

**AGENDA  
CITY COMMISSION MEETING  
DOTHAN, ALABAMA  
10:00 A.M., FEBRUARY 3, 2026**

**1. Invocation: Pastor Will Ceaser – Dothan First Assembly of God**

**2. Pledge of Allegiance: Commissioner Stock**

**3. Roll Call: Saliba\_\_Daniels\_\_Kirksey\_\_Bedwell\_\_Stock\_\_Pierce\_\_Crutchfield\_\_**

**4. Approval of Previous Minutes:**

- Minutes of January 20, 2026 Meeting

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

- Proclamation – “Career and Technical Education Month” – Dothan City Schools CTE Director Ryan Richards, Superintendent Dr. Garrick Askew, and Student Representatives
- Proclamation – “211 Day” – Wiregrass 211 Executive Director Marc Cronin
- Proclamation – “Black History Month” – Anita Dawkins

Documents:

[career and technical education month proclamation.pdf](#)  
[211 day proclamation.pdf](#)  
[black history month proclamation.pdf](#)

**6. Communications from City Manager:**

- Employee of the Month – Daniel Lewis, Performing Arts Department
- Retirement Certificate – Penny Faison, Performing Arts Department

**7. Communications from City Clerk:**

- Application for a Retail Beer License, on or off premises, for Chipotle Mexican Grill located at 3473 Ross Clark Circle
- Application for a Lounge Retail Liquor – Class I License, on or off premises, for Vino On Main located at 1829 W. Main Street, Suite 2
- Application for a Specialty Retailer of Consumable Hemp Products License, off premises, for Well Rooted located at 1618 W. Main Street
- Application for a Special Events Retail – 7 Days or Less License, on premises, for Rain located in the adjoining parking lot of 145 S. Saint Andrews Street

- Application for a Special Events Retail – 7 Days or Less License, on premises, for KOK VIP Mardi Gras 2026 located in the parking lot surrounding 110 E. Crawford Street

Documents:

[chipotle mexican grill alcoholic beverage license request.pdf](#)  
[vino on main alcoholic beverage license request.pdf](#)  
[well rooted specialty retailer of consumable hemp products license request.pdf](#)  
[rain alcoholic beverage license request.pdf](#)  
[kok vip mardi gras 2026 alcoholic beverage license request.pdf](#)

8. **Res. No. \_\_\_\_\_ Entering into a contract with JF Petroleum Group for replacement of the bulk fluid dispenser system located at the City Shop in the amount of \$38,515.60.**

Documents:

[jf petroleum group contract.pdf](#)

9. **Res. No. \_\_\_\_\_ Entering into a contract with QLess to continue providing the Mobile Queuing Platform, Flex Appointments Module and Additional Languages Module for the Business Services and Utility Collections Divisions at a total annual cost of \$23,979.00.**

Documents:

[qless contract.pdf](#)

10. **Res. No. \_\_\_\_\_ Submitting an application through the BUILD (Better Utilizing Investments to Leverage Development) Grant Program for the Honeysuckle Road Roadway Realignment Project and accepting the grant if awarded.**

Documents:

[build grant program application.pdf](#)

11. **Res. No. \_\_\_\_\_ Entering into an engagement agreement with Prim & Mendheim, LLC for representation on an ongoing basis in court-related collection matters.**

Documents:

[prim and mendheim engagement agreement.pdf](#)

12. **Res. No. \_\_\_\_\_ Authorizing Brownfield Tax Abatements for eligible city sales and use and ad valorem non-educational taxes for Southeast Alabama Community Players, Inc.**

Documents:

[brownfield tax abatement southeast alabama community players.pdf](#)

13. **Res. No. \_\_\_\_\_ Entering into workspace rental agreements with Advantage Consulting and Solutions, LLC/Kelvin Seldon to lease certain space in the Wiregrass Innovation Center located at 122 Museum Avenue.**

Documents:

[advantage consulting-seldon lease agreements.pdf](#)

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

Documents:

[declaring property obsolete.pdf](#)

15. **Res. No. \_\_\_\_\_ Awarding bids and approving other purchases over \$30,000.00 by the City.**

Documents:

[bids and other purchases.pdf](#)

