the City set forth therein.

Section 9. The City does hereby ratify and confirm the form and content of, and the statements set forth in the Amendment 772 Notice and the publication of the Amendment 772 Notice as set forth in these resolutions above.

Section 10. The City does hereby approve, adopt, authorize, ratify, and confirm the representations, warranties, agreements and covenants of the City set forth in, and the transactions to be undertaken by the City pursuant to the Economic Development Documents.

Section 11. The City does hereby approve, adopt and authorize the issuance of its 2026 Limited Obligation Revenue Warrant evidencing its obligation to pay the sums at the times, in the manner and from the source described in the Economic Development Documents.

Section 12. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Dothan, Alabama, the Economic Development Agreement between the City and Dothan Nurseries, Inc., a copy of which is on file in the office of the City Clerk, whereby the City agrees to pay to Dothan Nurseries, Inc. from the Pledged Revenues (as defined in the Economic Development Agreement) a portion of the sales tax revenue derived solely from the Project Site (at the times and in the manner described in the Economic Development Agreement), in order to promote economic development in the City which will improve the general welfare of the citizens of the City, Houston County and the State of Alabama.

Section 13. The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City, the City's 2026 Limited Obligation Revenue Warrant, a copy of which is on file in the office of the City Clerk, in order to evidence its obligation under the Economic Development Agreement, as set forth in Section 12 above.

Res. No. _____, authorizing the issuance of the City's 2026 Limited Obligation Revenue Warrant, in regards to the participation with the Economic Development Agreement by and between the City of Dothan, Alabama and Dothan Nurseries, Inc., continued.

Section 14. The Mayor is hereby authorized to take such further action as he deems necessary to effect the transactions contemplated in these Resolutions, and the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City any other instruments or documents which the Mayor deems necessary to effect the transactions contemplated in these Resolutions.

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

By: _____
Wendy Shiver,
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

This resolution shall take effect immediately.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE DEMOLITION OF A BUILDING(S) OR STRUCTURE(S) LOCATED IN THE CORPORATE LIMITS OF THE CITY OF DOTHAN, ALABAMA AT THE ADDRESSES AND ASSOCIATED PARCEL ID#'S NOTED IN SECTION 2 BELOW AND IN COMPLIANCE WITH SECTIONS 11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16, INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH ORDINANCE NUMBER 2024-343 OF THE CITY OF DOTHAN, ALABAMA; AND CALLING FOR THE CITY TO CAUSE SAID DEMOLITION TO BE PERFORMED AND DIRECTING THE CITY ATTORNEY AND THE CITY CLERK TO CAUSE THE COST OF SUCH DEMOLITION TO BE CHARGED AGAINST THE LAND ON WHICH THE BUILDING OR STRUCTURE EXISTS AS A MUNICIPAL LIEN OR CAUSE SUCH COST TO BE RECOVERED IN A SUIT AT LAW AGAINST THE OWNER OR OWNERS

WHEREAS, the Appropriate Municipal Official of Dothan, Alabama, determined that the condition of the building(s) or structure(s) located at the addresses and associated Parcel I.D. Number(s) as noted below in Section 2 is in such a condition as to make it dangerous to the life, health, property, morals, safety, or general welfare of the public or the occupants.

WHEREAS, contemporaneously with the filing of "Finding of Public Nuisance, Notice and Order to Remedy and Notice of Lis Pendens" on September 9, 2025, a copy of same was sent via certified mail, properly addressed and postage prepaid, to:

A. All person or persons, firm, association, or corporation last assessing the subject property for state taxes to the address on file in the Houston County Revenue Commissioner's Office,

B. The record property owner or owners (including any owner or owners of an interest in the subject property) as shown from a search of records of the office the Judge of Probate of Houston County, Alabama, at the owner or owners' last known address and at the address of the subject property,

C. All mortgagees of record as shown from a search of the records of the office of the Judge of Probate of Houston County, Alabama, to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the Appropriate Municipal Official,

D. All lien holders of record as shown from a search of the records of the office of the Judge of Probate of Houston County, Alabama to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the Appropriate Municipal Official,

E. Such other persons who are otherwise known to the Appropriate Municipal Official who could have an interest in the subject property.

Res. No. _____, finding cause for demolition, continued

WHEREAS, contemporaneously with the filing of the "Finding of Public Nuisance, Notice and Order to Remedy, and Notice of Lis Pendens", a copy of the same was posted at or within three feet of an entrance to the building on the subject property and posted in public places located within the City: 1st floor, Civic Center at the Public entrance and the 2nd floor, Civic Center outside Board of Commissioners/Mayor/City Manager's offices.

WHEREAS, notice that the Appropriate Municipal Official has made a finding that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was also given to all interested parties and to the public at large by publication in the *Dothan Eagle*.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, while in regular session on Tuesday, January 6, 2026 at 10:00 a.m. as follows:

Section 1. A Public Hearing was held on Tuesday, November 4, 2025 at 10:00 a.m. and after due deliberation the Board of Commissioners of the City of Dothan, Alabama, finds that the structure(s) standing at address(es) and associated parcel ID(s) noted below in Section 2 is unsafe to the extent of becoming a public nuisance to the citizens of the City and is due to be demolished in compliance with Sections 11-40-30 through 11-40-36 and Sections 11-53B-1 through 11-53B-16, inclusive, of the Code of Alabama (1975), and Ordinance Number 2024-343 of the City.

Section 2. That the City shall cause said demolition of the properties identified below to be performed by its own employees and/or by contractor(s):

STREET ADDRESS	PARCEL ID NUMBER
257 HEADLAND AVENUE	38-09-06-13-3-001-013.000
307 JEFF STREET	38-09-06-14-4-010-011.000
412 DONNA DRIVE	38-10-09-30-3-007-001.000
506 MARBURY STREET	38-09-06-24-4-015-017.000
508 MARBURY STREET	38-09-06-24-4-015-017.001
701 PARKER STREET	38-10-04-18-3-005-036.000
902 WALNUT STREET	38-09-06-14-4-002-036.000
1722 REEVES STREET	38-09-01-12-4-003-005.000

Res. No. _____, finding cause for demolition, continued

Section 3. That the City Attorney and the City Clerk are hereby directed to cause the cost of such demolition to be charged against the land on which the building or structure is located and shall constitute a lien on the property for the amount of the assessment or cause such cost to be recovered in a suit at law against the owner or owners.

PASSED, ADOPTED AND APPROVED this ___ day of _____, ____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan, Alabama (City) desires to obtain federal governmental affairs representation to enhance the City's ability to identify opportunities and compete for federal grant funding; and

WHEREAS, qualified firms were identified and evaluated on their knowledge and ability to provide strategic consulting, policy guidance, and government relations services; and

WHEREAS, following review, the City desires to enter into a three (3) year contract with Venture Government Strategies for said services for an annual not to exceed amount of \$152,000.00, as described in Schedule A of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into an agreement with Venture Government Strategies to provide governmental affairs representation for a term of three (3) years at a not-to-exceed annual amount of \$152,000.00, as described in Schedule A of the agreement, which said agreement is attached and made part of this resolution.

Section 2. That Mark Saliba, Mayor of the City of Dothan, Alabama, is hereby authorized and directed to sign said agreement and any associated documents for and on behalf of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Consulting Services Agreement

We are pleased to confirm our mutual understanding in this Consulting Services Agreement (this “*Agreement*”) between Venture Government Strategies, LLC, a Tennessee limited liability company with offices at The Nashville City Center, 511 Union Street, Suite 1820, Nashville, TN (the “*Company*”), and the City of Dothan, Alabama, with offices at 126 N Saint Andrews Street Dothan, AL 36303 (“*Client*” and collectively with the Company, the “*Parties*”) as follows:

1. **Services.** The Company shall provide the services (the “*Services*”) described on Schedule A hereto (as from time to time amended, the “*Schedule*”). The Schedule may be amended, revised, or extended from time to time by mutual agreement as set forth in one or more statements of work or addenda signed by the Parties and attached to the Schedule.

A. The Schedule is subject to the terms and conditions of this Agreement; to the extent there is any conflict between the provisions of this Agreement and the Schedule, the terms of this Agreement shall control the rights and obligations of the Parties, unless a properly executed Schedule expressly amends and supersedes a provision of this Agreement.

B. The Company will perform the Services in a professional manner and in accordance with applicable ethical, industry and professional standards. Each of the Company and Client shall comply with all applicable laws and regulations.

