

AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., JANUARY 20, 2026

1. **Invocation: Pastor Lyle Peluso – Dothan Vineyard Church**
2. **Pledge of Allegiance: Commissioner Bedwell**
3. **Roll Call: Saliba__Daniels__Kirksey__Bedwell__Stock__Pierce__Crutchfield__**
4. **Approval of Previous Minutes:**

- Minutes of January 6, 2026 Meeting

5. **Communications from Mayor and City Commissioners:**

- Proclamation – “Human Trafficking Awareness Month” – Morgan Blankenship, Executive Director, Dare to Hope

Documents:

[proclamation human trafficking awareness month.pdf](#)

6. **Communications from City Manager:**

- Presentation by HudsonAlpha Wiregrass and Orran Scruggs
- FY2025 Annual Rebuild Alabama Report – Public Works Department

Documents:

[fy2025 annual rebuild alabama report.pdf](#)

7. **Res. No. _____ Accepting the renewal proposal provided by McGriff Insurance Services with coverage underwritten by Chubb/ACE American Insurance Company for Cancer and Disability Insurance at a cost of \$172.00 per active firefighter per year.**

Documents:

[mcgriff insurance services proposal for firefighter cancer and disability insurance.pdf](#)

8. **Res. No. _____ Entering into a temporary event license agreement with the Krewe of Kolosse for use of the leased Southeast Alabama Community Theatre’s parking lot for activities related to the 2026 Mardi Gras Parade.**

Documents:

[mardi gras parade kok temporary event license agreement.pdf](#)

9. **Res. No. _____ Entering into a contract with Pace Analytical, LLC for the Professional Laboratory Services for the City of Dothan Drinking Water Monitoring Program in the amount of \$72,773.07.**

Documents:

[pace analytical contract for drinking water monitoring program lab services.pdf](#)

10. **Res. No. _____ Entering into a cooperative agreement with ALDOT (Alabama Department of Transportation) for maintenance and mowing of public rights-of-way on various state routes in Dothan with reimbursement of \$50,000.00 per year to the City.**

Documents:

[aldot cooperative agreement for maintenance and mowing public rows.pdf](#)

11. **Res. No. _____ Entering into an agreement with PFM Group Consulting, LLC to provide a business license fee study and benchmarking consulting services for a fee of \$49,000.00.**

Documents:

[pfm group consulting business license fee study agreement.pdf](#)

12. **Res. No. _____ Approving Change Order No. 1 (Final) with Blankenship Contracting, Inc. for the 2024 West Main Street Sewer Replacement Project, resulting in a deduct of \$692,078.20 for a final contract price \$4,846,331.30 and an additional 247 days for a total contract time of 457 days.**

Documents:

[blankenship contracting change order for 2024 w main st sewer replacement project.pdf](#)

13. **Res. No. _____ Awarding the bid, entering into a contract, and issuing a notice to proceed to Smith's Inc., for the HVAC Upgrades: Chiller and Pumps Replacement Project at Dothan Utilities Warehouse in the amount of \$287,700.00.**

Documents:

[smiths inc contract for hvac upgrades at dothan utilities warehouse.pdf](#)

14. **Res. No. _____ Agreeing to participate in the Main Street Alabama Program by providing funding to the Dothan Area Convention & Visitors Bureau in the amount of \$100,000.00 per year for an initial three (3) year commitment.**

Documents:

[main street alabama program funding.pdf](#)

15. **Res. No. _____ Appointing Stephanie Harden as a member of the Substance Abuse Board.**

Documents:

[substance abuse board appointment.pdf](#)

16. **Res. No. _____ Re-appointing Joey Pilcher and Jason Rudd as members of the City of Dothan-Houston County Communications District Board.**

Documents:

[communications district board reappointments.pdf](#)

17. **Res. No. _____ Re-appointing Adam Dozier as a supernumerary member of the Planning Commission.**

Documents:

[planning commission supernumerary reappointment.pdf](#)

18. **Res. No. _____ Approving payment of invoices for the month of December, 2025 in the amount of \$30,588,399.23.**

Documents:

[payment of invoices.pdf](#)

19. **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](#)

20. **Res. No. _____ Approving advance travel requests for City employees.**

Documents:

[travel requests.pdf](#)

21. **Adjournment.**

PROCLAMATION

WHEREAS, human trafficking is a public health issue and crime that harms the health and well-being of children, individuals, families, and communities, often across generations; and

WHEREAS, human trafficking can happen to anyone in every community; and

WHEREAS, human trafficking is connected to many other forms of violence and exploitation, and often shares common risk factors, such as lack of resources and unsafe environments; and

WHEREAS, strengthening communities requires collective action to prevent, recognize, and reduce the conditions that contribute to exploitation and to create environments where people are protected from human trafficking and other forms of violence; and

WHEREAS, a successful response to human trafficking requires a coordinated, community-wide response that includes collaboration across sectors and with those who have experienced human trafficking to ensure that services and programs are effective and meet the needs of survivors; and

WHEREAS, every individual, family, community, and organization can help raise awareness, prevent trafficking, and support survivors by learning how to take action.

NOW, THEREFORE, I, Mark Saliba, Mayor of the City of Dothan, do hereby proclaim January, 2026, as

"HUMAN TRAFFICKING AWARENESS MONTH"

in the City of Dothan and we ask all residents of this community to join us in raising the visibility of this crime whose victims are all too often invisible. Together, we can become more informed about this pressing issue and work to combat its injustices.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 20th of January, 2026.

SEAL

Attest:

Wendy Shiver
City Clerk



Mark Saliba
Mayor

FY2025 Annual Rebuild Alabama Report

The City of Dothan's FY2025 Rebuild Alabama Transportation Plan programmed the construction of an intersection improvement project at West Main Street (U.S. Hwy. 84) and John D. Odum Road. The intersection improvement project is part of an ALDOT ATRIP-II project with combined City and Rebuild Alabama funds. Construction of the project began in FY2025 and was completed in early FY2026. The City of Dothan concurred with the Alabama Department of Transportation's recommendation to award the contract to the lowest responsible bidder under Resolution Number 2024-323 and submitted its portion of payment.

The total amount spent in FY2025 for the intersection improvement project is \$941,043.18. All allocated Rebuild Alabama Funds were utilized during the construction of this project.

A handwritten signature in blue ink, appearing to read "Tommy J. Wright", with a long horizontal flourish extending to the right.

Public Works Director

Tommy J. Wright, P.E.



Rebuild Alabama Certificate of Compliance



To: Chair of the Joint Transportation Committee
Senate Pro Tempore
Speaker of the House

From: City of Dothan
Tommy J. Wright, P.E.
Public Works Director


Signature

Re: Rebuild Alabama Certificate of Compliance
FY 2025

This certificate of compliance is being submitted as required by the Rebuild Alabama Act to verify a minimum of 50% of the **Rebuild Alabama Funds** for the fiscal year 2025 were expended utilizing a contract. The actual expenditures under a contract were 100%.

Should you need any other info related to these projects, please feel free to contact the Public Works office.

Tommy J. Wright, P.E.
Public Works Director
tjwright@dothan.org
(334) 615-4420
126 N. Saint Andrews St.
Dothan, AL 36303

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 shall comply with Alabama law Act #2019-361 to provide Cancer and Disability insurance, as stipulated by law, to active firefighters employed with the City of Dothan and to provide the basic coverage benefits and provisions thereof.

Section 2: That the City accepts the renewal proposal provided by McGriff Insurance Services with coverage underwritten by Chubb/ACE American Insurance Company for \$172.00 per active firefighter per year for a one (1) year period beginning January 1, 2026, through December 31, 2026, with renewal.

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

Please send separate check payable to:

>>>>>>

Chubb

PREMIUM NOTICE Standard Mail

1/7/2026

Chubb
Dept. CH 10678
Palatine, IL 60055 - 0678

Overnight Address

Chubb
Chicago Regional Lockbox – Genius 10678
5505 N. Cumberland Ave, Suite 307
Chicago, IL 60656-1471

278336 - GEN

Policy Number	Transaction	Effective Date	Premium	Premium	
PTP N17937522	Renewal Standard	01/01/26	\$34,228.00	\$34,228.00	
<i>Please return a copy of this invoice with your remittance to the address shown above.</i>					
Policy will be subject to cancellation for non-payment if full payment is not received by the due date indicated below.					
Total			\$34,228.00	\$34,228.00	

Policyholder: City of Dothan
Policy Number: PTP N17937522
Period Covered: 1/1/2026-1/1/2027
Due Date: 02/07/26

CHUBB®

ACE American Insurance Company
(A stock Company)
Philadelphia, PA 19106

Alabama Firefighter Cancer Insurance Application

Application is hereby made for a plan of Blanket Cancer Insurance based on the following statements and representations:

Policyholder (Full Legal Name): City of Dothan

Street Address: 126 North Saint Andrews Street

City, State, Zip: Dothan, AL 36303

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N17937522

Policy Effective Date: January 1, 2026

Policy Termination Date: January 1, 2027

Policy Term: January 1, 2026 to January 1, 2027

CLASSES OF ELIGIBLE PERSONS (elect all that apply):

- Class 1: All active Career Firefighters of the Policyholder
- Class 2: All Certified Volunteer Firefighters of the Policyholder
- Class 3: All Non-Certified Volunteer Firefighters of the Policyholder

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

DESCRIPTION OF COVERAGE (elect all that apply for the classes above):

Benefits:

Lump Sum and Disability Cancer Benefits

Enhanced Covered Cancer Benefit

Cancer Death Benefit

Waiting Period:

- none 12 months

Premium: Class 1: \$34,228.00
Class 2: \$Not Applicable
Class 3: \$Not Applicable

Total Premium: \$ per Policy Term

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

WARNING: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION, FINES, OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent
(Where Required by Law)

CHUBB

ACE American Insurance
Company
(a Stock Company)
Philadelphia, PA 19106

Blanket Cancer Policy

POLICYHOLDER:	As shown on the Alabama Firefighter Cancer Insurance Application
POLICY NUMBER:	As shown on the Alabama Firefighter Cancer Insurance Application
POLICY EFFECTIVE DATE:	As shown on the Alabama Firefighter Cancer Insurance Application
POLICY TERM:	As shown on the Alabama Firefighter Cancer Insurance Application
STATE OF DELIVERY:	Alabama

This Policy takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Policyholder's address, on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JUAN ORTEGA, President



BRANDON PEENE, Secretary

**THIS IS A BLANKET INSURANCE POLICY. IT PAYS LIMITED BENEFITS FOR SPECIFIC LOSSES
FROM CANCER ONLY.
BENEFITS ARE NOT PAID FOR LOSS DUE TO ANY OTHER CAUSE.**

PLEASE READ THE POLICY CAREFULLY.

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SCHEDULE OF BENEFITS

PREMIUM DUE DATE: On or before the Policy Effective Date, and subsequently, on the date the Policy renews, if Policy is renewed for an additional term

CLASSES OF ELIGIBLE PERSONS:

As shown on the Alabama Firefighter Cancer Insurance Application

ELIGIBILITY WAITING PERIOD FOR ALL CLASSES: As shown on the Alabama Firefighter Cancer Insurance Application

PLAN BENEFITS:

Class 1

Lump Sum Cancer Benefits

Early Stage Cancer Benefit: \$6,250
Advanced Cancer Benefit: \$25,000
Lifetime Maximum for
Lump Sum Cancer Benefits: \$50,000

Disability Benefit

Monthly Benefit Amount: \$3,000, minus Other Income Benefits
Benefit Waiting Period: 6 months from the date of the Total Disability
Maximum Benefit Period: 36 months

Class 2

Lump Sum Cancer Benefits

Early Stage Cancer Benefit: \$6,250
Advanced Cancer Benefit: \$25,000
Lifetime Maximum for
Lump Sum Cancer Benefits: \$50,000

Disability Benefit

Monthly Benefit Amount: \$3,000, minus Other Income Benefits
Benefit Waiting Period: 6 months from the date of the Total Disability
Maximum Benefit Period: 36 months

Class 3

Lump Sum Cancer Benefits

Early Stage Cancer Benefit: \$6,250
Advanced Cancer Benefit: \$25,000
Lifetime Maximum for
Lump Sum Cancer Benefits: \$50,000

Disability Benefit

Monthly Benefit Amount: \$1,500, minus Other Income Benefits
Benefit Waiting Period: 6 months from the date of the Total Disability
Maximum Benefit Period: 36 months

ADDITIONAL BENEFITS: (Applies to the Classes of Eligible Persons as shown on the Alabama Firefighter Cancer Insurance Application)

Enhanced Covered Cancer Benefit
Cancer Death Benefit

INITIAL PREMIUM RATES: As shown on the Alabama Firefighter Cancer Insurance Application

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

“Active Service” means a Insured is either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

“Advanced Cancer” means a Diagnosis of Covered Cancer for which there are one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue, and any one of the following apply:

- (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary; or
- (b) There is Metastasis; or
- (c) The Insured has terminal cancer, is expected to die within 24 months or less from the date of Diagnosis, and will not benefit from, or has exhausted, curative therapy.