16. **Res. No. \_\_\_\_\_ Approving advance travel requests for City employees.**

Documents:

[travel requests.pdf](#)

17. **Adjournment.**

# PROCLAMATION

**WHEREAS**, the Alabama State Department of Education and national educational organizations have proclaimed the month of February as Career and Technical Education Month; and

**WHEREAS**, Career and Technical Education programs in **Dothan City Schools** have become a rigorous, progressive, and vital part of the total educational system; and

**WHEREAS**, Career and Technical Education programs are committed to:

- providing students with rewarding opportunities to learn valuable career and life skills; and
- ensuring students are equipped with the advanced communication, time management, and leadership skills required for lifelong career success; and
- continually providing students with opportunities to gain invaluable hands-on experience and explore individual career options through college credit opportunities, job shadowing, internships, and cooperative education programs to prepare students for their “lives after high school”; and
- developing cooperative partnerships between career and technical educators and business/industry professionals to stimulate the growth and vitality of our local and state economy.

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

## *“Career and Technical Education Month”*

in the City of Dothan and urge all residents to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 3<sup>rd</sup> day of February, 2026.

**SEAL**

**Attest:**

\_\_\_\_\_  
**Wendy Shiver**  
City Clerk



\_\_\_\_\_  
**Mark Saliba**  
Mayor

# PROCLAMATION

**WHEREAS,** Wiregrass 211 is a free, confidential service available 24/7 that connects individuals and families to the essential resources and services they need, including assistance with housing, food, healthcare, and transportation; and

**WHEREAS,** Wiregrass 211 provides community navigation services, early childhood development assessments, non-emergency information during disasters, and reassurance calls to those in need; and

**WHEREAS,** Wiregrass 211 responded to 21,650 contacts and partnered with more than 900 agencies last year to help improve the quality of life for our residents; and

**WHEREAS,** Wiregrass 211 specialists are trained to provide compassionate, expert guidance in finding local support, empowering individuals to navigate challenging circumstances and access life-changing resources; and

**WHEREAS,** 211 Day is recognized nationwide on February 11th each year as a reminder of the essential role 211 plays in supporting communities and connecting people to vital resources and Wiregrass 211 is marking its 211th month of service in February, 2026; and

**WHEREAS,** on this day, we recognize the incredible impact Wiregrass 211 has had in our community, helping countless individuals find the services and support they need to overcome life's challenges.

**NOW, THEREFORE, I, Mark Saliba,** Mayor of the City of Dothan, do hereby proclaim February 11, 2026, as

## "211 DAY"

in the City of Dothan and encourage all residents to learn more about the resources available through Wiregrass 211 and to use the service when in need.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 3<sup>rd</sup> day of February, 2026.

**SEAL**

**Attest:**

\_\_\_\_\_  
**Wendy Shiver**  
City Clerk



\_\_\_\_\_  
**Mark Saliba**  
Mayor

# PROCLAMATION

- WHEREAS,** February is recognized nationally as Black History Month, a time to honor and celebrate the countless contributions and achievements of African Americans in shaping the history, culture, and progress of our nation; and
- WHEREAS,** African Americans have played an integral role in the development and growth of Dothan, Alabama, contributing to its economic, cultural, and social fabric through education, business, faith, civic leadership, and the arts; and
- WHEREAS,** the City of Dothan acknowledges the importance of highlighting the struggles, resilience, and triumphs of African Americans, from the era of slavery and segregation to the ongoing fight for equity, inclusion, and justice; and
- WHEREAS,** this year's theme, "*Black History Excellence*," encourages us to reflect on the rich legacy of Black pioneers, innovators, and leaders from Dothan and beyond, while inspiring the next generation to strive for excellence in all endeavors; and
- WHEREAS,** celebrating Black History Month in Dothan fosters greater understanding, unity, and pride in our diverse community, while serving as a reminder of the work that remains to achieve equity and opportunity for all.

**NOW, THEREFORE, I, Mark Saliba,** Mayor of the City of Dothan and in such capacity, do hereby proclaim February, 2026 as

## *"BLACK HISTORY MONTH"*

in the City of Dothan and call upon our citizens, schools, businesses, and organizations to participate in activities and events that honor and celebrate the contributions of African Americans to our community and the nation.