2. **Term.** This Agreement will commence effective upon execution of this Agreement by Client (the “*Effective Date*”) and shall continue in effect for a period of one year (“*Term*”) through January 1, 2029. Either party may terminate the agreement with 30 days written notification.

3. Compensation.

A. In consideration for the provision of the Services, Client shall pay to the Company the amounts set forth on the Schedule, in accordance with the payment schedule and other terms set forth therein.

B. The Company may agree to provide additional services to Client, as mutually agreed upon in accordance with Section 1; the consideration for the provision of such additional services shall be set forth in a mutually agreed-upon addendum signed by the Parties. In the event that any Client request for services falls outside the scope of the Services, the Company shall promptly notify Client of (i) the portion of the request that the Company believes falls outside the scope of the Services and (ii) the anticipated fees to perform the work. The Company shall not commence any such work without the prior consent of Client.

C. The Company shall make all requests for payment in the form of a written invoice to Client setting forth the amounts charged for Services, including a detailed breakdown of reimbursable expenses.

4. Expenses. Client shall reimburse the Company for all preapproved travel and other out-of-pocket expenses incurred in connection with the provision of the Services or otherwise on behalf of Client, provided that such expenses shall be submitted to Client for payment accompanied by appropriate documentation.

5. Indemnification. Client will be responsible for personal injury or property damage to the extent caused by the negligent acts or omissions of Client's employees, officers and agents while acting in the line of his or her duty. However, in accordance with Alabama Constitution Article IV, §94, the City will not indemnify, defend, or hold harmless in any fashion the Company from any claims arising from any failure not enumerated above, regardless of any language in any attachment or other document that the Company may provide

The Company shall indemnify and hold harmless Client and its officers, directors, employees and affiliates from and against losses, costs, expenses, claims, damages or other liabilities, including costs of litigation and reasonable attorney fees, (collectively "*Client Losses*") to the extent that the Client Losses are due solely to the gross negligence or willful misconduct of the Company or a material breach by the Company of this Agreement.

6. Independent Contractors. The relationship of the Parties under this Agreement is that of independent contractors. Nothing contained in this Agreement shall be deemed to constitute either Party as the agent or representative, or employer or employee, of the other Party, or both Parties as joint ventures or partners for any purpose. Neither Party shall have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other Party.

7. Confidentiality; Conflicts.

A. Except as contemplated by the terms hereof, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, each Party shall, during the term of this Agreement and thereafter, keep confidential the terms of this Agreement and all material non-public information provided to it by the other. In ensuring the confidentiality of such information received from the other, each Party shall use the same care as it uses with its own information, but not less than reasonable care. Each Party agrees not to disclose such information to any third party, other than its employees and advisors as the Party determines have a need to know in connection with services provided hereunder, each of whom shall be advised of the confidentiality requirements of this Agreement and agree to be bound by the terms hereof.

B. The Company shall not knowingly enter into another engagement that would conflict with the provision of the Services. In the event that a conflict arises, the Company and Client agree to work together in good faith to reach a resolution satisfactory to the Parties.

8. Limitation on Liability. In no event shall either Party or its officers, directors, employees, affiliates or agents be liable to the other Party or any third party for any indirect, incidental, special, punitive, exemplary or consequential damages or for any other damages of any kind whatsoever, including but not limited to lost profits and speculative damages. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, tort and any and all other theories of liability and apply whether or not the parties were informed of the likelihood of any particular type of damages. Notwithstanding any provision contained herein to the contrary, the terms of this Section 8 and any other provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or

termination of this Agreement for any reason, and shall bind the Parties and their representatives, heirs, successors, and assigns.

9. Lobbying. Client further understands that the Company is required to register under the federal Lobbying Disclosure Act (“*LDA*”) for certain contacts made with officials in executive and legislative offices and agencies. The LDA is a disclosure statute that requires firms, companies, and individuals to register and report information about their lobbying contacts and lobbying activities, including the name of the client for whom lobbying activities have been provided, the office or agency contacted on the client’s behalf, the issue(s) on which contacts were made, and the fees paid to the firm by the client for activities subject to disclosure under the LDA. Because some of the Services provided by the Company in connection with this Agreement may constitute “lobbying” under the LDA, Client agrees that the Company may make all necessary and appropriate disclosures regarding this Agreement. In performing the Services under this Agreement, the Company will conduct itself as a proper, *bona fide* marketing agent of the Client, consistent with 10 U.S.C. § 2306(b), 41 U.S.C. § 254(a), and 48 C.F.R. 52.203-5. In this regard, the Company neither exerts nor proposes to exert improper influence to solicit or obtain any federal contract, nor does the Company hold itself out as being able to obtain any federal contract through improper influence.

10. Use of Name. The Company reserves the right to approve in advance any use of the name, brand or personal image, as the case may be, of the Company, or any of its members, employees, agents or consultants, in any statements or written documents or materials produced by Client or its employees or agents for external purposes, including without limitation briefing slides, marketing material or legal, financial or public relations documents.

11. Miscellaneous. The laws of the State of Alabama shall govern the provisions of this Agreement, without regard to its conflicts of laws principles. This Agreement may not be assigned or delegated by either Party without the express written consent of the other Party. If any provision of this Agreement is found to be illegal or invalid, such provision will be modified to the extent necessary to comply with applicable law and refashioned to best approximate the original intent of the Parties, and the remaining provisions shall remain in full force and effect in accordance with their terms. No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. This Agreement and Schedule A hereto constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements and understandings between the Parties, whether written or oral. This Agreement may be amended or modified only by a written instrument duly executed by both Parties.

This Agreement may be executed via facsimile and in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Consulting Services Agreement as of the Effective Date.

COMPANY:

Venture Government Strategies

By: _____
Name: Hamilton Bloom
Title: Partner

CLIENT:

City of Dothan, Alabama

By: _____
Name:
Title:

SCHEDULE A

SERVICES

1. The Company will provide strategic consulting, policy guidance, and government relations services for a 36-month term with a mutually agreeable option to extend.
2. The Company will invoice the Client \$11,000 monthly for services to be rendered during that month, effective upon execution of this Agreement.
3. The Client will cover up to \$20,000 a year of expenses incurred by the Company on behalf of the client.

ACKNOWLEDGED AND AGREED:

Venture Government Strategies

City of Dothan, Alabama

By: _____

Name: Hamilton Bloom

Title: Partner

By: _____

Name:

Title:

RESOLUTION NO. _____

BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan agrees, pursuant to Section 38-69 of the Code of Ordinances, to waive the following sections of the City of Dothan Code of Ordinances and allow the Fire Department to issue a permit for fireworks displays to be held during the Mardi Gras Parade on February 14, 2026 (rain date TBD) in Dothan, Alabama:

Chapter 38, Fire Prevention Code.
Article V, Fireworks.

Chapter 62, Offenses and Miscellaneous Provisions.
Section 62-101, Loud, disturbing or unnecessary; prohibited generally.
Section 62-102, Enumeration of prohibited acts.

PASSED, ADOPTED AND APPROVED ON _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan owns certain personal property listed in Exhibit "A" that has been determined to be obsolete and no longer needed for public or municipal purposes, and

WHEREAS, the City desires to dispose of the said property through sale, trade, online auction, donation, or the City's landfill.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama as follows:

Section 1. That the personal property included in Exhibit "A" is hereby declared as obsolete and no longer needed for public or municipal purposes.

Section 2. That the City of Dothan disposes of the said property by whatever means determined to be in the best interest of the City.