“Carcinoma in Situ” means a Covered Cancer in which the tumor or cells still lie within the tissue of origin without having invaded neighboring tissue or regional lymph nodes. This definition does not include non-melanoma skin cancers, pre-malignant lesions (intraepithelial neoplasia, for example), or benign tumors or polyps.

“Career Firefighter” means any person employed with the state, a county or municipal government, an airport authority, or a fire district who has obtained certification as a firefighter through and as defined by the Alabama Firefighters’ Personnel Standards and Education Commission, or a firefighter employed by the Alabama Forestry Commission who has been certified by the State Forester as having met the wild land firefighter training standard of the National Wildfire Coordinating Group, and is offered typical employment benefits, including health insurance coverage.

“Certified Volunteer Firefighter” means any person who is an active member of a volunteer or combination career and volunteer fire department, as recognized by the Alabama Forestry Commission, and who has obtained certification as a volunteer firefighter through and as defined by the Alabama Firefighters’ Personnel Standards and Education Commission, who may or may not receive remuneration for firefighting activities, but is not offered typical employment benefits, including health insurance coverage. A Certified Volunteer must have completed a medical physical and physical statement as required for certification by the Alabama Firefighters’ Personnel Standards and Education Commission in order to be eligible for coverage under this Policy.

“Covered Cancer” means a Cancer that was Diagnosed after the Policy Effective Date. Covered Cancer includes only the following types of cancer: bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; Hodgkin’s lymphoma or non-Hodgkin’s lymphoma.

A Doctor board certified in the medical specialty appropriate for the type of Covered Cancer must confirm the diagnosis of Cancer in writing.

“Covered Loss” or “Covered Losses” means a condition or disability covered under the Policy.

“Diagnosed, Diagnosis” means the definitive establishment of a Cancer through the use of clinical or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required in the Policy. Any type of medically appropriate Diagnosis will be accepted. For a pathological Diagnosis, the date of Diagnosis for Cancer is the date the tissue specimen, blood samples or titer(s) are taken upon which the Diagnosis of Cancer is based.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured’s Immediate Family or household.

“Early Stage Cancer” means a Diagnosis of Covered Cancer for which any one of the following apply:

- (a) There is Carcinoma in Situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary; or
- (b) There are malignant tumors which are treated by endoscopic procedures alone; or
- (c) There are malignant melanomas; or
- (d) There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy.

“Insured” means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

“Lifetime Maximum for Lump Sum Cancer Benefits” means the combined maximum amount payable to an Insured during his or her lifetime for Lump Sum Cancer Benefits.

“Medically Necessary” means a treatment, service or supply that is: 1) required to treat a Covered Cancer; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Insured’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

“Metastasis” means a Covered Cancer for which secondary malignant growths have spread to a different part of the body from the tissue in which the Cancer originated. This definition does not include “locally advanced cancer” that has spread to nearby tissues or lymph nodes but not throughout the body.

“Non-Certified Volunteer Firefighter” means any person who is an active member of a volunteer or combination career and volunteer fire department, as recognized by the Alabama Forestry Commission, and who has not obtained certification as a volunteer firefighter through and as defined by the Alabama Firefighters’ Personnel Standards and Education Commission, who may or may not receive remuneration for firefighting activities, but is not eligible for typical employment benefits, including health insurance coverage. A Non-Certified Volunteer must have completed a medical physical and physical statement as required for certification by the Alabama Firefighters’ Personnel Standards and Education Commission in order to be eligible for coverage under this Policy.

“We,” “Our,” “Us” means the insurance company underwriting this insurance or its authorized agent.

ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she completes the Eligibility Waiting Period, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

EFFECTIVE DATE OF INSURANCE

An Eligible Person who is not required to contribute to the cost of this insurance will be insured on the later of:

1. the Policy Effective Date;
2. the date he or she is eligible after having satisfied the Eligibility Waiting Period

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

Insurance for an Eligible Person who is required to contribute to the cost of this insurance is effective on the latest of the following dates:

1. the Policy Effective Date;
2. the date We receive the completed enrollment form; or
3. the date the required premium is paid.

TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates; or
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid; or
4. the Lifetime Maximum Benefit for Lump Sum Cancer Benefits has been reached.

DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

Lump Sum Cancer Benefits

If an Insured is Diagnosed with Early Stage Cancer or Advanced Cancer, We will pay the applicable lump sum amount shown in the Schedule of Benefits for that Covered Cancer, subject to satisfying the Eligibility Waiting Period shown in the Schedule of Benefits

Lump Sum Cancer Benefits are subject to the Lifetime Maximum shown in the Schedule of Benefits. Any Insured who is simultaneously a member of more than one fire department at the time of Diagnosis may only receive Cancer Benefits from one fire department.

Disability Benefit

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Insured is Totally Disabled as a direct result of, and from no other cause but, a Covered Cancer that is Diagnosed while covered under this Policy. Disability Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied;
2. the Insured is under the Appropriate Care of a Doctor; and
3. the Insured provides satisfactory proof of Total Disability to Us.

We will require continued proof of the Insured's Total Disability from time to time at least once a quarter at the Insured's expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date the Insured dies; or
2. the date the Insured is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Insured fails to submit satisfactory proof of continuing Total Disability.

"Appropriate Care" means the determination of an accurate and medically supported Diagnosis of the Insured's Total Disability, or ongoing medical treatment and care of the Insured's Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

"Benefit Waiting Period" means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

"Other Income Benefits" means any other disability benefits actually paid to the Insured, from any source other than insurance separately purchased by the Insured. Other Income Benefits include benefits paid under:

1. any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security or retirement benefits the Insured receives or any third party receives (or is assumed to receive) on the Insured's behalf or for the Insured's dependents; or, if applicable, that the Insured's dependents receive (or are assumed to receive) because of the Insured's entitlement to such benefits.
3. Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by the Insured. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

"Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

“Total Disability” or “Totally Disabled” means that the Insured, as a direct result of a Covered Cancer, is unable to perform the substantial and material duties of his or her occupation as a firefighter for a period of at least six (6) months. After the initial Benefit Waiting Period, total disability means the Insured’s inability to perform the duties of his or her occupation as a firefighter.

Successive Periods of Disability

Once the Insured is Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless the Insured returns to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period and Maximum Benefit Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or the Insured’s later Total Disability occurs after the Insured’s coverage under the Policy ends. This provision will not apply if the Insured is eligible for coverage under a plan that replaces the Policy.

Reduction in Disability Benefits

The amount of the Insured’s Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of the Insured’s Total Disability.

Not Covered

No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Continuation of Insurance Benefit

If after at least one year as a Career Firefighter, Certified Volunteer or Non-Certified Volunteer for the Policyholder, the Insured departs from employment, ceases to be a volunteer, or retires, and if an Insured’s insurance ends because his or her employment ends, he or she ceases to be a volunteer, or he or she retires, the Insured may apply to continue this insurance.

The Insured must apply for continuation within 31 days after his or her coverage under the Policy ends. The Insured is responsible for all payment of premiums in order to continue coverage. Premiums will be based on the table of rates in force at that time for such policies based on the Insured’s age and class of risk and will not exceed the current amounts charged to active firefighters. The Insured will not be required to provide evidence of insurability.

If the Insured is Diagnosed with a Covered Cancer within the initial 31 days after his or her coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.

EXCLUSIONS

We will only pay benefits for a Covered Cancer. We will not pay benefits for:

- any illness, sickness or disease except for a Covered Cancer Diagnosed while coverage under this Policy is in force.
- any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- a Covered Cancer or treatment of a Covered Cancer that is Diagnosed prior to the Effective Date of an Insured's coverage, or during an Insured's Eligibility Waiting Period.
- any Covered Cancer unless the Insured has satisfied the Eligibility Waiting Period shown in the Schedule of Benefits.
- medical expenses for which the Insured receives benefits under any Worker's Compensation Act, as an alternative to coverage under this Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 10 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse and children in equal shares; 2) Parents. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

Payment Of Proceeds: In no event will We pay more than the benefits payable under this policy for all policies providing the same or similar benefits issued to the Policyholder and underwritten by Us.

Facility of Payment: Whenever payments that should have been made under this Policy are made by any other policy, We shall have the right to pay over to any plan making such other payments any amounts We shall determine are warranted in order to satisfy the intent of this provision. The amounts so paid shall be considered benefits paid under this Policy and, to the extent of such payments, We shall be fully discharged from liability under this Policy.

Recovery of Payment: If We determine the benefits paid under this Policy are eligible benefits under any other plan, we may seek to recover any benefits covered by another plan to the extent that the Insured is eligible for payment.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

Assignment: At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Insured as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on the Policy before 60 days following the date proof of loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

ADMINISTRATIVE PROVISIONS

Premiums: The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

Changes In Premium Rates: We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Payment of Premium: The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period: A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Insureds, are the entire contract. Any statements made by the Policyholder or Insureds will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

Policy Effective Date and Termination Date: The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered. We may terminate this Policy by giving 60 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. Either We or the Policyholder may terminate this Policy on any Premium Due Date by giving 60 days advance written (or authorized electronic or telephonic) notice to the other party. This Policy may be terminated at any time by mutual written or authorized electronic/telephonic consent of the Policyholder and Us. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due. We may cancel the Policy as of any Premium Due Date if Participation Requirements are not met. Termination takes effect at 12:00 a.m. (midnight) Standard Time at the Policyholder's address on the date of termination.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Insured. No error will continue the insurance of a Insured beyond the date it should end under the Policy terms.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

Certificates Of Insurance: Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

Conformity With State Laws: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Chubb. Insured.SM



ACE American Insurance Company
436 Walnut Street
Philadelphia, PA 19106

Additional Benefit Rider

This Rider is made a part of the Policy to which it is attached. This Rider applies only to Cancers that are diagnosed on or after the Policy Effective Date. This Rider is subject to all of the terms, limitations and exclusions of the Policy except as they are changed by it.

In return for the payment of any additional required premium, We will provide the coverage described in this Rider.

ELIGIBILITY:

Only those individuals in the Classes of Eligible Persons defined below are eligible for coverage under this Rider. A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Classes of Eligible Persons: As shown on the Application

ADDITIONAL BENEFITS:

1. **Enhanced Covered Cancer Benefit** (if elected on the Alabama Firefighter Cancer Insurance Application)

The definition of **Covered Cancer** shown in the Definitions section of the Policy is hereby deleted and replaced with the following:

“**Covered Cancer**” means any cancer that was Diagnosed after the Policy Effective Date.

A Doctor board certified in the medical specialty appropriate for the type of Covered Cancer must confirm the diagnosis of Cancer in writing.

2. **Cancer Death Benefit** (if elected on the Alabama Firefighter Cancer Insurance Application)

Principal Sum: \$75,000

If a firefighter dies as the direct result of a Covered Cancer or treatment of a Covered Cancer while covered under this Policy, We will pay the Principal Sum shown above in this Rider. In order for benefits to be payable, the diagnosis of Covered Cancer must occur while covered under this Policy.

This Rider ends at the same time as the Policy. Nothing contained in this Rider will change, waive or extend any provision of the Policy except as stated herein.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

**CHUBB GROUP
U.S. PRIVACY NOTICE**

FACTS	WHAT DOES CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?
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Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice</p>
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How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Who we are

Who is providing this notice?

The Chubb Group. A list of these companies is located at the end of this document.

What we do

How does Chubb Group protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

How does Chubb Group collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Chubb does not share with nonaffiliates so they can market to you.

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include categories of companies such as banks.

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Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, NV, OH, OR, and VA only: Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate or if you would like us to delete any of this information, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For California residents only: Under state law, under certain circumstances, you also have the right to correct, amend, or delete the personal information about you that we have on file by writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. We will respond to your request within 30 business days.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of December 16, 2025.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI");
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("Secretary of Health and Human Services" or "HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g., oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice summarizes the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes, but is not limited to, consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance,

utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend the Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you or otherwise permitted by HIPAA.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Substance Use Disorder Records

If you were treated by a health care provider or program that is subject to the federal privacy laws under 42 CFR Part 2 and you give consent for your Part 2 treatment records to be used and disclosed for purposes of treatment, payment, or health care operations, the Company may rely on such consent for its own future uses and disclosures of such records for treatment, payment, or health care operations.

Substance use disorder treatment records received from a programs subject to 42 CFR Part 2, or testimony relaying the content of such records, may not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless: (1) you provide written consent; or (2) the Company receives a court order accompanied by a subpoena or other legal requirement compelling disclosure and you, or the holder of your substance use disorder treatment record, are provided notice and an opportunity to be heard.