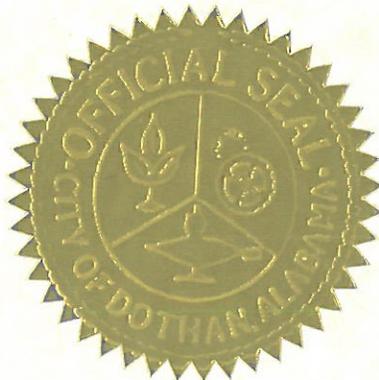
**BE IT FURTHER RESOLVED,** that the City of Dothan reaffirms its commitment to promoting diversity, equity, and inclusion as guiding principles in the advancement of our community.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 3<sup>rd</sup> day of February, 2026.

**SEAL**

**Attest:**

\_\_\_\_\_  
**Wendy Shiver**  
City Clerk



\_\_\_\_\_  
**Mark Saliba**  
Mayor

December 16, 2025

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer License (on or off premises) for Chipotle Mexican Grill located at 3473 Ross Clark Circle, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Mark E. Hoffman, POA

Kristen Emory

Notary Name (Print)

Kristen Emory

Notary Signature

My Commission Expires  
04-13-2027

Commission Expiration Date



January 6, 2026

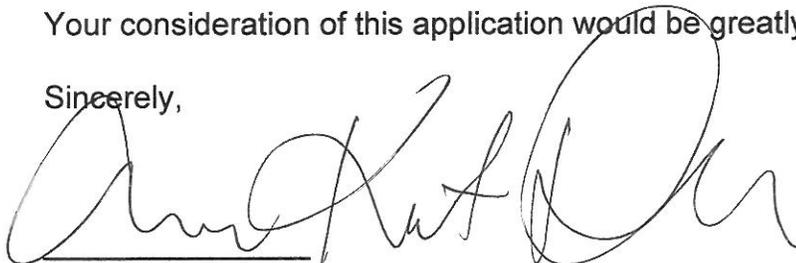
Board of City Commissioners  
City of Dothan, Alabama  
P.O. Box 2128  
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Lounge Retail Liquor – Class I License (on or off premises) for Vino On Main located at 1829 W. Main Street, Suite 2, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Anna Kate Delavan

January 12, 2026

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Specialty Retailer of Consumable Hemp Products License (off premises) for Well Rooted located at 1618 W. Main Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Seaborn W. Wood IV

January 20, 2026

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Special Events Retail – 7 Days or Less (on premises) for Rain located at 145 S. Saint Andrews Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Fakir S. Dogruogullari

January 21, 2026

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Special Events Retail – 7 Days or Less (on premises) for KOK VIP Mardi Gras 2026 located at 110 East Crawford Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

A stylized, handwritten signature in black ink, appearing to read 'ACW', with a horizontal line underneath.

Amber Clark

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan has a need to replace the obsolete bulk fluid dispenser system located at the City Shop, 353 Complex Drive, to ensure accuracy and appropriately maintain inventory, and

**WHEREAS**, proposals have been obtained from three (3) vendors for materials and installation of the Balcrank system, and

**WHEREAS**, JF Petroleum Group has submitted the lowest, responsible total price of \$38,515.60, which includes \$32,415.60 for equipment and \$6,100.00 for labor.

**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 contract with JF Petroleum Group for the replacement of the bulk fluid dispenser system located at the City Shop, 353 Complex Drive, in the amount of \$38,515.60, which said proposal is attached and made part of this resolution.

**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.

**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**



# Proposal

100 Perimeter Park Dr. STE H  
Phone: 919-838-7555

No. QUO-0337540

Sales Person : Lisa Marasco  
E-Mail: Lisa.Marasco@jfpetrogroup.com

Date: 1/16/2026

Sold to: City of Dothan - Fleet Yard  
353 complex drive  
Dothan, AL 36303

Ship to: QUOTING CUSTOMER 2  
100 PERIMETER PARK DR  
STE H  
MORRISVILLE, NC 27560-9203

Dispenser Terms: Net 10 Days \_\_\_\_\_ (Initial Here)

Requested Delivery Date:

Other Terms: Net 10 Days

PO:

Ship by:

**Comments**

- City of Dothan Sourcewell # 77356
- 1 Graco - Pulse PRO Hub
- 1 Graco - Pulse Pro Extender
- 2 Graco - Pulse Pump Air Control
- 6 Graco - Pulse Tank level Monitor
- 11 Graco - Pulse 8gpm dispenser Meter Flexible Extension

No.	Description	Qty.	Unit Price	Amount
<b>MISCELLANEOUS EQUIPMENT</b>				
CUSTOM COMMERCIAL EQ	GRACO Pulse Pro System	1	\$32,165.60	\$32,165.60
CUSTOM COMMERCIAL EQ	Shipping	1	\$250.00	\$250.00
<b>INSTALLATION</b>				
INSTALL LABOR	INSTALLATION	1	\$6,100.00	\$6,100.00

<b>EQUIPMENT:</b>	<b>32,415.60</b>
<b>SALES TAX:</b>	<b>2,792.39</b>
<b>INSTALLATION:</b>	<b>6,100.00</b>
<b>TOTAL AMOUNT:</b>	<b>41,307.99</b>

50% Deposit Required: \$20,654.00

This proposal includes estimated applicable taxes

**SCOPE OF WORK**

COMMERICAL SCOPE OF WORK  
Mobilize to the job site

\$41,307.99  
-2,792.39 (Tax)  
=\$38,515.60

Customer Initials \_\_\_\_\_ JF PETROLEUM GROUP Initials \_\_\_\_\_

Work Sequence to be as follows:

Disable & Remove Existing Balcrank System

INSTALLATION AND SET-UP OF PULSE HUB

GENERAL CONDITIONS:

The above equipment pricing is based on the installation being performed by JF Petroleum Group. Additional freight / shipping charges may apply if the customer chooses another installation contractor.

JF Petroleum Group will not be responsible for another contractor's errors or omissions that may be discovered during equipment start up. The customer will be notified of any errors

found and informed of the proper course of action. Repairs and / or adjustments as required will be performed and billed at normal JF Petroleum Group rates. Costs for additional mobilization, service work, etc. will be due and payable by customer. JF Petroleum Group will not bill a third party.

The above prices are quoted F.O.B. destination and include applicable sales tax or use tax.

Except as otherwise specified, all equipment supplied by JF Petroleum Group will be guaranteed to the furthest extent of the manufacturer's written warranty. All installation work will be guaranteed against defects in workmanship for one year from the date of start-up, not to exceed twelve (12) months from the date of substantial completion

OUR INSTALLATION PRICE IS CONTINGENT ON THE FOLLOWING:

The installation price quoted does not include disposal of contaminated soil. If encountered there will be an additional charge that will be invoiced in addition to the quoted price.

Existing wiring is to be usable, and meeting the current electrical codes. Any repairs or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an additional charge to the customer.

Existing fuel management system (including dispenser system) conduit and wiring must conform to the current manufacturer's requirements. Any repairs to or replacement of the existing wiring will be performed on a "time and materials" basis at our normal rates and will be an added cost to the customer

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING:

Electrical Power work or final electrical inspections.

Electrical Power/Controls/Communications work or final electrical inspections

Electrical Controls work or final electrical inspections

Conduit

Local Permits

Piping inside building

**TERMS & CONDITIONS**

UNLESS FREIGHT IS DEFINED AND INCLUDED ABOVE, FREIGHT CHARGES WILL BE ADDED TO THE INVOICE.

1. PURCHASE ORDER TERMS, CONDITIONS OR PROVISIONS INCONSISTENT WITH THOSE ON THIS AND THE OTHER SIDE HEREOF SHALL BE DEEMED INEFFECTIVE. It is mutually agreed that all terms, conditions and provisions (Whether printed, stamped, typed, or written ) on customer's purchase order or other communications (except the description and specification of goods, ordered, quantity, price, invoice number, shipping instructions and tax exemption certificate) shall be ineffective, and in lieu thereof, the terms, conditions and provisions on this and the other side hereof shall govern all orders and shall be applicable thereto with the same force and effect as if they physically appeared thereon. An acknowledgment of any such order or communication, or the making of deliveries pursuant thereto shall not be construed as an acceptance or approval of any terms, provisions or conditions printed, stamped, typed or written on such order or communication inconsistent with those herein set forth. No waiver, alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and designed by an Executive Officer or Sales Manager of JF PETROLEUM GROUP. For purposes hereof, the terms "we", "us" and "JF PETROLEUM GROUP" shall mean

Customer Initials \_\_\_\_\_ JF PETROLEUM GROUP Initials \_\_\_\_\_

JF Acquisition, LLC.