PASSED, ADOPTED AND APPROVED ON _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

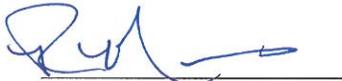
Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Personal Property Disposal Request
Exhibit "A"

Department Disposing of Asset	Department Transferred From	Asset No.	ID No.	Veh No.	Description	Serial Number	Date Acquired	Original Purchase Cost	Acquisition Method	Labor costs at \$60/hr	Parts & Commercial Repairs	Grand Total Labor & Repair Costs	Method of Disposal	Approved By
GENERAL SERVICES	FIRE	2755	F0010780	5129	1997 EONE PUMPER	4ENRAAA88V1007084	2/28/1997	\$ 202,297.00	GENERAL FUND	\$ 123,707.40	\$ 112,124.38	\$ 235,831.78	Online Auction	Andy Love
GENERAL SERVICES	ENVIRONMENTAL	15828	007308	8125A	2017 KENWORTH AUTOMATED	2NKHJL9X6HM178573	6/1/2017	\$ 242,300.00	GENERAL FUND	\$ 83,934.00	\$ 136,184.93	\$ 220,118.93	Online Auction	Andy Love
GENERAL SERVICES	ELECTRIC	1425	006935	3217	2014 VERMEER TRENCHER	1VR911057E1000620	8/27/2014	\$ 97,215.00	UTILITY FUND	\$ 21,613.80	\$ 34,933.33	\$ 56,547.13	Online Auction	Andy Love
GENERAL SERVICES	WATER	10802	003681	2116	2008 INTERNATIONAL 4300	1HTMMAAR08H574784	4/20/2007	\$ 55,752.63	UTILITY FUND	\$ 44,687.40	\$ 42,911.82	\$ 87,599.22	Online Auction	Andy Love
GENERAL SERVICES	WATER	10804	003682	2116	PINTLE HOOK TARP ALUM ELECTRIC	BC57957	4/30/2007	\$ 10,045.00	UTILITY FUND	N/A	N/A	N/A	Online Auction	Andy Love
WATER		9367	002671		FLUORIDE MONITOR-THERMO ORION	180355	9/30/2003	\$ 5,660.66	UTILITY FUND	N/A	N/A	N/A	Landfill	Angie Akos
WATER		9368	002672		FLUORIDE MONITOR-THERMO ORION	180353	9/30/2003	\$ 5,660.66	UTILITY FUND	N/A	N/A	N/A	Landfill	Angie Akos
WATER		9369	002676		FLUORIDE MONITOR-THERMO ORION	180361	9/30/2003	\$ 5,583.38	UTILITY FUND	N/A	N/A	N/A	Landfill	Angie Akos
WATER		9370	002677		FLUORIDE MONITOR-THERMO ORION	180360	9/30/2003	\$ 5,583.38	UTILITY FUND	N/A	N/A	N/A	Landfill	Angie Akos
WATER		9371	002678		FLUORIDE MONITOR-THERMO ORION	180357	9/30/2003	\$ 5,583.38	UTILITY FUND	N/A	N/A	N/A	Landfill	Angie Akos
WATER		9372	002679		FLUORIDE MONITOR-THERMO ORION	180356	9/30/2003	\$ 5,583.38	UTILITY FUND	N/A	N/A	N/A	Landfill	Angie Akos
								\$ 641,264.47		\$ 273,942.60	\$ 326,154.46	\$ 600,097.06		

Obsolete/Surplus Inventory not on Fixed Assets

Department Disposing of Asset	Department Transferred From	Asset No.	Inventory No.	Veh No.	Description	Serial Number	Date Acquired	Original Purchase Cost	Acquisition Method	Labor costs at \$60/hr	Parts & Commercial Repairs	Grand Total Labor & Repair Costs	Method of Disposal	Approved By
								\$ -		\$ -	\$ -	\$ -		


CITY MANAGER'S SIGNATURE

1/2/26
DATE APPROVED

Note: All vehicles are located at the Transportation Complex.

RESOLUTION NO. _____

WHEREAS, the City of Dothan Department of Planning and Development, as the planning agency for the Metropolitan Planning Organization (MPO), purchased a Lenovo ThinkPad T570 laptop computer which was used to carry out the functions of the MPO; and,

WHEREAS, said laptop computer has been determined to be obsolete and no longer needed for MPO purposes and is surplus; and,

WHEREAS, the Town of Pinckard is a member government of the MPO has a need for a laptop computer; and,

WHEREAS, the City desires to donate the said laptop computer to the Town of Pinckard.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama as follows:

Section 1. That the Lenovo ThinkPad T570 Laptop Computer, is hereby declared as surplus and no longer needed for public or municipal purposes.

Section 2. That the City of Dothan Department of Planning and Development is hereby authorized to donate said laptop computer to the Town of Pinckard.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, by Resolution No. 2025-181, the City of Dothan extended services with Utility Associates, Inc. for the body-worn/in-car camera video system for a six (6) month period, which said services will end on January 31, 2026; and

WHEREAS, during the term of the agreement with Utility Associates, Inc., digital video evidence was generated and stored through the Polaris Standard Digital Evidence Management system; and

WHEREAS, upon expiration of the contract, the City of Dothan must retrieve all digital video evidence created and stored under the Utility Associates, Inc. system in order to maintain records retention, evidentiary integrity, and compliance with applicable laws and policies; and

WHEREAS, the City of Dothan seeks to avoid the need to store this data on City-owned servers, thereby reducing infrastructure costs, security risks, and administrative burdens; and

WHEREAS, Utility Associates, Inc. has provided a quote in the amount of \$308,095.23 to retrieve and deliver the digital video evidence, which will also serve to conclude all remaining terms and obligations between Utility Associates, Inc. and the City of Dothan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That upon recommendation of the Dothan Police Department, the City of Dothan is hereby authorized to enter into an agreement with Utility Associates, Inc. for the retrieval and delivery of all digital video evidence created and stored within the Polaris Standard Digital Evidence Management system for a total cost of \$308,095.23, which said agreement follows.



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer Dothan AL Police
 Date 9/18/2025
 Sales Quote# 135650
 Expires 1/30/2026
 Sales Rep Dahlia Blake
 PO#
 Terms Net 30

Bill To

accountspayable@dothan.org
 Dothan AL Police

Ship To

City of Dothan Police Department
 207 Complex Drive
 Suite 2
 Dothan AL 36303
 United States

Item	Description	Quantity	Price Each	Amount
SER-S-5100	Data Storage per TB per Year: The coverage period is 2/1/2026 through 1/31/2027 (12 mos)	385	\$750.00	\$288,750.00
POLARIS-STD-S-1	POLARIS Standard Digital Evidence Management SaaS - 1 Year: The coverage period is 2/1/2026 through 1/31/2027 (12 mos)	5	\$195.00	\$975.00
	*Licenses for the Admin			
ROCKET-ACC	Professional field services to uninstall, inventory, pack, and ship deployed hardware (EOS, Rocket, Waypoints, etc.) Includes technician labor, shipping materials, and secure logistics	1	\$8,370.23	\$8,370.23
ROCKET-ACC	Post-contract assistance for Polaris access, export troubleshooting, and project coordination Includes 30-90 days of admin support, check-ins, and documentation	1	\$3,000.00	\$3,000.00
SER-S-Snowball	Snowball Migration Bundle Includes Snowball provisioning, AWS transfer, compute resources, 15-day hot storage, and Utility engineering support	2	\$3,500.00	\$7,000.00

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
 Please forward all inquiries to clientsuccess@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Dothan AL Police
Date	9/18/2025
Sales Quote#	135650
Expires	1/30/2026
Sales Rep	Dahlia Blake
PO#	
Terms	Net 30

Bill To

accountspayable@dothan.org
Dothan AL Police

Ship To

City of Dothan Police Department
207 Complex Drive
Suite 2
Dothan AL 36303
United States

Subtotal	\$308,095.23
Sales Tax (%)	\$0.00
Total	\$308,095.23

Resolution No. _____, entering into an agreement with Utility Associates, Inc., continued.

Section 2. That the sum of \$308,096.00 be appropriated in FY 2026 to the General Fund/Police Department/Capital Outlay/Computer Equipment & Software, Account # 001-1260-512.60-64, Project #260068, for the retrieval and delivery of digital video evidence. This appropriation is to be funded by increasing the General Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account #001-0000-391.01-00 by the sum of \$308,096.00.

Section 3. That Mark Saliba, Mayor of the City of Dothan, is hereby authorized and directed to execute said quote and any associated documents on behalf of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, by Resolution No. 2025-246, the City of Dothan entered into an agreement with Axon Enterprise, Inc. for an upgraded bundled technology package, including hardware, software, services, and warranties; and

WHEREAS, digital video evidence generated under the former Utility Associates, Inc. system must be converted into a compatible format to ensure continuity of operations and accessibility of historical data; and

WHEREAS, Axon Enterprise, Inc. has proposed to convert the digital video evidence retrieved from Utility Associates, Inc. from the Polaris Standard Digital Evidence Management format into the Axon Evidence Channel Services format for a total cost of \$150,000.00; and

WHEREAS, such conversion is necessary for seamless integration into the City's current body-worn and in-car camera video system and for efficient use of the City's upgraded technology platform.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That upon recommendation of the Dothan Police Department, the City of Dothan approve a change order with Axon Enterprise, Inc. in the amount of \$150,000.00 for the conversion and incorporation of digital video evidence into the Axon Evidence Channel Services format, which said change order follows.