Under the HIPAA privacy and security rules, the Company may be required to comply with other more stringent state or federal privacy laws that require greater limits on disclosure of your PHI, such as 42 CFR Part 2 related to substance use disorder treatment records.

F. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

- (1) When required by law.
- (2) When permitted for purposes of public health activities, including when necessary to report product defects, permit product recalls and conduct post-market surveillance. PHI may also be used or disclosed if you may have been exposed to a communicable disease or are at risk of contracting or spreading a disease or condition, if authorized by law.
- (3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.
- (4) The Company may disclose your PHI to a health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- (5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or all objections were resolved in favor of disclosure by the court or tribunal.
- (6) For law enforcement purposes, including to report certain types of wounds or for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the Company is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.
- (7) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the

decendent. The Company may also disclose your PHI to organ procurement organizations.

- (8) The Company may use or disclose PHI for government-approved research, subject to conditions.
- (9) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- (10) For certain government functions such as related to military service or national security.
- (11) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.
- (12) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. **Rights of Individuals**

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or at alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy, or request an electronic copy, of your PHI contained in a "designated record set," for as long as the Company maintains the PHI. The Company may charge a reasonable cost-based fee for copies of your PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days. A single 30-day extension is allowed if the Company

is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made to carry out treatment, payment or health care operations, and certain other disclosures such as (1) to individuals about their own PHI; or (2) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email naprivacyoffice@chubb.com.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI

or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of Health and Human Services;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. *De-identified information* is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating coverage under a group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the plan sponsor has provided health benefits under the group health plan; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

You may file a complaint with the U.S. Department of Health and Human Services by sending a written complaint to Centralized Case Management Operations, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201, emailing OCRComplaint@hhs.gov, faxing (202) 619-3818, or visiting <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email naprivacyoffice@chubb.com.

VI. Chubb Group Legal Entities

The following is a list of the Chubb Group of Companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.

Alabama Firefighter Cancer Benefits for City of Dothan

You are a Covered Person and eligible for coverage under the plan, if You are in the eligible class defined below. For benefits to be payable, the Policy must be in force and the required premium must be paid. If You are not in Active Service on the date Your insurance would otherwise be effective, it will go into effect on the date You return to Active Service.

Class Description: All active Career Firefighters of the Policyholder.

Period of Coverage: You will be insured on the later of the Policy Effective Date or the date that You become eligible after having satisfied the Eligibility Waiting Period of 12 months. Your coverage will end on the earliest of the date:

- 1) the Policy terminates;
- 2) You are no longer eligible; or
- 3) the period ends for which premium is paid; or
- 4) the Lifetime Maximum Benefit for Lump Sum Benefits of \$50,000 has been reached.

Description of Benefits

Lump Sum Cancer Benefits – If You are Diagnosed with Early Stage Cancer or Advanced Cancer, We will pay the applicable lump sum amount shown below for that Covered Cancer.

Early Stage Cancer Benefit: \$6,250

Advanced Cancer Benefit: \$25,000

You must satisfy the Eligibility Waiting Period of 12 months.

Lump Sum Cancer Benefits are subject to the Lifetime Maximum of \$50,000.

If You are simultaneously a member of more than one fire department at the time of Diagnosis You may only receive Cancer Benefits from one fire department.

Disability Benefit - We will pay the Disability Benefit shown below if You are Totally Disabled as a direct result of, and from no other cause but, a Covered Cancer that is Diagnosed while covered under this Policy.

Monthly Benefit Amount for active Career Firefighters: \$3,000, minus Other Income Benefits

Disability Benefits will begin when:

1. the applicable Benefit Waiting Period of 6 months from the date of the Total Disability is satisfied;
2. You are under the Appropriate Care of a Doctor; and
3. You provide satisfactory proof of Total Disability to Us.

We will require continued proof of Your Total Disability from time to time at least once a quarter at Your expense, in order for benefits to continue.

Benefit Payments will end on the first of the following dates:

1. the date You die; or
2. the date You are no longer Totally Disabled; or
3. the date the Maximum Benefit Period of 36 months for this benefit ends; or
4. the date You fail to submit satisfactory proof of continuing Total Disability.

“Appropriate Care” means the determination of an accurate and medically supported Diagnosis of Your Total Disability, or ongoing medical treatment and care of Your Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

“Benefit Waiting Period” means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is 6 months from the date of the Total Disability.

“Other Income Benefits” means any other disability benefits actually paid to You, from any source other than insurance separately purchased by You. Other Income Benefits include benefits paid under:

1. any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five-year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. any Social Security or retirement benefits You receive or any third party receives (or is assumed to receive) on Your behalf or for Your dependents; or, if applicable, that Your dependents receive (or are assumed to receive) because of Your entitlement to such benefits.
3. Any proceeds payable under any group insurance or similar plan, provided the insurance was not separately purchased by You. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

“Pro rata share” means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

“Total Disability” or “Totally Disabled” means that You, as a direct result of a Covered Cancer, is unable to perform the substantial and material duties of Your occupation as a firefighter for a period of at least six (6) months. After the initial Benefit Waiting Period of 6 months from the date of the Total Disability, total disability means Your inability to perform the duties of Your occupation as a firefighter.

Successive Periods of Disability - Once You are Totally Disabled under the Policy, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless You return to work as a firefighter for at least 6 months between periods of Total Disability. Only one Benefit Waiting Period of 6 months from the date of the Total Disability and Maximum Benefit Period of 36 months applies to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or Your later Total Disability occurs after Your coverage under the Policy ends. This provision will not apply if You are eligible for coverage under a plan that replaces the Policy.

Reduction in Disability Benefits - The amount of Your Disability Benefits will be reduced by the amount of any Other Income Benefits paid on account of Your Total Disability.

Not Covered - No payment will be made for any Total Disability for which benefits are payable under any Workers’ Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

Continuation of Insurance Benefit - If after at least one year as a Career Firefighter for the Policyholder, You depart from employment, or retire, and if Your insurance ends because Your employment ends or You retire, You may apply to continue this insurance.

You must apply for continuation within 31 days after Your coverage under the Policy ends. You are responsible for all payment of premiums in order to continue coverage. Premiums will be based on the table of rates in force at that time for such policies based on Your age and class of risk and will not exceed the current amounts charged to active firefighters. You will not be required to provide evidence of insurability.

If You are Diagnosed with a Covered Cancer within the initial 31 days after Your coverage under the Policy ends, We will pay benefits under this Policy. After the initial 31 day period, no additional benefits are payable under this Policy.

Exclusions

Benefits will not be payable:

- 1) any illness, sickness or disease except for a Covered Cancer Diagnosed while coverage under this Policy is in force.
- 2) any other disease or incapacity that has been caused, complicated, worsened or affected by, or as a result of, Covered Cancer.
- 3) a Covered Cancer or treatment of a Covered Cancer that is Diagnosed prior to the Effective Date of Your coverage, or during Your Eligibility Waiting Period of 12 months.
- 4) any Covered Cancer unless the You have satisfied the Eligibility Waiting Period shown in the Schedule of Benefits.
- 5) medical expenses for which You receive benefits under any Worker's Compensation Act, as an alternative to coverage under this Policy.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

Definitions:

"Active Service" means You are either 1) if an employee, actively at work performing all regular duties on a full-time or part-time basis either at Your employer's place of business or someplace the employer requires You to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if a volunteer, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

"Advanced Cancer" means a Diagnosis of Covered Cancer for which there are one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue, and any one of the following apply:

- (a) Surgery, radiotherapy, or chemotherapy is Medically Necessary; or
- (b) There is Metastasis; or
- (c) You have terminal cancer, are expected to die within 24 months or less from the date of Diagnosis, and will not benefit from, or has exhausted, curative therapy.

"Carcinoma in Situ" means a Covered Cancer in which the tumor or cells still lie within the tissue of origin without having invaded neighboring tissue or regional lymph nodes. This definition does not include non-melanoma skin cancers, pre-malignant lesions (intraepithelial neoplasia, for example), or benign tumors or polyps.

"Career Firefighter" means any person employed with the state, a county or municipal government, an airport authority, or a fire district who has obtained certification as a firefighter through and as defined by the Alabama Firefighters' Personnel Standards and Education Commission, or a firefighter employed by the Alabama Forestry Commission who has been certified by the State Forester as having met the wild land firefighter training standard of the National Wildfire Coordinating Group, and is offered typical employment benefits, including health insurance coverage.

"Covered Cancer" means a Cancer that was Diagnosed after the Policy Effective Date. Covered Cancer includes only the following types of cancer: bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; Hodgkin's lymphoma or non-Hodgkin's lymphoma. A Doctor board certified in the medical specialty appropriate for the type of Covered Cancer must confirm the diagnosis of Cancer in writing.

"Covered Loss" or "Covered Losses" means a condition or disability covered under the Policy.

"Diagnosed, Diagnosis" means the definitive establishment of a Cancer through the use of clinical or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required in the Policy. Any type of medically appropriate Diagnosis will be accepted. For a pathological Diagnosis, the date of Diagnosis for Cancer is the date the tissue specimen, blood samples or titer(s) are taken upon which the Diagnosis of Cancer is based.

"Doctor" means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to You that is appropriate for the conditions and locality. It will not include You or a member of Your Immediate Family or household.

"Early Stage Cancer" means a Diagnosis of Covered Cancer for which any one of the following apply:

- (a) There is Carcinoma in Situ such that surgery, radiotherapy, or chemotherapy has been determined to be Medically Necessary; or
- (b) There are malignant tumors which are treated by endoscopic procedures alone; or
- (c) There are malignant melanomas; or
- (d) There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy.

"Insured" means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

"Lifetime Maximum for Lump Sum Cancer Benefits" means the combined maximum amount payable to You during Your lifetime for Lump Sum Cancer Benefits.

"Medically Necessary" means a treatment, service or supply that is: 1) required to treat a Covered Cancer; prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by Your condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

"Metastasis" means a Covered Cancer for which secondary malignant growths have spread to a different part of the body from the tissue in which the Cancer originated. This definition does not include "locally advanced cancer" that has spread to nearby tissues or lymph nodes but not throughout the body.

"You," "Your" means the Insured covered under the policy.

"We," "Our," "Us" means the insurance company underwriting this insurance or its authorized agent.

You must provide notification of a claim within 90 days of an Accident or Loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify You, the Policyholder, and the Policy Number.

Policy Number: PTP N17937522, Underwritten by ACE American Insurance Company, 436 Walnut Street, Philadelphia, PA 19106

Contact Information: For customer service, eligibility verification, plan information, or to file a claim, contact: Chubb NA at 800-336-0627 (from inside the U.S.) or 302-476-6194 (from outside the U.S.); fax 302-476-7857 for claims or inquiries or e-mail aceaandhclaims@chubb.com. To file a claim online, visit us at: <https://www.chubbclaims.com/ace/us-en/welcome.aspx>. Mail claims to: Chubb Accident & Health, PO Box 816, Portland, ME 04104.

This Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in the Policy issued to Your employer. The Policy is subject to the laws of the state in which it was issued. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference.

RESOLUTION NO. _____

WHEREAS, the City of Dothan, through the Dothan Downtown Redevelopment Authority, leases the corner lot and parking area located at East Crawford Street and South Saint Andrews Street from the owner, Southeast Alabama Community Theatre (SEACT); and

WHEREAS, the Krewe of Kolosse (KOK) has requested the use of said parking lot for set up and operation of KOK's VIP staging area and event operations related to the Mardi Gras parade event on February 14, 2026; and

WHEREAS, a temporary event license agreement is needed between parties for this use.

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 a temporary event license agreement with the Krewe of Kolosse for use of the leased Southeast Alabama Community Theatre's parking lot for activities related to the 2026 Mardi Gras Parade.

Section 2. That Mark Saliba, Mayor of the City of Dothan and in such capacity is hereby authorized and directed to sign 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

Temporary Event License Agreement

This Temporary Event License Agreement (this "Agreement") is entered into as of January 20, 2026 by and between the City of Dothan, Alabama (the "City"), for itself and/or through the Dothan Downtown Redevelopment Authority ("DDRA"), and the Krewe of Kolosse, an Alabama nonprofit corporation ("KOK"), with the acknowledgment and consent of Southeast Alabama Community Theatre ("SEACT"), solely as provided herein.

1. Grant of License; Purpose; No Tenancy.

1.1 Grant. Subject to the terms of this Agreement, the City hereby grants to KOK a limited, revocable, nonexclusive license to enter upon and use the real property commonly known as the corner lot and parking area at East Crawford Street and South Saint Andrews Street, Dothan, Alabama, as described in Exhibit A (the "Premises"), solely to set up and operate KOK's parade VIP staging area and related event operations on Saturday, February 14, 2026, between 7:00 a.m. and 10:30 p.m. (the "Event") and as necessary and approved for limited staging and setup on February 13, 2026.