2. We will not accept goods returned for credit, unless we previously approve such return for credit in writing, in conformance with the Returns Goods Policy and subject to applicable restocking fees.

3. ALL EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED (INCLUDING THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTY OF TITLE) THAT ARE NOT OTHERWISE INCLUDED ON THE FACE HEREOF, OR PUBLISHED BY THE MANUFACTURERS INVOLVED. IN NO EVENT SHALL THE OBLIGATION OF JF PETROLEUM GROUP EXTEND BEYOND THE REPAIR OR REPLACEMENT OF ANY PRODUCT SOLD BY IT WHICH PROVES TO HAVE BEEN DEFECTIVE, AND THEN ONLY IF THE PRODUCT IS RETURNED TO THE DESTINATION WE DESIGNATE WITH ALL TRANSPORTATION CHARGES PREPAID AND IS FOUND BY INSPECTION TO HAVE BEEN DEFECTIVE. NO MERCHANDISE SHALL BE RETURNED WITHOUT JF PETROLEUM GROUP'S PRIOR WRITTEN AUTHORIZATION. WRITTEN NOTICE OF CLAIMED DEFECTS MUST BE GIVEN BY THE CUSTOMER TO JF PETROLEUM GROUP WITHIN A REASONABLE TIME AFTER DELIVERY OF THE PRODUCT TO THE CUSTOMER, AND IN NO EVENT LONGER THAN TWO WEEKS.

4. By acceptance of proposal, Customer grants to JF PETROLEUM GROUP a security interest in all equipment or merchandise delivered hereunder which security interest shall remain in full force and effect until JF PETROLEUM GROUP has received payment in full. Customer agrees to execute all documents necessary to perfect the lien of said security interest, as required by JF PETROLEUM GROUP prior to delivery of equipment and merchandise. Customer agrees that, if required by JF PETROLEUM GROUP to do so, it will obtain the execution of any document necessary to perfect said security interest in any equipment or merchandise to be attached to or placed in the ground by the owner of the site, prior to the attachment or burial of such equipment or merchandise. Customer's failure to comply with the terms hereof shall give JF PETROLEUM GROUP the right to cancel at its option, the agreement without further obligation to Customer.

5. The terms of FOB Shipping Point shall apply to all equipment shipments. JF PETROLEUM GROUP shall not be responsible for loss or damage to equipment or merchandise while in transit on any carrier not owned by JF PETROLEUM GROUP. Any claim made for such loss or damage shall be made by Customer against the carrier.

6. Deliveries shall be subject to availability of equipment or merchandise at the time specified for delivery. JF PETROLEUM GROUP shall have no liability for delays caused by unavailability of equipment or merchandise, or by strikes, fire or other event beyond the control of JF PETROLEUM GROUP. To the extent there is such delay or suspension resulting in increased cost or expense to us, JF PETROLEUM GROUP shall be entitled to receive an adjustment to compensation and any other terms and conditions applicable and as reasonably necessary, on an equitable basis to account for such increase.

7. Orders placed with us and accepted by us are not subject to cancellation except with our consent. Additionally, Customer may, at any time in writing, request changes in, additions to or deletions from the purchase order; however, such changes are subject to our consent. JF PETROLEUM GROUP will be entitled to an adjustment in compensation for any changes that is performed on a cost-reimbursable or time and materials basis.

8. If items are manufactured in accordance with Customer's designs, blueprints, drawings, samples or specifications, the Customer shall indemnify and save seller harmless from any and all expenses, injury or loss arising out of Claims of Patent Infringement because of the manufacture, use, or sale of such products.

9. The interpretation, validity and enforcement of these Conditions or any resulting order, and all legal actions brought under or in connection with the subject matter of these Conditions or any resulting order, shall be governed by the laws of the State of North Carolina (except that any conflict of laws principles of such state that would result in the application of the law of another jurisdiction shall be disregarded).