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-771631-46020JV

Issued: 12/29/2025

Quote Expiration: 01/31/2026

Estimated Contract Start Date: 01/01/2026

Account Number: 108014

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Dothan Police Department - AL 210 N Saint Andrews St Dothan, AL 36303-4840 USA	Dothan Police Department - AL 210 N Saint Andrews St Dothan AL 36303-4840 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Josh Vance Phone: 770-855-7935 Email: jvance@axon.com Fax:	Lynn Watkins Phone: Email: jwatkins@dothan.org Fax:

Quote Summary

Program Length	117 Months
TOTAL COST	\$150,000.00
ESTIMATED TOTAL W/ TAX	\$150,000.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$3,846.30	\$0.00	\$3,846.30
Mar 2026	\$3,846.15	\$0.00	\$3,846.15
Jun 2026	\$3,846.15	\$0.00	\$3,846.15
Sep 2026	\$3,846.15	\$0.00	\$3,846.15
Dec 2026	\$3,846.15	\$0.00	\$3,846.15
Mar 2027	\$3,846.15	\$0.00	\$3,846.15
Jun 2027	\$3,846.15	\$0.00	\$3,846.15
Sep 2027	\$3,846.15	\$0.00	\$3,846.15
Dec 2027	\$3,846.15	\$0.00	\$3,846.15
Mar 2028	\$3,846.15	\$0.00	\$3,846.15
Jun 2028	\$3,846.15	\$0.00	\$3,846.15
Sep 2028	\$3,846.15	\$0.00	\$3,846.15
Dec 2028	\$3,846.15	\$0.00	\$3,846.15
Mar 2029	\$3,846.15	\$0.00	\$3,846.15
Jun 2029	\$3,846.15	\$0.00	\$3,846.15
Sep 2029	\$3,846.15	\$0.00	\$3,846.15
Dec 2029	\$3,846.15	\$0.00	\$3,846.15
Mar 2030	\$3,846.15	\$0.00	\$3,846.15
Jun 2030	\$3,846.15	\$0.00	\$3,846.15
Sep 2030	\$3,846.15	\$0.00	\$3,846.15
Dec 2030	\$3,846.15	\$0.00	\$3,846.15
Mar 2031	\$3,846.15	\$0.00	\$3,846.15
Jun 2031	\$3,846.15	\$0.00	\$3,846.15
Sep 2031	\$3,846.15	\$0.00	\$3,846.15
Dec 2031	\$3,846.15	\$0.00	\$3,846.15
Mar 2032	\$3,846.15	\$0.00	\$3,846.15
Jun 2032	\$3,846.15	\$0.00	\$3,846.15
Sep 2032	\$3,846.15	\$0.00	\$3,846.15
Dec 2032	\$3,846.15	\$0.00	\$3,846.15
Mar 2033	\$3,846.15	\$0.00	\$3,846.15
Jun 2033	\$3,846.15	\$0.00	\$3,846.15
Sep 2033	\$3,846.15	\$0.00	\$3,846.15
Dec 2033	\$3,846.15	\$0.00	\$3,846.15
Mar 2034	\$3,846.15	\$0.00	\$3,846.15
Jun 2034	\$3,846.15	\$0.00	\$3,846.15
Sep 2034	\$3,846.15	\$0.00	\$3,846.15
Dec 2034	\$3,846.15	\$0.00	\$3,846.15
Mar 2035	\$3,846.15	\$0.00	\$3,846.15
Jun 2035	\$3,846.15	\$0.00	\$3,846.15
Total	\$150,000.00	\$0.00	\$150,000.00

Quote Unbundled Price:	\$150,000.00
Quote List Price:	\$150,000.00
Quote Subtotal:	\$150,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Services									
80190	AXON EVIDENCE - CHANNEL SERVICES	1			\$50,000.00	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2			\$50,000.00	\$50,000.00	\$100,000.00	\$0.00	\$100,000.00
Total							\$150,000.00	\$0.00	\$150,000.00

Delivery Schedule

Services

Bundle	Item	Description	QTY
A la Carte	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2
A la Carte	80190	AXON EVIDENCE - CHANNEL SERVICES	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	210 N Saint Andrews St	Dothan	AL	36303-4840	USA

Payment Details

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 1	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.20	\$0.00	\$2,564.20
Quarterly Payment 1	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.10	\$0.00	\$1,282.10
Total				\$3,846.30	\$0.00	\$3,846.30

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 2	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 2	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 3	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 3	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 4	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 4	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 5	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 5	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 6	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 6	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 7	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 7	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 8	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 8	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 9	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 9	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 10	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 10	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 11	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 11	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 12	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 12	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 13	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 13	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 14	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 14	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 15	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 15	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 16	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 16	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 17	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 17	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 18	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 18	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 19	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 19	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 20	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 20	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 21	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 21	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 22	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 22	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 23	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 23	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 24	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 24	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 25	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 25	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 26	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 26	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 27	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 27	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 28	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 28	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 29	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 29	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 30	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 30	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 31	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 31	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 32	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 32	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 33	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 33	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 34	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 34	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 35	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 35	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Sep 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 36	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 36	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Dec 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 37	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 37	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Mar 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 38	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 38	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Jun 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Quarterly Payment 39	101616	AXON EVIDENCE - CHANNEL SERVICES - ADDITIONAL 100 TB	2	\$2,564.10	\$0.00	\$2,564.10
Quarterly Payment 39	80190	AXON EVIDENCE - CHANNEL SERVICES	1	\$1,282.05	\$0.00	\$1,282.05
Total				\$3,846.15	\$0.00	\$3,846.15

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

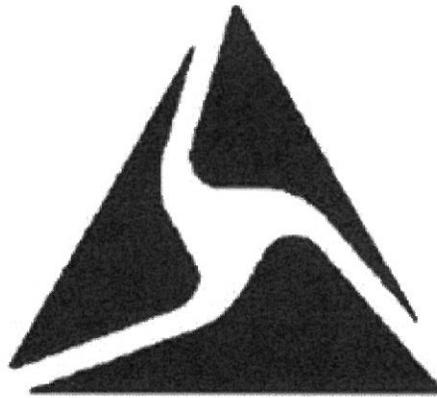
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

12/29/2025

Date Signed



Resolution No. _____, entering into a change order with Axon Enterprise, Inc., continued.

Section 2. That Mark Saliba, Mayor of the City of Dothan, is hereby authorized and directed to execute said change order and any associated documents on behalf of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, Resolution No. 2023-263, dated August 15, 2023, authorized the submittal of an application to the State of Alabama Office of Information Technology (OIT) for participation in the State and Local Cybersecurity Grant Program; and

WHEREAS, the total proposed NinjaOne project cost is \$28,020.00; and

WHEREAS, OIT has awarded a grant to the City of Dothan, Alabama in the amount of \$28,020.00 and paid for the purchase of NinjaOne Advanced Pro and NinjaOne Mobile Device Management (MDM) Pro directly; and

WHEREAS, NinjaOne requires an End User License Agreement for the use of Advanced Pro and NinjaOne Mobile Device Management Pro.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the City Commission of the City of Dothan, Alabama, as follows:

Section 1. The City of Dothan enters into an agreement with NinjaOne to accept the end user license terms and conditions authorizing the use of NinjaOne Advanced Pro and NinjaOne Mobile Device Management Pro.

Section 2. That Mark Saliba, Mayor of the City of Dothan, Alabama and in such capacity, is hereby authorized and directed to said agreement and any associated documents for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6
BOARD OF CITY COMMISSIONERS

NinjaOne End User License Agreement for End Users of Resellers

Last updated: March 21, 2025

THIS NINJAONE END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) IS A LEGAL AND BINDING CONTRACT BETWEEN NINJAONE, LLC (“**NINJAONE**”), ON THE ONE HAND, AND YOU, EITHER INDIVIDUALLY OR ON BEHALF OF THE LEGAL ENTITY THAT ACCEPTS THIS AGREEMENT AND ITS AFFILIATES (“**YOU**” OR “**YOUR**”), ON THE OTHER HAND. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY (AND ITS AFFILIATES) TO THIS AGREEMENT. YOU INDICATE YOUR ACCEPTANCE AND UNDERSTANDING OF THIS AGREEMENT THROUGH YOUR EXECUTION OF A PURCHASE ORDER, OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF THE DATE OF YOUR FIRST EXECUTION OF AN ORDER FORM, OR THE DATE OF YOUR FIRST ACCESS TO OR USE OF THE SOFTWARE (THE “**EFFECTIVE DATE**”).