1.2 No Tenancy. This Agreement confers a license only. It does not create a leasehold, easement, or other property interest. KOK has no right of exclusive possession and shall not assign or sublicense any rights hereunder.

2. Term; City Suspension/Termination.

2.1 Term. The license term shall begin at 7:00 a.m. on February 14, 2026, and shall end at 10:30 p.m. on February 14, 2026, including setup and breakdown within those hours, or hours as approved and needed the preceding day for staging and setup.

2.2 Suspension/Termination. The City may suspend or terminate this Agreement for safety, noncompliance, emergency, or governmental necessity. Upon termination, KOK shall promptly cease operations, vacate, and restore the Premises as required herein.

3. Event Plan; Restrictions; Compliance.

3.1 Event Plan. The Event shall be conducted in accordance with the written plan attached as Exhibit B, including site map/footprint, schedule, ingress/egress, crowd management, staffing, equipment list, sanitation, and emergency access (the "Event Plan"). Any material deviation requires prior written approval from the City (and SEACT if affecting the Premises).

3.2 Restrictions. No permanent alterations are permitted. No digging, coring, trenching, or staking into pavement or landscaped areas. Temporary signage,

Temporary Event License Agreement

Initials (City): _____ Initials (DDRA): PT Initials (KOK): HH Initials (SEACT): JLD

Page 2 of 6

fencing, and markings must be non-destructive and removed at close. No hazardous materials. Any generators, tents, staging, or temporary structures must comply with applicable codes and the Event Plan.

3.3 Compliance and Permits. KOK shall comply with all applicable laws and City requirements and shall obtain and comply with all permits/approvals necessary for the Event. Fire lanes and ADA access shall remain open at all times. KOK shall coordinate security, traffic, and emergency access with the City's police and fire departments.

3.4 Alcohol. Alcohol service (if any) requires full compliance with all licensing and control requirements. If no alcohol is permitted, KOK shall ensure none is served or consumed on the Premises.

4. **Site Protection; Utilities; Services.**

4.1 Protection. KOK shall protect existing improvements, lighting, utilities, and landscaping. No affixation to structures without prior written approval. KOK shall supply mats or protection where equipment/vehicles could damage surfaces.

4.2 Utilities and Services. KOK is responsible for Event-related utilities and services, including temporary power distribution, sanitation/portable restrooms, waste removal, and traffic control personnel, unless otherwise agreed in writing. Any use of on-site electrical requires prior approval.

5. **Cleanliness; Restoration; Deposit.**

5.1 Cleanliness. KOK shall keep the Premises clean during the Event and remove all trash and debris immediately thereafter.

5.2 Restoration. KOK shall restore the Premises to its pre-Event condition by 11:59 p.m. on February 15, 2026, including removal of all temporary installations and repair of any damage caused by KOK or its vendors/participants.

6. **Insurance.**

6.1 Coverage. At its sole cost, KOK shall maintain Commercial General Liability policy covering the Premises and the Event with limits not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate.

6.2 Additional Insured; Primary; Waiver. The City, SEACT and DDRA shall be named as additional insureds on the Events and CGL Policies for ongoing and products/completed operations on a primary basis, with waiver of subrogation to the extent available in favor of the City and SEACT.

Temporary Event License Agreement

Initials (City): _____ Initials (DDRA): PT Initials (KOK): NH Initials (SEACT): JLD

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6.3 Evidence. Certificates of insurance and copies of additional insured endorsements acceptable to the City shall be delivered by KOK no later than five (5) business days before the Event.

7. Indemnification; Damage; Reporting.

7.1 Indemnity. To the fullest extent permitted by law, KOK shall defend, indemnify, and hold harmless the City and SEACT, and their respective boards, officers, employees, agents, and volunteers, from and against any and all third-party claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to KOK's use or occupancy of the Premises or the Event, except to the extent caused by the negligence or willful misconduct of the party seeking indemnity.

7.2 Damage. KOK is responsible for damage to the Premises caused by KOK or its vendors, contractors, invitees, or participants. All incidents shall be immediately reported to the City; repairs shall be performed or paid for by KOK and/or its insurer to the City's reasonable satisfaction.

8. Fees; Donation.

8.1 No Access Fee. No license fee is charged for access under this Agreement. Access is conditioned solely on compliance with this Agreement.

8.2 Separate Donation. Any donation by KOK to SEACT (minimum \$ _____ as represented) is a voluntary charitable gift that is separate from and not consideration for this license or access to the Premises.

9. Vendors and Contractors; Participants.

9.1 KOK shall be responsible for the acts and omissions of its vendors and contractors and shall require them to comply with applicable provisions of this Agreement, including insurance, safety, and indemnity obligations. If KOK utilizes volunteers or admits VIP guests/participants, KOK shall implement appropriate participant waivers/releases consistent with the Event and applicable law.

10. Notices.

All notices shall be in writing and delivered by hand, recognized overnight courier, or certified mail to the addresses below (and by email copy if available). Notices are effective upon receipt.

Temporary Event License Agreement

Initials (City): _____ Initials (DDRA): PT Initials (KOK): 2/21 Initials (SEACT): JLD

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City of Dothan, Office of the City Manager

Attn: City Manager Mr. Randall S. Morris, P.E.

126 North Saint Andrews Street, Suite 201

Dothan, AL 36303

Email: citymanager@dothan.org and lmatheny@dothan.org

Dothan Downtown Redevelopment Authority (DDRA) – copy

Attn: Mr. Pat Thomas, Chairman

P.O. Box 896

Dothan, AL 36302

Email: _____

Southeast Alabama Community Theatre (SEACT) – copy

Attn: Director, Jennifer Doherty

909 S. Saint Andrews Street

Dothan, AL 36301

Email: seact@seact.com

Krewe of Kolosse (KOK)

Attn: Mr. Harry Hall

100 Adris Pl

Dothan, AL 36303

Email: info@kreweofkolosse.com and Harry@farmerprice.com

11. Miscellaneous.

11.1 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Alabama. Venue shall lie in Houston County, Alabama.

11.2 Entire Agreement; Amendments. This Agreement (with exhibits) is the entire agreement regarding the Event. Amendments must be in writing and signed by the City and KOK, with SEACT's written consent where required.

11.3 No Waiver; Severability. No waiver is effective unless in writing. If any provision is unenforceable, the remainder shall remain in effect.

11.4 Counterparts; electronic signatures. This Agreement may be executed in counterparts and by electronic signatures, each deemed an original.

Acknowledgment and Consent by SEACT.

SEACT, as owner/lessor of the Premises under that certain lease with the City/DDRA,

Temporary Event License Agreement

Initials (City): _____ Initials (DDRA): PT Initials (KOK): HZ Initials (SEACT): JLD

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hereby acknowledges and consents to KOK's Event as licensed herein, subject to and without waiver of any rights under such lease. This consent does not amend the lease or grant KOK any tenancy or third-party beneficiary rights under the lease. SEACT may revoke its consent if reasonably necessary to protect the Premises or comply with the lease.

Attachments:

Exhibit A – Premises Description (attach parcel references or map corresponding to East Crawford Street/S. St. Andrews Street corner lot and parking area)

Exhibit B – Event Plan and Site Map (to be provided by KOK and approved by the City; include footprint, schedule, ingress/egress, equipment list, sanitation, and safety plan)

Signature Page Follows

Temporary Event License Agreement

Initials (City): _____ Initials (DDRA): PT Initials (KOK): HH Initials (SEACT): JLD

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City of Dothan (the City)

By: _____

Name: Mark Saliba

Title: Mayor

Date: _____

Dothan Downtown Redevelopment Authority (DDRA) – Acknowledgment

By: Pat Thomas

Name: Pat Thomas

Title: Chairman

Date: 1/13/2026

Krewe of Kolosse (KOK)

By: Harry P. Hall II

Name: HARRY P. HALL, II

Title: Captain

Date: 1-9-26

Southeast Alabama Community Theatre (SEACT) – Consent

By: Jennifer L. Doherty

Name: Jennifer L. Doherty

Title: Executive Director

Date: 1/13/2026

Exhibit A

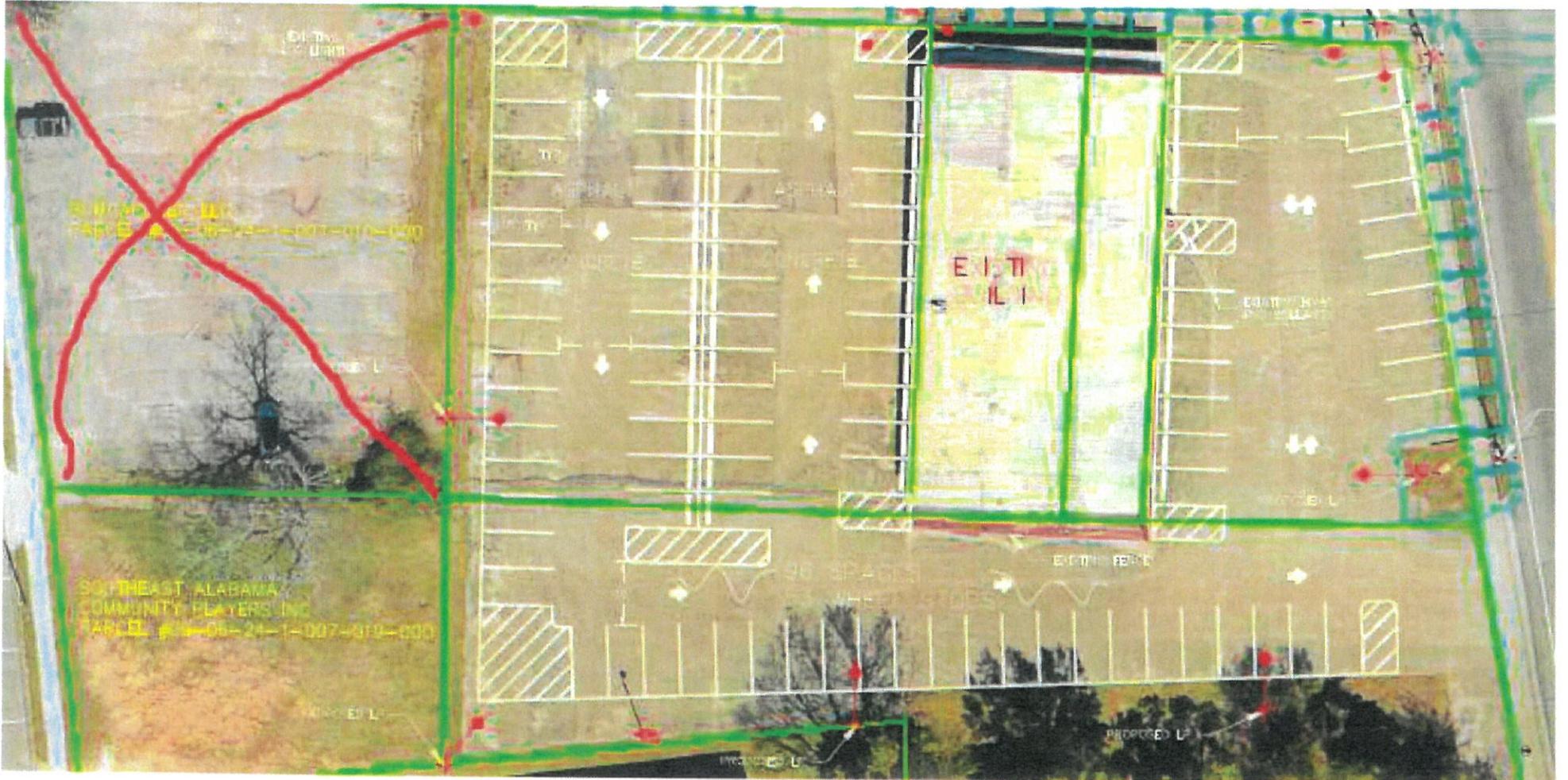


Exhibit B

2026 KOK Mardi Gras VIP Area

Event Plan

Schedule:

Load In: 2/12-2/13 Thursday/Friday before event

Event Time: 2/14/26 3pm-End of Parade (Roughly 8:00pm)

Load Out: 12/15/26 by EOD

Equipment List:

Food Truck (meals will be cooked only for prepaid ticket holders)

Mobile Bar (provide drinks for attendees of VIP Experience)

Freezer Truck (house supplies for mobile bar/cook)

Coolers (provided by Coke of Dothan)

Tents, Picnic Tables, Bleachers, Bike Racks

Sanitation:

Restrooms, Trash Cans provided by Martin Environmental

Ingress/Egress:

Access the site via the back side of property off Foster at 251 S Foster to be exact. There is a point here we would like to use for Entrance/Exit of the site. It will be stacked/taped off along with personnel working to assist in parking in back lot of site.