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF NINJAONE’S SOFTWARE.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the meanings provided below wherever used in this Agreement:

1.1. “**Affiliate**” means an entity controlled by, under common control with, or controlling such entity, where control is denoted by having 50% or more of the voting power (or equivalent) of the applicable entity.

1.2. “**Documentation**” means the then-current official user documentation prepared and provided by NinjaOne to You regarding the use of the Software, as updated from time to time.

1.3. “**Force Majeure Event**” means an act, event, or circumstance beyond the control of NinjaOne, including, but not limited to, acts of God; systematic electrical, telecommunications, or other utility failures; third-party internet or

data storage failures; technological attacks; fires, floods, storms, or other natural disasters; epidemics or pandemics; labor disputes; industrial disturbances; riots; acts or orders of government; and acts of terrorism or war.

1.4. **“Fees”** means the subscription and other fees set forth in any Purchase Order.

1.5. **“NinjaOne Marks”** means the trademarks and service marks belonging to NinjaOne, including, but not limited to, its registered and common law design marks, word marks, and combinations thereof, that NinjaOne approves for use by You.

1.6. **“Object Code”** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

1.7. **“Personal Data”** means data that is defined as “personal information” or “personal data” under applicable law.

1.8. **“Purchase Order”** means the applicable document or other method by which You procure licenses to the Software through a Reseller (including any applicable authorized updates thereto).

1.9. **“Reseller”** means the authorized reseller of the NinjaOne Software through which You procure licenses to the Software.

1.10. **“SaaS Service”** means the NinjaOne online platform service that utilizes the Software on a hosted basis.

1.11. **“Software”** means the Object Code versions of all the software provided by NinjaOne under this Agreement, including software accessible through the SaaS Service and software that You may need to download and install in order to utilize the SaaS Service, as well as each individual component thereof (which may include or consist of Third-Party Products); and any updates, upgrades, or enhancements thereto provided to You by NinjaOne, including, but not limited to, any support software made available via the Internet, email, or any other means. For avoidance of doubt, all references in this Agreement to Software include the SaaS Service.

1.12. **“Term”** means the period of time beginning on the Effective Date and ending on the expiration or termination of the subscription set forth in the Purchase Order (as renewed in accordance with the terms of the Purchase Order or otherwise by agreement between You and Your Reseller).

1.13. **“Third-Party Products”** means the open source or third-party software licensed by NinjaOne and incorporated into and/or distributed as part of the Software.

1.14. **“User”** means an individual authorized by You or Your Affiliates to use the Software and Documentation or for whom You have procured a license. If You are a legal entity, Users may only include Your employees and contractors.

1.15. **“Your Data”** means data, files, or information, including Personal Data submitted by You or Your Users through Your or Your Users’ use of the Software.

2. License Grants.

2.1. **Subscription License.** If the Software is provided to You on a subscription basis, then, subject to the terms and conditions of this Agreement (including any restrictions set forth in the Purchase Order and the timely payment of Fees), NinjaOne grants to You, during the Term, a limited, non-exclusive, revocable, non-transferable right and license to: (i) access and use the Software through the SaaS Service; and (ii) to the extent applicable, install and use certain Software specifically provided by NinjaOne for such use. Subject to the terms and conditions of this Agreement, and if permitted by Your Reseller, Your Affiliates may use the license granted hereunder on the condition that You are responsible for Your Affiliates’ and Your Affiliates’ Users’ compliance with this Agreement and their actions and/or omissions.

2.2. **Proprietary Rights.** The Software is licensed to You, not sold. All worldwide ownership of, and all rights, title, and interest in and to the Software, and all copies and portions thereof, including, but not limited to, all copyrights, patent rights, trademark rights, trade secret rights, inventions, and other proprietary rights therein and thereto, are and shall remain exclusively in NinjaOne or its licensors. The only rights You acquire under this Agreement are those which are expressly stated in this Agreement.

2.3. **NinjaOne APIs.** For clarity, the definition of “Software” in this Agreement includes any application programming interfaces (“APIs”) provided by NinjaOne. Accordingly, Your use of APIs is subject to the terms and restrictions of this Agreement. In addition, You must keep API keys secure and confidential and are responsible for all use under Your credentials. NinjaOne may set and enforce limits on API usage, may monitor API use to ensure compliance and quality, and may update or modify the API from time to time, which may require You to update Your systems or integrations at Your expense. You acknowledge that NinjaOne is not responsible for, and

disclaims any liability in connection with, any applications or integrations You develop using the API.

3. License Restrictions.

3.1. **Restrictions.** Except as expressly permitted in Section 2, You and the Users shall not: (i) modify, translate, reverse engineer, decompile, disassemble, make derivative works of, or otherwise derive source code from the Software or Documentation, in whole or in part (or, in any instance where the law permits such action, You agree to provide NinjaOne at least 90 days' advance written notice of Your belief that such action is permitted and warranted and to provide NinjaOne with a reasonable opportunity to evaluate whether the law requires such action); (ii) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the Software; (iii) use the Software for development or any other non-intended purpose; (iv) sell, resell, rent, lease, or otherwise distribute the Software or Documentation, in whole or in part; (v) assign, sublicense, rent, or otherwise transfer Your access and use rights to the Software under this Agreement without the prior written approval of NinjaOne; (vi) copy, reproduce, republish, upload, post, or transmit the Software or Documentation; (vii) use the Software on any endpoint or device (a) that is responsible for human safety and/or (b) whose failure or malfunction could result in personal injury or death; (viii) use the Software in a manner that results in excessive use, bandwidth, or storage; or (ix) use the Software if You are a competitor of NinjaOne or for purposes of monitoring the Software's performance, functionality, or availability or for any other benchmarking or competitive purposes.

In addition, You and the Users shall not use the Software to: (i) defame, abuse, harass, threaten, or otherwise violate the legal rights of others (such as rights of privacy and publicity); (ii) conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, multi-level marketing campaigns, or emails; (iii) publish, post, distribute, disseminate, or link to any: (a) defamatory, infringing, or unlawful topic, name, material, or information; or (b) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless You own or control such rights or You have received all necessary consents for Your use of such software and other materials; (iv) harvest usernames or email addresses for any purpose; (v) restrict or inhibit any other individual from using and enjoying his/her rights with respect to the Software, services, or website; (vi) interfere with or disrupt the Software, services, website, or networks; or (vii) violate any applicable laws or regulations.

3.2. **Usage Limits.** The Software shall not be installed or used on a number of devices greater than that specified in the Purchase Order. NinjaOne may monitor Your usage of the Software (including that of the Users) to ensure that it complies with such usage limits. If the usage limits are exceeded, You may be required to pay additional fees for the excess usage at the rate(s) set forth, or as otherwise described, in the Purchase Order. This remains true even if the excess usage results from unauthorized use of the Software.

4. **Your Obligations.** You acknowledge, agree, and warrant that:

4.1. **Authority.** You have the full power and authority to enter into this Agreement and carry out the obligations hereunder.

4.2. **Compliance.** You are solely responsible for Your and the Users' compliance with this Agreement and all laws and regulations applicable to the use of the Software. If You become aware of any noncompliance with the foregoing by Yourself or any Users, You shall immediately report the noncompliance to NinjaOne and cure and remedy the noncompliance to the extent feasible.

4.3. **Credentials.** You are solely responsible for the safekeeping and confidentiality of Your and the Users' usernames and passwords. If You become aware of any breach of confidentiality thereof, You shall immediately cure and remedy the breach and report to NinjaOne any adverse effects or results of the breach.

4.4. **Activities.** You are solely responsible for Your and the Users' activities in or as a result of using the Software, including, but not limited to: (i) any misuse of the Software; (ii) the information, data, and content entered into the Software or otherwise made available to NinjaOne; (iii) the information, data, and content accessed through the Software or otherwise made available to NinjaOne, its effects, any actions taken in response thereto, and any interpretations thereof; and (iv) the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all information, data, and content that You or the Users allow the Software to access or otherwise make available to NinjaOne. You will provide any notices and obtain any consents that may be legally required for NinjaOne to engage in the activities contemplated by this Agreement.

4.5. **Equipment and Ancillary Services.** As between You and NinjaOne, You are solely responsible for acquiring and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Software, including, but not limited to, modems, hardware, software, and internet

service, and for ensuring that such equipment and ancillary services are compatible with the Software.

4.6. **Export Control Laws.** The Software, Documentation, and any related technical data, and products utilizing the Software, Documentation, or such technical data (collectively, **“Controlled Technology”**) are subject to U.S. export control laws, including, but not limited to, the U.S. Export Administration Act (**“EAR”**). You shall not, and shall not permit any third parties to, export, re-export, transfer, or release, directly or indirectly, any Controlled Technology to a jurisdiction, country, entity, or individual to which the export, re-export, transfer, or release of any Controlled Technology is prohibited by the EAR or any other applicable federal law, regulation, order, or rule. You shall comply with the EAR and all other applicable federal laws, regulations, orders, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, transferring, or releasing any Controlled Technology. You shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which You have reason to believe is obtaining any such Controlled Technology from You with the intent to export, re-export, transfer, or release it. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne thereof and to cooperate with any review conducted by NinjaOne. Any breach by You of this Subsection 4.6 shall be deemed a material, uncurable breach of this Agreement.

4.7. **Anti-Corruption.** You acknowledge and agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of NinjaOne in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne.

4.8. **OFAC.** You represent and warrant to NinjaOne that none of (a) You, (b) each person or entity owning an interest in You (as applicable), or (c) the Users or Clients are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury (**“OFAC”**), or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or, regulation, or (y) a person or entity with whom a citizen of the U.S. is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, regulation, or Executive Order of the President of the United States. You also represent and warrant to NinjaOne that neither You nor any User or Client will (d) use any NinjaOne

Controlled Data, Software, or any other NinjaOne product or service in violation of any U.S. or other applicable economic sanctions, or (e) cause NinjaOne to violate U.S. or applicable economic sanctions. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne thereof and to cooperate with any review conducted by NinjaOne. Any breach by You of this Subsection 4.8 shall be deemed a material, uncurable breach of this Agreement and grounds for termination of the Agreement by NinjaOne.

4.9. **Liability Disclaimer.** NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) SHALL NOT BE LIABLE IN ANY MANNER FOR ANY DAMAGES RESULTING FROM YOUR FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES UNDER THIS SECTION 4, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY MISUSE OF THE SOFTWARE OR ANY DELETION, DESTRUCTION, LOSS, OR UNAUTHORIZED ACCESS TO THE DATA STORED THEREIN.

5. **Data Use and Protection.**

5.1 **Your Data.** NinjaOne acknowledges and agrees that, as between NinjaOne and You, You own all right, title, and interest in and to Your Data. You grant to NinjaOne a non-exclusive, royalty-free, worldwide license to (i) use, reproduce, store, process, and display Your Data and perform all acts with respect to Your Data, but only to the extent necessary for NinjaOne to (a) develop, improve, support, and provide the Software to You, (b) confirm Your compliance with the usage limits and other license restrictions herein, (c) compile statistical and performance information for NinjaOne's internal business purposes, and (d) comply with its obligations under this Agreement, the DPA, or applicable law, including, but not limited to GDPR, HIPAA, etc., and (ii) anonymize, summarize, de-identify, and/or aggregate Your Data, so that no individual is identified or identifiable ("**Aggregate Data**") and use such Aggregate Data to track general industry trends; develop and publish white papers, reports, and summaries; improve the Software; and for any lawful purpose related to NinjaOne's legitimate business interests. For clarity, Aggregate Data SHALL NOT include personally identifiable information or information that can identify any individual. NinjaOne retains all intellectual property rights to the Aggregate Data.

5.2 **Protection of Your Data.** NinjaOne shall comply with its obligations under applicable data protection laws and shall maintain appropriate administrative, physical, technical, and organizational measures that ensure an appropriate level of security for Your Data. You acknowledge and agree that any Personal Data contained in Your Data is voluntarily provided by You

solely based on how You choose to use the Software and/or manage devices on which the Software is deployed. To the extent that Your Data contains Personal Data, and You have executed the Data Processing Agreement (“DPA”) as instructed [here](#), NinjaOne will process such Personal Data in accordance with the DPA. Upon execution by both parties and NinjaOne’s receipt of the executed DPA, the DPA shall be incorporated by reference into this Agreement. You are responsible for ensuring that the security of the Software is appropriate for Your intended use.

5.3 Representations, Warranties, and Covenants Concerning Use. You acknowledge and agree that You will not input, store, or upload into the SaaS Service environment any data whatsoever that is subject to laws or regulations that require heightened or specific security measures, including, but not limited to, International Traffic in Arms Regulations (ITAR), certain items identified in the 600 series of the EAR, or the Digital Millennium Copyright Act (DMCA).

6. Third-Party Products. You acknowledge and understand that Third-Party Products are embedded or incorporated in, or distributed with, the Software and may be governed by their own license terms (collectively, “**Third-Party License**”). Links to relevant Third-Party Licenses may be found [here](#). Nothing in this Agreement limits Your or the Users’ rights under, nor grants You or the Users any rights that supersede, the terms of any applicable Third-Party License (including, but not limited to, those concerning proprietary rights to the Third-Party Products). If You or any User do(es) not agree to the Third-Party License terms, then You or such User shall not use the Software, respectively.

To the extent the provisions of a Third-Party License applicable to an open source component of the Software prohibit any of the restrictions in this Agreement with respect to such open source component, such restrictions will not apply to the open source component affected by such prohibition. To the extent that the provisions of the Third-Party License applicable to open source components of the Software require NinjaOne to make an offer to provide source code or related information in connection with such open source components, such offer is hereby made.

7. Fees and Payment. Fees are due and payable to Your Reseller as set forth on the Purchase Order and as otherwise agreed between You and Your Reseller. Failure to pay Fees on time may result in the termination of this Agreement and/or the suspension of Your and the Users’ access to and use of the Software, but only to the extent that Your Reseller requests that NinjaOne take such action(s).

8. Term and Termination.

8.1 **Term.** This Agreement, including the access and licenses granted herein, shall remain in effect for the duration of the Term. This Agreement may be terminated prior to the expiration or termination of the subscription only in accordance with this Section 8. The termination of this Agreement shall operate to immediately terminate the subscription set forth in the Purchase Order (if not already expired).

8.2 **Termination or Suspension for Cause.** NinjaOne may suspend access to the SaaS Service or terminate this Agreement with 30 days' written notice to You if You or the Users breach this Agreement, unless the breach is cured within the 30-day notice period. In addition, NinjaOne may terminate this Agreement immediately if (i) You or the Users breach this Agreement, and the breach is egregious, uncurable, and/or would damage the Software or NinjaOne's reputation. NinjaOne's decision to suspend access to the SaaS Service is without prejudice to its right to terminate this Agreement for the same cause(s) underlying the suspension.

8.3 **Suspension for Reseller's Failure to Pay.** NinjaOne may suspend Your access to the SaaS Service if Your Reseller (a) fails to pay any amount it owes to NinjaOne in full and on time, and (b) fails to cure the deficient payment within the cure period(s) provided by NinjaOne (which shall be reasonable under the circumstances) or to otherwise resolve the deficiency to NinjaOne's satisfaction. The suspension shall last only as long as reasonably necessary. If Your Reseller's deficient payment results in the termination of the contract between NinjaOne and Your Reseller, You may have the option to continue using the Software by becoming a direct customer of NinjaOne.

8.3.1 Notwithstanding anything to the contrary in this Agreement, and to the maximum extent permitted by law, to the extent that NinjaOne exercises its rights under this Subsection 8.3, IN NO EVENT SHALL NINJAONE BE LIABLE TO YOU OR THE USERS FOR ANY DAMAGES WHATSOEVER ARISING OUT OF NINJAONE'S EXERCISE OF SUCH RIGHT. You acknowledge and agree that Your sole source of recourse for any such damages incurred by You is Your Reseller.

8.4 **Termination of NinjaOne-Reseller Contract.** In the event that the contract between NinjaOne and Your Reseller expires or terminates, any Purchase Order in effect at the time of such expiration or termination shall remain in effect only until the expiration of the then-current term and shall not renew.