Safety:

Security will be provided by KOK along with secondary support from DPD/DFD. DFD will have a unit within 100 yards of the site at Vaughn Tower we will have access to.

Exhibit B, continued

Site Map:



RESOLUTION NO. _____

WHEREAS, the City of Dothan is required to perform water quality monitoring for specific contaminants according to the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM) Regulations and the ADEM issued Dothan Utilities Drinking Water Permit; and

WHEREAS, professional laboratory services are required for the analysis of said contaminants; and

WHEREAS, bids were opened and received on January 6, 2026, for the Professional Laboratory Services for the City of Dothan Drinking Water Monitoring Program; and Pace Analytical, LLC submitted the only responsive, responsible bid in the total amount of \$72,773.07; and

WHEREAS, funds are available in Fiscal Year 2026 Budget for Professional Laboratory Services for the City of Dothan Drinking Water Monitoring Program.

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 contract with Pace Analytical, LLC for the Professional Laboratory Services for the City of Dothan Drinking Water Monitoring Program in the amount of \$72,773.07, which said contract follows:

CONTRACT FORM

THIS AGREEMENT, made this 20th day of January, 2026, by and between City of Dothan, Alabama, herein called "Owner", acting herein through (Corporate Name of Owner)

Its Mayor, and Pace Analytical Services, LLC
(a corporation)

of Mobile County of Mobile, State of Alabama, herein called "Laboratory".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the LABORATORY hereby agrees with the OWNER to commence and complete the work described as follows:

Professional Laboratory Services for the City of Dothan Drinking Water Monitoring Program

hereinafter called the "Project", for the sum of seventy two thousand seven hundred seventy three Dollars and seven cents (\$ 72,773.07), based upon the Unit Price per Test provided in the Bid Form and any additional testing and associated costs above the scope of the Contract and Contract Documents which may be required due to system operational needs or as mandated by ADEM and/or EPA; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Contract Documents, which include all documents and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Dothan, Dothan Utilities Department herein entitled the Architect/Engineer/Owner.

The Owner agrees to pay the LABORATORY in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract, and to make payments on account thereof.

Contract documents that shall be made a part of this Contract include: Bid Form, Bid Schedule, Noncollusion Affidavit, Contract Form, and Specification for Drinking Water Laboratory Services.

IN WITNESS WHEREOF, the parties of these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal) _____
ATTEST: City of Dothan, Alabama
(Owner)

(Secretary) By: _____

(Witness) _____
(Title)

(Seal) _____

(Laboratory)

(Secretary) By: _____

(Witness) _____
(Title)

(Address)

(City, State, Zip Code)

NOTE: Secretary of the Owner should attest. If Laboratory is a Corporation, Secretary should attest.



CITY OF DOTHAN BID TABULATION SHEET

Bid 26-013

Bid Opening Date: 1/6/26		Drinking Water Monitoring Professional Laboratory Services					Pace Analytical Svcs Ormond Beach, FL			
Department: Dothan Utilities										
Commodity Codes: 961-48										
	2026 QTY	2027 QTY	2028 QTY	Matrix	Test Description	Method	Unit Price	Total	Unit Price	Total
IOCs and Secondary Maximums	Primary Inorganics and Secondary Maximums									
	27	-	-	Drinking Water	Aluminum	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Antimony	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Arsenic	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Barium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Beryllium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Cadmium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Calcium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Chloride	300.0	\$10.64	\$287.28		
	27	-	-	Drinking Water	Chromium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Copper	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Cyanide	335.4	\$26.59	\$717.93		
	27	-	-	Drinking Water	Fluoride	300.0	\$15.00	\$405.00		
	27	-	-	Drinking Water	Iron	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Lead	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Magnesium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Manganese	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Mercury	245.1	\$26.59	\$717.93		
	27	-	-	Drinking Water	Nickel	200.7	\$7.98	\$215.46		
	27	27	27	Drinking Water	Nitrate (as N)	300.0/353.2	\$12.00	\$972.00		
	27	-	-	Drinking Water	Nitrite (as N)	300.0/353.2	\$12.00	\$324.00		
	27	-	-	Drinking Water	Total Nitrate/Nitrite	300.0/353.2	\$24.00	\$648.00		
	27	-	-	Drinking Water	Selenium	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Silver	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Sodium	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Sulfate	300.0	\$10.64	\$287.28		
	27	-	-	Drinking Water	Thallium	200.8	\$7.98	\$215.46		
	27	-	-	Drinking Water	Zinc	200.7	\$7.98	\$215.46		
	27	-	-	Drinking Water	Color	SM2120B	\$12.00	\$324.00		
	27	-	-	Drinking Water	Odor	SM2150B	\$25.00	\$675.00		
27	-	-	Drinking Water	pH	SM4500H-B	\$10.64	\$287.28			
27	-	-	Drinking Water	Solids, Total Dissolved (TDS)	SM2540C	\$16.00	\$432.00			
27	-	-	Drinking Water	Surfactants MBAS Foaming Agents	SM5540C	\$39.00	\$1053.00			
27	-	-	Drinking Water	Carbon Dioxide	SM2320B	\$10.64	\$287.28			
27	-	-	Drinking Water	Hardness	SM2340B	\$15.95	\$430.65			
27	-	-	Drinking Water	Conductivity (Specific Conductance)	SM2510B	\$10.64	\$287.28			
27	-	-	Drinking Water	Alkalinity	SM2320B	\$10.64	\$287.28			
27	-	-	Drinking Water	Carbon, Total Organic (TOC)	SM5310B	\$30.00	\$810.00			
27	-	-	Drinking Water	Chlorine, Total Residual	SM4500CI-D	\$10.64	\$287.28			
VOCs	Primary Volatile Organics									
	30	5	5	Drinking Water	Volatile Organic Compounds (All)	524.2	\$80.50	\$3220.00		

	2026 QTY	2027 QTY	2028 QTY	Matrix	Test Description	Method	Unit Price	Total	Unit Price	Total
SOCs	Primary Synthetic Organic Contaminants									
	54	-	-	Drinking Water	Carbamates: Carbaryl, Methomyl, Oxamyl, Aldicarb Sulfoxide, Aldicarb Sulfone, Carbofuran, Aldicarb, 3-Hydroxycarbofuran	531.2	\$69.00	\$3726.00		
	54	-	-	Drinking Water	Diquat	549.2	\$74.75	\$4036.50		
	54	-	-	Drinking Water	Ethylene Dibromide/1,2-Dibromo-3-Chloropropane	504.1	\$32.20	\$1738.80		
	54	-	-	Drinking Water	Endothall	548.1	\$86.25	\$4657.50		
	54	-	-	Drinking Water	Glyphosate	547	\$63.25	\$3415.50		
	54	-	-	Drinking Water	Herbicides: Dalapon, Picloram, Dinoseb, 2,4-D, 2,4,5-TP, Pentachlorophenol, Dicamba	515.3	\$97.75	\$5278.50		
	54	-	-	Drinking Water	PCBs, Toxaphene and Chlordane	505	\$80.50	\$4347.00		
	54	-	-	Drinking Water	Semi-Volatile Organic Compounds and Pesticides: Alachlor ESA, Endrin, BHC-Gamma, Methoxychlor, Toxaphene, Di(2-Ethylhexyl) Adipate, Simazine, Di(2-Ethylhexyl) Phthalate, Hexachlorocyclopentadiene, Metolachlor, Atrazine, Lasso, Heptachlor, Heptachlor Epoxide, Dieldrin, Butachlor, Propachlor, Hexachlorobenzene, Benzo(A)Pyrene, Aldrin, Metribuzin	525.3	\$115.00	\$6210.00		
DBPs	Primary Disinfection Byproducts									
	2	2	2	Drinking Water	Trihalomethanes (THMs)	524.2	\$60.00	\$360.00		
	2	2	2	Drinking Water	Haloacetic Acids (HAAs)	552.3	\$66.47	\$398.82		
Radionuclides	Primary Radionuclides									
	27	-		Drinking Water	Gross Alpha	900.0	\$66.47	\$1794.69		
	27	-		Drinking Water	Radium-228	904.0	\$106.35	\$2871.45		
Lead and Copper and Corrosion Control	Lead and Copper									
	-	-	55	Drinking Water	Copper	200.8	\$7.98	\$438.90		
	-	-	55	Drinking Water	Lead	200.8	\$7.98	\$438.90		
	-	-	37	Drinking Water	Alkalinity	SM2320B	\$10.64	\$393.68		
	-	-	37	Drinking Water	Calcium	200.7	\$7.98	\$295.26		
	-	-	37	Drinking Water	Conductivity (Specific Conductance)	SM2510B	\$10.64	\$393.68		
	-	-	37	Drinking Water	Orthophosphate	365.1	\$10.64	\$393.68		
PFAS	Polyfluoroalkyl Substances									
	59	-	-	Drinking Water	Per- & Polyfluoroalkyl Substances (PFAS): PFBS, PFHPA, PFHxS, PFNA, PFOS, PFOA, PFDA, PFDOA, PFHXA, PFTA, PFTRDA, PFUNA, 11CL-PF3OUDS, 9CL-PF3ONS, ADONA, HFPO-DA, NETFOSAA, NMEFOSAA	537.1	\$250.00	\$14750.00		
Total							\$	72,773.07		

DESCRIPTION:

Professional Laboratory Services for Drinking Water Program for City of Dothan, Dothan Utilities.

DEPARTMENT APPROVAL/REMARKS:

Dothan recommends awarding the bid to Pace Analytical Services, LLC as indicated. A negotiation on pricing was attempted with no success (see attached).
A miscalculation of the submitted Chloride total bid was corrected to reflect unit pricing

Resolution # _____

Dated _____

Return to Department _____

[Signature]
1-12-26

[Signature] 1/12/26

Res. No. _____, entering into contract with Pace Analytical, LLC., for the Professional Laboratory Services for the City of Dothan Drinking Water Monitoring Program, continued.

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

RESOLUTION NO. _____

WHEREAS, the City of Dothan (City) desires to participate with the State of Alabama Department of Transportation (ALDOT) to provide mowing of the rights-of-way of various state routes within the City limits; and

WHEREAS, the City will provide said mowing with City forces; and

WHEREAS, ALDOT and the City wish to enter into a cooperative agreement for maintenance of public rights-of-way with reimbursement of \$50,000.00 per year from ALDOT for the purposes stated herein.

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 enter into a cooperative agreement with ALDOT for maintenance of public rights-of-way with reimbursement of \$50,000.00 per year for the mowing of the rights-of-way of various state routes within the City Limits, which said agreement is attached 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 and any associated documents for and in the name of the City of Dothan, which shall be attested by the City Clerk.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY WITH REIMBURSEMENT

County Houston

Route Number See item 15 on page 4

Milepost See item 15 on page 4

Resolution Number _____

Associated Permits and/or Documents This permit replaced permit 7-1-11067

<p>FOR OFFICIAL USE ONLY</p> <p>DATE RECEIVED FROM APPLICANT: <u> / / </u></p> <p>PERMIT NUMBER: _____</p>
--

THIS AGREEMENT, entered into this the _____ day of _____, 2026, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and City of Dothan herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside between see item 15 on page 4. In addition, the City will place herbicides on the ROW within the same routes & limits of the mowing. Herbicide products & rates should conform to the current edition of Ch. IV, ALDOT Herbicide Treatment Recommendations. Exceptions should be approved by the ALDOT agronomists _____ on Route _____, the APPLICANT agrees to maintain the vegetative cover on the right-of-way by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of the vegetative cover reaches N/A inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. All traffic control shall be the responsibility of the applicant and be in accordance with the latest version of the MUTCD currently in use by ALDOT.
3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.

4. Any proposed work, whether being performed or accomplished, that is described within or with any associated proposal is subject to the inspection and approval of ALDOT. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, or any termination.

5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.

6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.

7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.

8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.

9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*. Treatments shall be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

10. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

April 2024

If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.

12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.

13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

14. The APPLICANT shall provide a minimum of 2 mowing cycle(s) per year . Additional cycles will be at the discretion and expense of the APPLICANT. ALDOT will provide payment of \$ 25,000.00 per cycle which includes all work covered by this agreement. The total payment shall not exceed the total of \$ 50,000.00 for services provided. The APPLICANT shall supply ALDOT a schedule of cycle dates for the proposed routes listed in item 15. In addition, the APPLICANT shall notify ALDOT in writing 2 days prior to commencement of cycle and within one day of the completion of a cycle. ALDOT shall accept/decline the mowing cycle on each route in writing within 3 days of the APPLICANT completing that route. The first payment may be requested by the APPLICANT on or after May 1, 2026 , after completion of the first mowing cycle. The final payment may be requested by the APPLICANT on or after September 1, 2026 , at the completion of the final mowing cycle.