8.5 **Effects of Termination.**

8.5.1 License and Access Ends. Upon the expiration of the Term or termination of this Agreement for any reason, all rights granted to You under this Agreement shall cease and You and the Users shall immediately (i) cease using the Software (if not already done); and (ii) destroy all copies of the Software and Documentation in Your and their possession; or (iii) if instructed by NinjaOne, return all copies of the Software and Documentation in Your and their possession to NinjaOne. If You and the Users do not immediately cease using the Software in accordance with this Subsection 8.5, NinjaOne may immediately terminate Your and the Users' access to and use of the Software without notice.

8.5.2 Your Data. You acknowledge and agree that it is Your responsibility to retrieve Your Data within 10 business days of the expiration or termination of this Agreement for any reason (including nonpayment). NinjaOne reserves the right to delete all Your Data and any existing copies thereof in its possession within 90 days following the expiration or termination of this Agreement, unless any applicable law requires the further storage of the Your Data. Once it is deleted, Your Data cannot be recovered, and NinjaOne will have no liability in relation to the deletion of Your Data pursuant to this Subsection 8.5.2.

8.6 Survival. Any provision of this Agreement that by its nature is intended to survive the expiration or termination of this Agreement shall so survive. These include, but are not limited to, the provisions of Section 6 (Third-Party Products), Section 8 (Term and Termination), Section 10 (Limitation of Liability), Section 11 (Indemnification), and Section 13 (General).

9. Warranties.

9.1 Limited Warranty. NinjaOne warrants that it can enter into this Agreement and that it has the right to grant the Software licenses as set forth herein. NinjaOne also warrants that the Software will operate substantially in accordance with the specifications set forth in the Documentation, under ordinary operating circumstances, for a period of 30 days following the Effective Date. If You notify NinjaOne in writing of a breach of this warranty during the period set forth above, then (i) NinjaOne will correct, repair, or replace the Software within a reasonable time; or (ii) if NinjaOne determines that such correction, repair, or replacement is not feasible, You may terminate this Agreement on written notice to NinjaOne, and You will be entitled to a refund any pre-paid Fees for such non-compliant Software. The foregoing options constitute NinjaOne's entire liability and Your sole remedy in the event of a breach of the foregoing warranties. The foregoing warranties do not apply to Third-Party Products or to SDKs/APIs. Further, the warranties set forth in this Subsection 9.1 do not apply if (i) the Software has not been

used in accordance with the terms and conditions of this Agreement, the Documentation, or applicable laws; (ii) the Software has been used for a purpose or application for which it was not intended; (iii) the breach is a result of any act or omission by You or any third party (including, but not limited to, alteration, abuse, or damage) or by the use of any materials supplied by You or any third party; (iv) the breach has been caused by Your failure to apply updates or upgrades, or to comply with any recommendation or instruction of NinjaOne; or (v) the breach results from any cause outside of NinjaOne's reasonable control.

9.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE, DOCUMENTATION, AND SAAS SERVICE ARE PROVIDED AND LICENSED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND NINJAONE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE, DOCUMENTATION, AND SAAS SERVICE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO EMPLOYEE, CONTRACTOR, AGENT, AFFILIATE, REPRESENTATIVE, RESELLER, DEALER, OR DISTRIBUTOR OF NINJAONE IS AUTHORIZED TO MODIFY THESE WARRANTY TERMS OR TO MAKE ANY ADDITIONAL WARRANTIES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability.

10.1 No Special Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU OR THE USERS FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, STATUTORY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE RELATED TO LOSS OR PRIVACY OF DATA OR PROGRAMS, BUSINESS INTERRUPTIONS, OR LOST PROFITS OR REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF NINJAONE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF THE FOREGOING DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10.2 Damages Cap. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU OR THE USERS IN RELATION TO THE SOFTWARE, DOCUMENTATION, SAAS SERVICE, OR THIS AGREEMENT IN AN AGGREGATE AMOUNT GREATER THAN (i) THE AMOUNT OF FEES PAID OR PAYABLE BY YOU UNDER THE PURCHASE ORDER DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR (ii) \$5,000, WHICHEVER IS GREATER. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. Indemnification.

11.1 Indemnification by You. Subject to the limitations on liability of corporations set forth in the Alabama Code, including without limitation, Sections 11-47-24, 11-27-190 and 11-93-2, you shall indemnify, defend (through use of counsel acceptable to NinjaOne), and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from Your or the Users' (i) breach of this Agreement or violation of applicable law; (ii) installation, use, or misuse of, or failure to prevent unauthorized access to, the Software or the data stored therein; (iii) infringement of third-party intellectual property rights (except to the extent directly resulting from the use of the Software by You or the Users) or violation of third-party privacy rights; and (iv) willful misconduct or fraud.

11.2 Indemnification by NinjaOne. NinjaOne shall indemnify, defend, and hold You harmless from and against any and all third-party claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from NinjaOne's infringement of third-party intellectual property rights directly resulting from the use of the Software by You or the Users. This Subsection 11.2 states NinjaOne's entire liability (and shall be Your sole and exclusive remedy) with respect to infringement claims.

The foregoing obligations do not apply (i) with respect to Software or components thereof which have been (a) supplied other than by NinjaOne (including Third-Party Products), (b) modified in whole or in part in accordance to Your specifications, (c) modified by You or the Users after delivery by NinjaOne, or (d) combined with other products, processes, or materials where the alleged infringement relates to such combination; (ii)

where You continue the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (iii) where the use of the Software by You or the Users is not strictly in accordance with this Agreement or the Documentation.

11.3 Indemnification Procedure. The obligations in Sections 11.1 and 11.2 are subject to the indemnifying party being promptly notified of any and all threats, claims, and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise.

12. U.S. Government Use. If You are an agency or instrumentality of the United States Federal Government ("USG") or if You are or a prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the USG and acquiring a license to use the Software on behalf of the USG, You agree that the Software and Documentation are "commercial items," as defined in the Federal Acquisition Regulation ("**FAR**") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("**DFAR**") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, You will acquire the Software and Documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the USG.

13. General.

13.1 Feedback. Any suggestions, feedback, or proposed modifications to the Software (in any form) provided by You to NinjaOne may be freely used by NinjaOne without limitation, and any modifications to the Software resulting from such suggestions, feedback, or proposed modifications shall be exclusively owned by NinjaOne.

13.2 Agreement Updates. Any variation of, or amendments to, any terms of this Agreement must be in writing and signed by both parties.

13.3 Conflicts. To the extent that any term of this Agreement conflicts with that of a Purchase Order, the City of Dothan End User License Agreement shall control and govern the rights and obligations of the parties.

13.4 **Governing Law; Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Alabama, without regard to the choice or conflicts of law provisions of any jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments shall not apply to this Agreement. Any dispute, action, claim, or cause of action arising out of or in connection with this Agreement or the Software shall be subject to the exclusive jurisdiction of the state and federal courts located in Houston County, Alabama, and the parties irrevocably submit to the personal jurisdiction of such courts.

13.5 **Force Majeure.** The failure of NinjaOne to comply with any provision of this Agreement due to a Force Majeure Event shall not be considered a breach of this Agreement.

13.6 **Remedies.** Each party acknowledges that a breach of this Agreement by the other party (and, where applicable, the Users) may cause irreparable harm to the non-breaching party for which monetary damages are an insufficient remedy, and that the non-breaching party shall have the right to seek and recover equitable relief, including, but not limited to, an injunction or decree for specific performance, without the requirement of posting bond or proving damages. The non-breaching party's exercise of this right shall not waive its right to assert any other legal right or obtain any other remedy permitted under this Agreement or by applicable law. Each party's remedies set forth in this Agreement are cumulative and are in addition to, and not in lieu of, all other remedies each party may have at law or in equity, whether under this Agreement or otherwise.

13.7 **Attorney's Fees.** In the event of litigation between the parties concerning this Agreement or the Software, the prevailing party in the litigation shall be entitled to recover its reasonable attorney's fees and costs from the other party.

13.8 **Notice.** Except as otherwise provided in this Agreement, any notice or report required to be given under this Agreement shall be given as follows:

If to You, by email to the email address(es) provided by Your Reseller to NinjaOne for purposes of contacting You.

If to NinjaOne, by email to EULA@ninjaone.com.

13.9 **Severability.** If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

13.10 **Waiver.** The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

13.11 Intentionally Omitted.

13.12 **Entire Agreement.** The City of Dothan End User License Agreement embraces the full, complete understanding of the parties as to the subject matter hereof. All prior or contemporaneous representations, understandings, and agreements between the parties regarding the subject matter hereof, whether written or oral, expressed or implied, are superseded by this Agreement and shall be of no effect.

13.13 **Assignment.** You may not assign any of Your rights under this Agreement without the prior written consent of NinjaOne. Any purported assignment or delegation in violation of this Subsection 13.13 shall be null and void. An amalgamation, merger, change in control, re-organization, or other similar transaction by You (including, but not limited to, an asset sale, stock sale, reverse merger, or reverse triangular merger) shall be considered an "assignment" and require NinjaOne's consent pursuant to this Subsection 13.13. Furthermore, for the purposes of this Agreement, (i) the acquisition of an equity interest in You of greater than 50 percent by any third party, or (ii) the acquisition of an equity interest by You of greater than 50 percent of any third party, shall be considered an "assignment." NinjaOne may assign this Agreement to any third party that succeeds to NinjaOne's interests in the Software and assumes the obligations of NinjaOne hereunder, and NinjaOne may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party.

13.14 **No Third-Party Beneficiary.** Except as otherwise expressly provided herein, no third party is or shall be a beneficiary of this Agreement, and no third party (including, but not limited to, a User or Affiliate) shall have the right to enforce this Agreement.

13.15 **Electronic Transaction; Electronic Communications.** The parties agree that this Agreement may be formed, executed, and/or delivered by electronic means, including the use of electronic signatures and/or electronic agents. NinjaOne shall be entitled to communicate with You via email or other electronic communications. You consent to these communications and others regarding the Software, new product releases, upgrades, and other information that NinjaOne believes may be relevant to use of the Software.

13.16 **Headings.** Section headings in this Agreement are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

14. **Special Terms for Certain Products or Services.**

14.1 **Documentation Data Importation.** The following terms apply only to the extent that You import documentation data from a third-party provider to NinjaOne. In order to complete such importation, You must use the CSV form accessible on the NinjaOne platform for such purposes. You are solely responsible for the complete and accurate entry and saving of all documentation data in(to) the CSV form, including any errors or omissions. You represent and warrant as follows: (i) the documentation data is rightfully owned, in whole, by You, and You have unconditional authority to import the documentation data to NinjaOne; and/or the documentation data is rightfully owned, at least in part, by the individuals or entities who (or whose devices) are the subjects of the documentation data, and You have received all necessary consents from such individuals or entities to import the documentation data to NinjaOne; (ii) to the extent that You use a copy-and-paste function to enter the documentation data into the CSV form, or You enter the documentation data into the CSV form such that the manner in which the documentation data was compiled, organized, or presented by the third-party provider is maintained, You have the right to import the documentation data to NinjaOne in such manner; and (iii) importing the documentation data to NinjaOne will not cause You to be in breach of any contract or other agreement with any third party or of any third party's intellectual property or privacy rights. Notwithstanding anything to the contrary in this Agreement, and without limiting NinjaOne's other rights or Your other obligations under this Agreement, You shall indemnify, defend (through use of counsel acceptable to NinjaOne), and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including, but not limited to, reasonable attorney's fees and costs) arising from Your importation of documentation data to NinjaOne.

14.2 **Professional Services.** If the Purchase Order includes professional services to be performed by NinjaOne, the [NinjaOne Professional Services Addendum](#) (the "**Addendum**") applies to such services and is hereby incorporated by reference. Solely with respect to the professional services, to the extent that any term of this Agreement conflicts with that of the Addendum, the Addendum shall control and govern the rights and obligations of the parties. Otherwise, to the extent that any term of this

Agreement conflicts with that of the Addendum, this Agreement shall control and govern the rights and obligations of the parties.

NINJAONE, LLC

YOU: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the Board of Commissioners does hereby award bids and approve other purchases over \$30,000.00 by the City, which are attached to and made a part of this Resolution.

Section 2. That the sum of \$50,497.00 be appropriated in FY 2026 to the General Fund/ Administration Department/Capital Outlay/Capital Construction, Account Number 001-0160-501.60-67, Project # INNOVA for the purchase of a server. This appropriation is to be funded by increasing the General Fund/Non-Revenue Resources/ Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$50,497.00 in FY 2026.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



CITY OF DOTHAN, ALABAMA
1/6/2026

BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	26-009	257	25KVA/37.5KVA Overhead Transformers <i>Quantities and Unit Prices-See Attached Bid Tab</i> <i>Lowest Responsible Bidder-Memo Attached</i>	Sonepar Dothan, AL	\$ 103,260.00 (more/less)
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
General Services Fleet	26-010	80	Automotive Batteries <i>Various sizes/types, Bid Tab Attached</i> <i>Lowest Bidder</i>	NAPA Auto Parts Dothan, AL	\$ 36,362.83 (more/less)

FY 2026 OTHER PURCHASES \$30,000 OR MORE

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Capital	Hudson Alpha Security Video Server <i>Sole Source</i> <i>Quote Attached</i>	Harris Security Ozark, AL	\$ 50,497.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	Fence Replacement at North Dothan Substation <i>Public Works Project under \$100k</i> <i>Lowest Quote-See Attached</i>	Fenced-In Dothan, AL	\$ 43,538.34
DEPARTMENT	ITEM	VENDOR	AMOUNT
Fire Emergency Operations-Uniforms	Turnout Gear (Coat/Pant) <i>Quantity (20 sets), \$3,024.70 EA</i> <i>Newly Hired Firefighters and Replacement of out of date gear</i> <i>Sourcewell Contract 010424-VKN,</i> <i>Contract maturity 3/27/28</i>	Central Alabama Training Solutions Tuscaloosa, AL	\$ 60,494.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Insurance	Deductible for Damage Claims <i>Professional Services</i>	Alabama Municipal Insurance Corp Montgomery, AL	\$ 165,940.99
DEPARTMENT	ITEM	VENDOR	AMOUNT
Police Patrol	Body Armor Vest <i>Quantity (120), \$560 EA</i> <i>Previously Awarded Bid 23-135,</i> <i>Approved 10/3/23, Resolution 2023-352</i> <i>Replacements and New Hires</i>	Galls Lexington, KY	\$ 67,200.00

FY 2026 OTHER PURCHASES \$30,000 OR MORE

DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology Citywide	<i>Nutanix Software Renewals and Hardware</i> <i>State Contract MA230000004192 Contract Maturity 9/30/26 State Contract MA230000003919 Contract Maturity 4/24/27 Detail Quotes Attached</i>	SHI Somerset, NJ	\$ 138,762.05
DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Traffic Engineering	<i>Network Cameras (Traffic Intersections)</i> <i>Detail Quote Attached Quantity (10), \$4,608.56 EA GSA Contract 47QTCA18D00C7, Contract maturity 10/24/26</i>	Affinitech Eden Prairie, MN	\$ 46,085.60

Notes:

¹ ITB: Number of Invitations to Bid sent to registered bidders.

RESOLUTION NO. _____

BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the Board of Commissioners does hereby approve advance travel requests for individual City employees as stated in Exhibit "A", which is attached and made a part of this Resolution.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Billy Powell Kenny Thompson Josh Ezell Donald McClung Kaleb Bass Nalarence Davis Sara Grace Lockard Maggie Lord Cynthia Green Jyssica Curenton Theresa Reynolds	Alabama Recreation & Parks Association (ARPA) State Conference Orange Beach, AL	\$ 7,350.00
Jimmy Watkins Robert Cole	Advanced Vice and Narcotics Investigations Course Nashville, TN	\$ 2,260.01
Kevin Moore	Stabilization Level 3 Sustainment Course Mobile, AL	\$ 0.00
Angie Akos	Electric Cities of Alabama (ECA) 2026 Spring General Managers Retreat Sylacauga, AL	\$ 1,878.80
Nicholas Krista	TASER Master Instructor Certification Fort Worth, TX	\$ 1,360.00
Jerry Philyaw Isaiah Jones Zachary Lineberry Jessie Kellum	Interview & Interrogation Course Meridian, MS	\$ 920.00
William E. Benny	Alabama Association of Chiefs of Police (AACOP) Winter Conference Montgomery, AL	\$ 1,118.00
Romona Marcus Tamra Reynolds	Government Finance Officers Association of Alabama (GFOAA) Annual Conference & Training Program Mobile, AL	\$ 2,063.20