15. The routes and work limits included in this agreement are listed as follows:

<u>ROUTE</u>	<u>DESCRIPTION</u>	<u>MP BEGIN</u>	<u>MP END</u>
AL-210	Ross Clark Circle - full width	0.00	13.77
AL-12/US-84	US-84 E from AL-210 to City Limit - full width	211.98	214.3417
AL-01/US-431	US-431 from AL-210 to City Limit - full width	17.84	20.68
AL-53/US-231	US-231 from AL-210 to City Limit - full width	24.00	27.70
AL-12/US-84	US-84 from AL-210 to City Limit - full width	207.60	203.00
AL-01/US-231	US-231 from AL-210 to City Limit - full width	13.26	10.85

16. By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties. The APPLICANT, in accordance with the status of APPLICANT as an independent contractor, covenants and agrees that the conduct of APPLICANT will be consistent with such status, that APPLICANT will neither hold APPLICANT out as, or claim to be, an officer or employee of the STATE by reason hereof, and that APPLICANT will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of APPLICANT.

17. The APPLICANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

18. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

19. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT in performance of these maintenance activities.

22. For any and all other disputes arising under the terms of this contract regarding payment, APPLICANT's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

21. The term of this Agreement shall be for a period of one year, commencing on the 1st day of May, 2026, and ending on the 30th day of April, 2027.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 20th day of January, 2026.

SEAL

ATTEST:	_____
	Legal Name of Applicant
_____	By: _____
Signature	Authorized Signature for Applicant
_____	_____
Typed or Printed Name	Typed or Printed Name of Signee
_____	_____
Title	Title of Signee

FOR OFFICIAL USE ONLY

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

BY:	_____	_____	_____
	Legal Counsel for Alabama Department of Transportation	Signature	Date

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____	_____	_____
	Printed Name	Signature	Date
AREA:	_____	_____	_____
	Printed Name	Signature	Date
REGION:	_____	_____	_____
	Printed Name	Signature	Date
DEPUTY DIRECTOR, : OPERATIONS	_____	_____	_____
	Printed Name	Signature	Date

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director Date

The forgoing agreement is hereby approved by the Governor of the State of Alabama this _____ Day of _____, 20____.

GOVERNOR OF ALABAMA

RESOLUTION NO. _____

WHEREAS, the City of Dothan issued a Request for Proposals for a Business License Fee Study; and

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

WHEREAS, the City of Dothan desires to obtain the services for an independent assessment and evaluation of the City's business license fee structure.

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 PFM Group Consulting LLC to provide a business license fee study and benchmarking consulting services for a cost of \$49,000.00, which said agreement follows:

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF DOTHAN AND
PFM GROUP CONSULTING LLC**

This Agreement for Professional Services (this "Agreement"), made and entered into this 20th day of January, 2026, by and between the City of Dothan, a municipal corporation (the "City"), and PFM Group Consulting LLC (the "Consultant"), to provide a business license fee study and benchmarking consulting services.

RECITALS

- A. The City desires to retain the professional services of Consultant to provide an independent assessment of its business license ordinances and fee structures, with recommendations for fee adjustments, ordinance modifications, and administrative process improvements (the "Objective").
- B. Consultant desires to provide the City with professional services (the "Services") consistent with the Objective and best practices, and to perform these services in accordance with the standards set forth in this Agreement and Consultant's Proposal dated November 18, 2025 (the "Proposal"), attached hereto as Exhibit A.
- C. The City and Consultant desire to memorialize their agreement by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises and covenants contained in this Agreement, the City and Consultant agree as follows:

1. Services.

- 1.1 Consultant must provide the Services in a professional, timely, and efficient manner in order to perform within the Objective, including, but not limited to, working in close interaction and interfacing with the City and its designated employees.
- 1.2 The Services will be performed as, and in the time period, set forth in the Proposal, attached hereto as Exhibit A. In the event of any conflict between the terms of this Agreement and the Proposal, the terms of this Agreement shall prevail.

2. Consultant's Work Product.

- 2.1 **Standard.** Consultant must perform the Services in accordance with the standards of professional due diligence, care, and quality prevailing among professionals having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria to the Services and the Project identified in this Agreement.
- 2.2 **Licensing.** Consultant warrants that Consultant holds all appropriate and required licenses, registrations and other regulatory approvals necessary for the lawful furnishing of the Services ("Approvals") and further:

- a. Consultant Approvals have not been suspended or subject to any complaint not otherwise disclosed in writing to the City prior to this Agreement for the last 10 years.
- b. Consultant must notify the City immediately of any Approval status change during the Agreement's duration and the failure of the Consultant to notify the City as required will constitute a material breach under the Agreement.

2.3 Work Product

- a. Reporting. Subject to any limitations expressly stated in the Proposal, Consultant will meet with Finance Department staff and additional City officials and provide regular progress reports as requested.
- b. Delivery. Consultant will deliver to the City copies of the preliminary and completed work assignment as scheduled and promptly if not specifically scheduled.
- c. Ownership. Upon receipt of payment for services furnished, Consultant grants to the City the exclusive ownership of and all intellectual property rights to any work undertaken, whether completed or not, including copyrights to analysis, reports, comparative data, and project presentations, as defined in the United States Copyright Act, 17 U.S.C § 101, *et. seq.*, and other intellectual work product.
 1. This grant is effective whether Consultant's work is recorded on paper (e.g., a "hard copy"), in electronic format, or any other form.
 2. Consultant warrants, and agrees to indemnify, hold harmless and defend the City for, from and against any claim that any of Consultant's work infringes on third-party proprietary interests.

3. **Compensation for Services.** Consultant's compensation for the Services shall be a fixed rate of forty-nine thousand dollars (\$49,000.00) that is inclusive of all personnel time and travel expenses, specifically detailed in the Proposal. Consultant's compensation for the Services shall not exceed this flat fee amount without written amendment as described in paragraph 3.2.

- 3.1 Payment. Consultant will submit to the City a monthly invoice that reflects the compensation owed for services rendered, with any residual amount being invoiced at the end of the term, plus expenses (as provided below) that were incurred during the previous 30-day period. After a full and complete invoice is received, the City will process and remit payment within 30 calendar days of the bill date, subject to or conditioned upon the City's receipt of any supporting documentation required to reasonably substantiate the amounts reflected in the invoice.
- 3.2 Adjustments to the compensation require a written amendment to this Agreement approved by the City Commission and executed by both parties. Any additional services which are outside the scope of basic services contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- 3.3 Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to mutually acceptable fee structures.

4. **Termination.** Upon completion of the Services as set forth in the Proposal, the Agreement shall terminate. The City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date. Consultant will be compensated on a daily prorated basis for the Services furnished prior to receipt of the termination notice and for Reimbursable Expenses incurred. No compensation will be paid for work done or expenses incurred after receipt of the termination notice.

5. **Assignment.** The Consultant shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without prior written consent of the City.
6. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, the Consultant must certify and warrant that it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
7. **Employment.** The Consultant may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
8. **Maintenance of Auditable Records.** The Consultant must maintain accounts and records in connection with its performance of Services for the City as reasonably required. The Consultant must afford City agents or auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance. The records may be examined at any reasonable time during the term and for a period of one year following the completion of work under any contract. Upon request by the City, the Consultant shall be able to produce and exhibit all such records as requested.
9. **Indemnification.**
 - 9.1 Consultant shall indemnify and hold harmless City, its officers, agents, and employees from any claims, damages, costs and attorney fees for personal injuries or property damage arising, in part or in whole, from the negligent or intentional acts or omissions of Consultant, its officers, employees and/or other agents, including its sub or independent contractors in connection with the performance of the contract.
 - 9.2 In accordance with the Alabama Constitution Article IV, §94, the City will not indemnify, defend or hold harmless in any fashion Consultant from any claims arising from any failure, regardless of any language in any attachment or other document that Consultant may provide.
10. **Confidentiality.** Both parties recognize that their respective employees, agents, representatives and contractors (collectively with such party, "Receiving Party"), in the course of performance of this Agreement, may be exposed to confidential information of the other party (collectively with such party, "Disclosing Party") and that use or disclosure of such information could violate rights to private individuals and entities, including the parties. "Confidential Information" is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers), including personnel files and information, all NPI and PHI (as such terms are hereinafter defined) regardless of whether

Disclosing Party's relationship with the individual ceases, and trade secrets, each as defined by applicable state law. Receiving Party agrees that it will not disclose any Confidential Information of the Disclosing Party to any third party (other than lawyers, accountants and other advisors with a need to know and contractors who are bound by confidentiality and non-disclosure agreements at least as restrictive as these provisions), unless disclosure is required by law or judicial or regulatory process, and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees, agents, representatives and contractors. Receiving Party agrees that it will not use Disclosing Party's Confidential Information for any purpose other than the performance of this Agreement.

The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by Receiving Party or its employees or agents;
- (b) Receiving Party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) Receiving Party receives from a third party who has a right to disclose it to the Receiving Party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give the City prompt notice and otherwise perform the functions required by applicable law.

Notwithstanding anything to the contrary contained herein, the parties recognize that unauthorized disclosure of Disclosing Party's Confidential Information will cause immediate irreparable harm to Disclosing Party for which monetary damages may be inadequate, and therefore, Disclosing Party shall be entitled to equitable relief, including without limit a temporary and permanent injunction and specific performance, if Receiving Party threatens or actually breaches its duty of confidentiality hereunder.

11. Notices. Any notices shall be considered delivered and the service thereof complete when the notice is hand delivered or posted by registered mail.

If to the City of Dothan:

City of Dothan
Dothan Finance Director
PO Box 2128
Dothan, AL 36302

And

City of Dothan
City Clerk
PO Box 2128
Dothan, AL 36302

If to the Consultant:

Sarah Schirmer
Managing Director –
PFM Group Consulting LLC
201 St. Charles Ave
Suite 4208
New Orleans, LA 70170

- 12. Acknowledgement of Relationship.** Consultant acknowledges and hereby agrees that Consultant is not an employee, partner, or joint venture of Consultant, but is solely an independent contractor bringing specific knowledge, skills and expertise that are independently exercised. As such, payments to Consultant are not provided any City employment entitlements or benefits. The parties intend to have an independent contractor relationship and do not intend to have a relationship in the nature of employer-employee, partnership, joint venture or agency. Neither party shall represent to any other person or entity that the relationship between the City and Consultant is anything other than an independent contractor relationship
- 13. Integration.** This Agreement contains the entire agreement between the City and Consultant and supersedes all prior conversations and negotiations between the parties. Neither party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- 14. Insurance.** Consultant represents to the City that it maintains the insurance as set out in Exhibit B attached hereto and incorporated herein by reference. Consultant agrees that it will name City as an additional insured on the General Liability, Automobile Liability, and Excess/Umbrella Liability insurance policies during the pendency of the contract. City shall not be an additional insured on Consultant's Professional Liability and Cyber Liability policies. Upon the City's request, Consultant must provide City with copies of its certificates of insurance or other similar documents. The cost of insurance coverage will not be a Reimbursable Expense.
- 15. Interpretation.** The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate. The parties are of equal bargaining position, and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement. The Agreement will be interpreted in accordance with the laws of the State of Alabama.
- 16. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Consultant and City and supersedes any and all prior or contemporaneous agreements and understandings, oral or written, between the parties regarding the subject matter hereof.
- 17. Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to the City Commission approval.
- 18. Assignment.** As a personal service Agreement, neither party may assign this Agreement for any purpose without the prior written consent of the other party.
- 19. Governing Law; Venue.** The validity, construction, and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Alabama regardless of choice of law doctrine or provision in any attachment or other document that Consultant may provide. Any action between the parties arising from this Agreement shall be filed and maintained in the courts of Houston County, Alabama.
- 20. Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law. No claim arising out of the services rendered pursuant to this agreement shall be asserted more than two years after the date of the last report issued by Consultant to the City under the Agreement.
- 21. Attorney Fees.** Consultant agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event the City prevails, Consultant shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
- 22. Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

23. Force Majeure. Neither of the parties shall be liable to the other for any failure to satisfy an obligation under this Agreement due to any cause beyond a party's reasonable control including, but not limited to, inclement weather, Acts of God, war, riot, terrorist acts, and malicious acts of damage, civil commotion, industrial dispute, power failure or fire.

24. Information to be Furnished to Consultant. All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to Consultant. Consultant may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date stated above.

CITY OF DOTHAN, ALABAMA

PFM Group Consulting LLC

By: _____

By: _____

Name: Mark Saliba, Mayor

Name: _____

Date: _____

Date: _____



EXHIBIT A

November 18, 2025

126 North Saint Andrews Street
2nd Floor – Room 213
Dothan, Alabama 36303

RE: | Business License Ordinance & Fee Schedule Study

PFM Group Consulting LLC (“PFMGC”) is pleased to submit this proposal to assist the City of Dothan, Alabama with the development of a comprehensive Business License Classification and Fee Schedule. We understand that the City seeks an independent assessment of its business license ordinances and fee structures, with recommendations for fee adjustments, ordinance modifications and administrative process improvements that align with peer practices and State of Alabama requirements.

PFM brings extensive experience in conducting cost recovery and fee studies across the South. In the past two years alone, our team has completed more than five such studies for communities of varying size and complexity. We also have a strong understanding of the statutory and practical considerations involved in evaluating business license structures and developing defensible and equitable recommendations.

As part of this engagement, PFM will:

- Review and analyze the City's current business license ordinances, classifications and fee structures;
- Benchmark the City's fees against the top ten cities in the State of Alabama, and comparable jurisdictions in the region;
- Evaluate administrative processes and recommend opportunities for greater efficiency; and
- Develop a preliminary and final report summarizing our findings, proposed classifications and fees, and recommended ordinance modifications to bring rates and fee structures in line with peers

We are fully prepared and qualified to perform all services outlined in the RFP.

I will serve as the Engagement Manager for this project and am authorized to contractually obligate PFM for this proposal and any future negotiations. You may contact me at schirmers@pfm.com or (504) 330-2579. Thank you for your consideration, and please do not hesitate to contact me with questions or if further information is desired. We appreciate the opportunity to submit this proposal and look forward to the possibility of working with the City of Dothan.

Sincerely,

Sarah Schirmer
Managing Director
PFM Group Consulting LLC

pfm

201 St. Charles Ave
Suite 4208
New Orleans, LA
70170



Project Approach and Schedule

Project Approach

The scope of work outlined below builds upon the City's desire to evaluate the business license fee schedule and propose updated rates and considerations for the fee structure by May 2026.

Task I: Evaluation of the City's Business License Fee Schedule, Ordinances and Practices

To start, PFM will evaluate the City's current fee structure along with the associated local and state authorizations that dictate the fees. This evaluation will allow the team to understand nuances in the City's mandated fee structure along with the State of Alabama's requirements for municipalities in order to make accurate comparisons to peers. PFM will also connect with City staff to understand the current structure and fee schedule.

This phase will include an initial kick-off meeting with key City staff and follow-up meetings as needed with the City's legal team and personnel engaged in the administration of the business license fee. The work in this phase will serve as the foundation for the forthcoming benchmarking and best practice analysis.

Task II: Conduct Benchmarking and Best Practice Analysis

PFM will benchmark the City's business license fee and fee structure to the top ten cities in the State of Alabama and surrounding municipalities, and at least three regional peers of comparable size and demographic makeup. PFM may also review up to five peers of similar size and structure outside of the State of Alabama further contextualize the City's fees and structure.

In addition to the peer-to-peer benchmarking noted above, PFM will conduct research and integrate insights from best practices along with our experience from evaluating similar types of fees in other places across the country.

Over the course of this phase and the engagement in general, PFM will review preliminary findings and insights with the City's primary point of contact for the engagement. We may also follow up with the City and the business license team to clarify key aspects of the processes and fee schedule to ensure accurate comparison with the comparator jurisdictions and best practices.

Task III: Presentation of Findings

Upon completion of Task II, PFM will compile findings in a memorandum that includes:

- An Executive Summary outlining an overview of the analysis and findings;
- An overview of Task II: Benchmarking and Best Practice Analysis, inclusive of key findings and considerations identified from peer comparisons and best practice research;
- Recommendations to improve and clarify the City's business license ordinances;
- Recommendations to improve and clarify the City's business license administrative practices and procedures;
- Recommendations for license fees for all classifications and, if any, future annual increases;
- Suggestions of any other modifications to business license classifications, fees, and bond requirement; and
- Acknowledgement of how the above recommendations and suggestions align to State of Alabama requirements.



PFM will first deliver a draft preliminary report for the City to review and provide comment before finalizing and delivering one digital PDF and twenty (20) bound hard copies to the City. PFM will also be available to present the final report and recommendations up to two times to the City Commission in a public meeting upon completion of the analysis.

Proposed Project Schedule

Assuming a February 1 start date, PFM proposes executing the above approach over four months, with preliminary findings in April 2026 and the final report being delivered to the City in May 2026.

February 2026	March 2026	April 2026	May 2026
Commence and complete Task I Commence Task II	Ongoing work on Task II	Complete Task II Commence Task III	Complete Task III

PFM welcomes the opportunity to further refine the timeline and milestones of the engagement with the City.

Proposed Project Hours and Cost by Project Schedule

The below table provides an overview of the estimated hours by position title and project task.

Task	Estimated Number of Hours			
	Analyst / Senior Analyst	Senior Managing Consultant	Director	Managing Director
Task I	16	11	1	2
Task II	50	20	2	0
Task III	25	21	2	3

Proposed Cost

For the services outlined in this proposal, PFM proposes a fixed fee of \$49,000. This fixed fee is inclusive of all personnel time and travel expenses for Tasks I-III, and production of up to twenty (20 bound copies of the final report). PFM anticipates completing the engagement virtually but will be available for two on-site visits (e.g., one City Commission work session and one City Commission meeting for ordinance adoption).



EXHIBIT B

Insurance Statement

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
General Liability \$0
Professional (E&O)/ Cyber Liability \$250,000
Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability..... AIG Specialty Insurance Company (A; Stable)
Crime..... Berkley Regional Insurance Company; (A+; Stable)
General Liability..... The Phoenix Insurance Company; (A++ Stable)
Automobile Liability..... St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability..... Travelers Property Casualty Company of America;
(A++ Stable)
Workers Compensation..... Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability



CERTIFICATE OF LIABILITY INSURANCE

12/7/2026

DATE (MM/DD/YYYY)

12/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 1185 Avenue of the Americas, Ste. 2010 New York NY 10036 (646) 572-7300	CONTACT NAME: PFM CertRequests PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PFM CertRequests@lockton.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : St. Paul Protective Insurance Company</td> <td>19224</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Travelers Casualty Ins Co of America</td> <td>19046</td> </tr> <tr> <td>INSURER E : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Phoenix Insurance Company	25623	INSURER B : St. Paul Protective Insurance Company	19224	INSURER C : Travelers Property Casualty Company of America	25674	INSURER D : Travelers Casualty Ins Co of America	19046	INSURER E : AIG Specialty Insurance Company	26883	INSURER F :
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INSURER F :														
INSURED PFM Group Consulting LLC 1735 Market St Fl 42 Philadelphia PA 19103														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		H-630-B9715676-PHX-25	12/7/2025	12/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-B9717018-25-N2-G	12/7/2025	12/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP-B9793549-25-N2	12/7/2025	12/7/2026	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A		UB-B9717817	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Tech E&O		01-420-47-31	12/7/2025	12/7/2026	Limit: \$5M Retention: \$250K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION** See Attachments

EVIDENCE OF COVERAGE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Resolution No. _____, entering into an agreement with PFM Group Consulting LLC for a business license fee study and benchmarking consulting services, continued.

Section 2. That Mark Saliba, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to sign 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

RESOLUTION NO. _____

WHEREAS, the City of Dothan, by Resolution No. 2024-191 on July 16, 2024, awarded the bid and entered into contract with Blankenship Contracting, Inc. of Dothan, Alabama, who submitted the lowest responsible bid on the 2024 West Main Street Sewer Replacement Project in the amount of \$5,538,409.50; and

WHEREAS, actual project conditions resulted in the decrease and increase of various pay item quantities, and an increase in contract time, and

WHEREAS, Change Order No. 1 (Final) will result in the deductive amount of \$692,078.20 resulting in a final contract price of \$4,846,331.30, and an increase in contract time of 247 days.

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan approve Change Order No. 1 (Final) with Blankenship Contracting, Inc. for the 2024 West Main Street Sewer Replacement Project, which results in a deduct of \$692,078.20, making the final contract price \$4,846,331.30, and an additional 247 days for a total contract time of 457 days, which said change order follows:

Bid Item	Contract QNTY	Actual QNTY	DESCRIPTION	Unit	Unit Price	Total Contract	Total Actual	(Deduct)	Increase
3	420.00	800	Cleaning of Sewers 10-inch	LF	\$ 4.00	\$ 1,680.00	\$ 3,200.00		\$ 1,520.00
8	420.00	800	Pre-Installation CCTV Inspection of Sewers 10-Inch	LF	\$ 3.60	\$ 1,512.00	\$ 2,880.00		\$ 1,368.00
9	5,280.00	5341	Sewer Cured -in-Place Rehabilitation 8-Inch	LF	\$ 46.10	\$ 243,408.00	\$ 246,220.10		\$ 2,812.10
10	420.00	800	Sewer Cured -in-Place Rehabilitation 10-Inch	LF	\$ 81.25	\$ 34,125.00	\$ 65,000.00		\$ 30,875.00
11	26.00	9	External Point Repairs	EA	\$ 4,424.00	\$ 115,024.00	\$ 39,816.00	\$ (75,208.00)	
13	216.00	89	Service Laterals - Service Reinstatement by Internal Means (Cored, Brushed, All Depths)	EA	\$ 292.00	\$ 63,072.00	\$ 25,988.00	\$ (37,084.00)	
14	2.00	5	Service Laterals - Open Cut Service Lateral Replacement 4" and 6"	EA	\$ 4,000.00	\$ 8,000.00	\$ 20,000.00		\$ 12,000.00
15	216.00	89	Service Laterals - CIPP Lateral Lining - 35 FT	EA	\$ 4,750.00	\$ 1,026,000.00	\$ 422,750.00	\$ (603,250.00)	
16	800.00	0	Service Laterals - CIPP Lateral Lining - Additional LF Beyond 35 FT	LF	\$ 75.00	\$ 60,000.00	\$ -	\$ (60,000.00)	
17	108.00	44	Cleanout 4" and 6"	EA	\$ 807.50	\$ 87,210.00	\$ 35,530.00	\$ (51,680.00)	
18	7,000.00	9438	Remove Unsuitable Backfill Material and Replace With Select Backfill	CY	\$ 35.00	\$ 245,000.00	\$ 330,330.00		\$ 85,330.00
19	2,000.00	522	ALDOT No. 57 Stone Backfill	CY	\$ 65.00	\$ 130,000.00	\$ 33,930.00	\$ (96,070.00)	
21	1.00	3	Install 48" Diameter Manhole	EA	\$ 7,103.00	\$ 7,103.00	\$ 17,757.50		\$ 10,654.50
22	4,700.00	4731	Open Trench Replacement 8-Inch PVC Pipe	LF	\$ 272.60	\$ 1,281,220.00	\$ 1,289,670.60		\$ 8,450.60
28	42,000.00	51914	Pavement Patch - OTR Installations and Point Repairs	SF	\$ 22.40	\$ 940,800.00	\$ 1,162,873.60		\$ 222,073.60
33	1.00	1	Allowance - Contingency	LS	\$ 100,000.00	\$ 100,000.00	\$ 69,300.00	\$ (30,700.00)	
A2-3	13.00	0	Service Laterals - CIPP Lateral Lining - 35FT	EA	\$ 4,400.00	\$ 57,200.00	\$ -	\$ (57,200.00)	
A2-4	6.00	0	Cleanout 4" and 6"	EA	\$ 808.00	\$ 4,848.00	\$ -	\$ (4,848.00)	
A3-4	380.00	0	Sewer Cured-in-Place Rehabilitation 8-Inch	LF	\$ 47.10	\$ 17,898.00	\$ -	\$ (17,898.00)	
A3-7	7.00	0	Service Laterals - CIPP Lateral Lining - 35FT	EA	\$ 4,400.00	\$ 30,800.00	\$ -	\$ (30,800.00)	
A3-8	3.00	0	Cleanout 4" and 6"	EA	\$ 808.00	\$ 2,424.00	\$ -	\$ (2,424.00)	
TOTAL								\$ (1,067,162.00)	\$ 375,083.80
TOTAL CHANGE								\$	(692,078.20)

EDWARD F. POOLOS
DIRECTOR

JEFFERY W. KITCHENS
DEPUTY DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

KAY IVEY
GOVERNOR

DELIVERED VIA ELECTRONIC MAIL ONLY

January 12, 2026

Hon. Mark Saliba, Mayor
City of Dothan
PO Box 2128
Dothan

RE: CWSRF Project No. CS010292-34

Dothan (City of) - Trunk Line and Sewer Rehab Project

Dear Mayor Saliba:

The Department of Environmental Management has examined and concurs with the following change order(s):

Change Order #	Total Amount	SRF Eligible Amount
Orig.Contract	\$5,538,410	\$5,538,410
1	\$-692,078	\$-692,078
Total Contract:	\$4,846,332.00	\$4,846,332.00

This approval does not constitute any change to your loan amount or the date on which you are to commence repayment. The Department of Environmental Management will not increase the amount of any SRF loan beyond the amount specified in the official statement of the Authority's Bond issue or the Special Conditions Loan

Should you have any questions, you may reach me at (334) 271-7817.

Sincerely,

William A. Lott

SRF Section
Permits and Services Division

cc: Antonius (Tonny) G. Peters, PE., Barge Design Solutions, Inc.



Birmingham Office
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Office
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)

Coastal Office
1615 South Broad Street
Mobile, AL 36605
(251) 450-3400
(251) 479-2593 (FAX)

Resolution No. _____ , approving Change Order No. 1 (Final) with Blankenship Contracting, Inc. for the 2024 West Main Street Sewer Replacement Project, continued.

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

PASSED, ADOPTED AND APPROVED ON _____ .

Attest:

Mayor

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

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires to upgrade the HVAC (chiller and pumps) at the Dothan Utilities Warehouse & Offices Building to improve the facility and better meet the needs of the employees, and

WHEREAS, bids were opened for said project on December 16, 2025, and

WHEREAS, Smith's Inc., of Dothan, Alabama, submitted the lowest responsible bid of \$287,700.00, which breaks down as follows: base bid of \$241,500.00; \$18,900.00 for Alternate 1, for demolition of the old and providing a new 4" pipe with insulation; and, \$27,300.00 for Alternate 2, for providing new expansion tank, air separator, chemical shot feeder and make-up water station.

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 award the bid, enter into a contract, and issue a notice to proceed to Smith's Inc., for the HVAC Upgrades: Chiller and Pumps Replacement Project at Dothan Utilities Warehouse in the amount of \$287,700.00, which said contract and bid tab follow:

CONTRACT FORM

THIS AGREEMENT, made this _____ day of _____, 2026, by
and between City of Dothan, Alabama, herein called "Owner", acting herein through
(Corporate Name of Owner)
its Mayor, and Smith's Inc.
(Title of Authorized Official) (a corporation)
of Dothan County of Houston, State of Alabama,
herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HVAC UPGRADES: CHILLER AND PUMPS REPLACEMENT
AT DOTHAN UTILITIES WAREHOUSE
157 Kilgore Drive
Dothan, Alabama 36301

hereinafter called the "Project", for the sum of two hundred eighty-seven thousand seven hundred and no/100 Dollars (\$ 287,700.00), and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Dothan General Services Department herein entitled the Architect/Engineer.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner. The Contractor is to fully provide as a part of his/her bid proposal a reasonable timeline for project completion. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 500/day for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor", of

the General Conditions.

IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above mentioned.

(Seal)
ATTEST: _____
City of Dothan, Alabama
(Owner)

(Secretary) By: _____

(Witness) _____
(Title)

(Seal) _____
(Contractor)

(Secretary) By: _____

(Witness) _____
(Title)

(Address)

(City, State, Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a Corporation, Secretary should attest.



CITY OF DOTHAN BID TABULATION SHEET

Bid No.: 26-007

Bid Opening Date:	12/16/25	Air Conditioning Associates	Smiths Mechanical	Smiths, Inc.		
Department:	General Services	Dothan, AL	Phenix City, AL	Dothan, AL		
Commodity Codes:	941-55					
State of Alabama General Contractor License Number:	12733	60709	2852			
Description	Lump Sum Total Pricing					
HVAC Upgrades: Chiller & Pumps DU Warehouse						
<i>per City of Dothan Bid Specifications:</i>						
Base Bid						
Total Labor	\$ 116,328.00	\$ 147,325.71	\$ 100,000.00			
Total Materials	\$ 131,266.00	\$ 135,103.29	\$ 130,000.00			
Total Contingency 5%	\$ 12,380.00	\$ 22,550.00	\$ 11,500.00			
Total Other	\$ -	\$ 168,571.00	\$ -			
TOTAL BASE BID		\$ 473,550.00	\$ 241,500.00			
Add/(Deduct) on Outside of Envelope	\$ 259,974.00	\$ -	\$ -			
Alternate 1		NO CHANGE				
Total Labor	\$ 12,426.00		\$ 10,000.00			
Total Materials	\$ 12,069.00		\$ 8,000.00			
Total Contingency 5%	\$ 1,225.00		\$ 900.00			
Total Other	\$ -		\$ -			
TOTAL ALTERNATE 1 BID	\$ 25,720.00		\$ 18,900.00			
Add/(Deduct) on Outside of Envelope	\$ -		\$ -			
Alternate 2		NO CHANGE				
Total Labor	\$ 8,995.00		\$ 14,000.00			
Total Materials	\$ 17,820.00		\$ 12,000.00			
Total Contingency 5%	\$ 1,341.00		\$ 1,300.00			
Total Other	\$ -		\$ -			
TOTAL ALTERNATE 2 BID	\$ 28,156.00		\$ 27,300.00			
Add/(Deduct) on Outside of Envelope	\$ -		\$ -			
Unit Price No 1 4" sch. 40 steel pipe			\$ 90.00			
Addendums Acknowledged (1-2)	YES	YES	YES			

Description of Bid Item:

Major items of work include: HVAC Upgrade Chiller & Pumps

Department Head Approval/Remarks:

Award to Smith's Inc for Base Bid, Alt 1, & Alt 2.

Andrew W. Love 13Jan2026

Andrew W. Love, Director, General Services

APPROVED: _____ Purchasing Agent

Resolution # _____

Dated _____

Returned to Department _____

Resolution No. _____, entering into a contract with Smith's Inc. for HVAC Upgrades at Dothan Utilities Warehouse, continued.

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

RESOLUTION NO. _____

WHEREAS, Main Street Alabama is a nonprofit organization focused on the revitalization of Alabama’s historic communities through public-private partnerships, broad community engagement, and strategies that create jobs, spark new investment, attract visitors, and spur growth; and

WHEREAS, the Main Street Alabama Program has been established to support cities’ efforts to revitalize downtowns through economic development, historic preservation, and community engagement; and

WHEREAS, participation in the Main Street Alabama program aligns with the City of Dothan’s goals of revitalizing downtown, encouraging local business growth, and enhancing the quality of life for residents and visitors; and

WHEREAS, the Board of Commissioners of the City of Dothan desire to participate in the Main Street Alabama program by providing funding to the Dothan Area Convention & Visitors Bureau in the amount of \$100,000.00 per year for an initial three (3) year commitment.

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 agrees to participate in the Main Street Alabama Program by providing funding to the Dothan Area Convention & Visitors Bureau in the amount of \$100,000.00 per year for an initial three (3) year commitment.

Section 2. That the sum of \$100,000.00 be appropriated to the General Fund/Health & Welfare/Dothan Area Convention & Visitors Bureau/Others Services & Charges/Miscellaneous, Account Number 001-3131-531.30-49 in the amount of \$100,000.00 in FY 2026. This appropriation is to be funded by increasing the General Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$100,000.00.

Section 3. That this appropriation is made at the pleasure of the City Commission who reserves the right to terminate or modify such appropriation.

Section 4. That the Mayor and the Finance Director-Treasurer of the City of Dothan, Alabama, are authorized and directed to pay this appropriation as invoiced with such to be charged against the appropriate account in Fiscal Years 2026, 2027, and 2028.

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, a vacancy exists for the District 3 representative member of the Substance Abuse Board.

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

Section 1. That Stephanie Harden is hereby appointed as the District 3 representative member of the Substance Abuse Board to serve a term beginning on January 20, 2026 and expiring on October 1, 2029.

Section 2. That the above stated member shall serve until a successor has been duly appointed and qualified.

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 terms of Joey Pilcher and Jason Rudd, as City of Dothan representatives on the City of Dothan-Houston County Communications District Board, expired on September 4, 2025.

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

Section 1. That Joey Pilcher and Jason Rudd are hereby re-appointed as City of Dothan representatives on the City of Dothan-Houston County Communications District Board to serve four-year terms beginning on September 5, 2025 and expiring on September 4, 2029.

Section 2. The above stated members shall serve until a successor has been duly appointed and qualified.

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 term of Adam Dozier as a supernumerary member of the Planning Commission expires on February 1, 2026.

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

Section 1. That Adam Dozier is hereby re-appointed as a supernumerary member of the Planning Commission to serve a four-year term beginning on February 2, 2026 and expiring on February 1, 2030.

Section 2. That the above stated member shall serve until a successor has been duly appointed and qualified.

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, under provisions of Sec. 2-41, Code of Ordinances of the City of Dothan, all disbursements of funds from the treasury of the City shall be authorized by resolution of the Commission.

NOW, THEREFORE, 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 payment of invoices for the month of December, 2025 in the amount of \$30,588,399.23.

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

FY 2026 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are included in Monthly Totals in First Shaded Box											
Month	Total Amount	Energy Southeast (AMEA)		U S Department of Energy		Crestwood		BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Pay Dates
October	\$ 32,263,723.66	\$ 5,696,048.58	10/29/25	\$ 717,115.66	10/16/25	\$ (1,444.44)	10/16/25	\$ 1,549,366.28	10/31/25	\$ 1,862,488.30	10/10/25 & 10/24/25
November	20,827,123.59	4,054,291.90	11/26/25	744,332.04	11/18/25	(1,458.02)	11/18/25	901,972.15	11/28/25	1,893,119.28	11/7/25 & 11/21/25
December	30,588,399.23	3,469,431.69	12/24/25	771,101.72	12/16/25	68,664.72	12/16/25	1,261,444.36	12/31/25	1,853,940.85	12/5/25 & 12/19/25
January											
February											
March											
April											
May											
June											
July											
August											
September											
Average	\$ 27,893,082.16	\$ 13,219,772.17		\$ 2,232,549.42		\$ 65,762.26		\$ 3,712,782.79		\$ 5,609,548.43	
		Power Purchase		\$ 15,518,083.85				4.44%		6.70%	
				18.54%				% of Total Accounts Payable		% of Total Accounts Payable	
				% of Total Accounts Payable						Includes Employer Contribution & Employee Payroll Deduction	

*Amount according to payroll pay date.

**In FY2026 amount reported as BCBS is amount paid for claims and administration fees.

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 \$130,441.00 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 network infrastructure. 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 \$130,441.00 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
1/20/2026**

BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM ²	VENDOR	AMOUNT
Planning Neighborhood Enhancement	26-011	314	Demolition of Substandard Structures (10) <i>Bid Tab shows pricing per structure, Lowest Bidder</i>	Lewis Inc Headland, AL	\$ 67,763.00
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	26-012	196	Chlorine Cylinders, 150 lbs <i>Quantity 900 (+/-), Unit Price \$149/EA Lowest Bidder</i>	PVS DX Chickasaw, AL	\$ 134,100.00 (more/less)

FY 2026 OTHER PURCHASES \$30,000 OR MORE

DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	Jumbo Black Plastic Meter Boxes <i>Previously Approved Bid 24-042, Approved 5/7/24, Resolution 2024-124 Quantity 580, Per Unit \$90.90/EA Estimated FY2026 Expense</i>	Empire Pipe & Supply Dothan, AL	\$ 52,722.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	Wood Utility Poles <i>Previously Approved Bid 24-015, Approved 12/5/23, Resolution 2023-427 35, 45 and 50 foot poles, various quantities and price per unit see requisition Estimated FY2026 Expense</i>	Koppers Utility & Industrial Prospect, KY	\$ 73,026.00
DEPARTMENT	ITEM ³	VENDOR	AMOUNT
General Services Fleet	Sublet Repair to Landfill Bulldozer Asset 8825 <i>Dealer Only Specialty repair</i>	Thompson Tractor Dothan, AL	\$ 14,931.28
DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology Capital	Network Infrastructure-Wiregrass Innovation Center <i>Sourcewell Contract # 121923-CDW, Contract maturity 2/27/28</i>	CDW-G Chicago, IL	\$ 130,441.00

Notes:

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

² There are (3) properties listed under Alternate Bid that are owned by City of Dothan, purchased through CDBG funds in 2018, Resolution 2018-136

³ Original repair estimate was \$31,632.55 and approved by Resolution 2025-334. Final cost estimate to complete repair \$46,563.83, requesting approval for the additional cost.

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>
Jason Wright	The Aerospace Event Beverly Hills, CA	\$ 3,070.00
Jason Wright	Axon Week 2026 Technology and Training Conference Nashville, TN	\$ 3,467.75
Jason Wright	Quad-A 2026 Army Aviation Warfighting Summit Nashville, TN	\$ 3,402.75
Joel Sewell	Public Information Officer Course Tuscaloosa, AL	\$ 835.00
Pete Webb	Blue Card Big Box Seminar Ocala, FL	\$ 120.00
Romona Marcus Samantha Phelps Tamra Reynolds	Government Finance Officers Association Annual Conference Chicago, IL	\$ 8,202.77
Jason Wright	National League of Cities (NLC) Congressional Cities Conference Washington, DC	\$ 3,885.00
Jason Wright	Congressional Meetings Washington, DC	\$ 3,985.00