10. In the event that any suit is instituted concerning or arising out of the agreement, the prevailing party shall be entitled to recover all of such costs, including, but not limited to, the court costs, reasonable attorney's fees and other costs related to collection.

11. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

12. With respect to all items manufactured in accordance with Buyer's design, blueprints, drawings, samples, or

Customer Initials \_\_\_\_\_ JF PETROLEUM GROUP Initials \_\_\_\_\_

specifications, Customer will accept under-runs and over-runs on each individual item not exceeding 10% of the quantities ordered and the billings adjusted accordingly.

13. For any dispensers that require temporary storage by JF PETROLEUM GROUP because they are not being installed by JF PETROLEUM GROUP, and are not being shipped directly to a customer site, execution of a bill and hold agreement will be required. JF PETROLEUM GROUP will provide up to 30 days of free storage on all new dispensers ordered. All requests for temporary storage of new dispensers must be made in writing at the time of the execution of this agreement. Additionally, an anticipated delivery date to the installation site must be specified. Upon production, JF PETROLEUM GROUP will arrange delivery of finished goods/ dispensers to the Bill & Hold warehouse and invoice the customer. Standard payment terms will apply. After the initial 30 days of storage of the goods, a fee is charged to the customer at a rate of 0.5% per month of net invoiced amount of equipment in storage for a maximum of six (6) months after original invoice date. To release equipment for shipment from the Bill & Hold warehouse, customer must advise their JF PETROLEUM GROUP Customer Service Representative via e-mail. It normally takes 3-5 business days to ship equipment from the Bill & Hold warehouse. Customer is responsible for charges until equipment is physically removed from the warehouse. Upon expiration of the 6-month maximum storage period, customer will be notified that the goods will be shipped to the location noted on the original bill & hold request form. Customers will be notified 3-5 business days in advance of the shipment so as to provide an opportunity to confirm routing instructions. Note: Standard warranty period begins at date of invoice for all equipment. Please do not leave equipment in Bill & Hold for an extended length of time.

14. This proposal is intended for prompt acceptance by Customer and, if not accepted within 30 days, may be withdrawn by JF PETROLEUM GROUP without notice. In any event, due to the uncertainty of prices of components, materials, equipment, transportation, supplies, and manufacturer storage the prices quoted are those currently in effect. If prices increase at any time due to circumstances beyond JF PETROLEUM GROUPS control, such increase shall be added to the quote, contract price and/or invoiced amount associated with this proposal. JF PETROLEUM GROUP shall itemize such increases upon receipt of a signed order.

If increases are unacceptable to Customer, Customer may elect to cancel its order.

15. Customer shall not assign any rights or delegate any duties or obligations pursuant to the agreement without our written consent. Any assignment or delegation made without our express written consent will be without effect.

16. On any underground tank installation, Customer agrees to supply hold-down product at job site at time of excavation.

17. Any unforeseen underground condition, i.e., water, rock, electric and water lines, disposal of contaminated soils, or other obstacles will be charged to Customer on a time and materials basis.

18. Backfill will be with on-site material unless otherwise specified.

19. JF PETROLEUM GROUP reserves the right to approve the credit of all Customers. To Customers with approved credit, JF PETROLEUM GROUP offers the following terms:

POS, DISPENSER and FLEX PAY KITS: NET 10 DAYS FROM DATE OF INVOICE;

EQUIPMENT WILL BE INVOICED UPON SHIPMENT FROM MANUFACTURER

INSTALLATION: NET UPON COMPLETION WITH PROGRESS PAYMENTS DUE ON PRESENTATION

If Customer's credit is not approved, JF PETROLEUM GROUP shall notify Customer of that fact within 21 days after receipt of a signed Order. In such event, JF PETROLEUM GROUP reserves the right to require, at its option, a substantial deposit, or such other payment arrangements as shall be acceptable to JF PETROLEUM GROUP. Customer's failure to comply with such payment arrangements shall give JF PETROLEUM GROUP the right to cancel the agreement without further obligation to Customer.

20. Customer initials indicate request for Bill & Hold service and acceptance of the following terms. \_\_\_\_\_.

Bill & Hold is a service offering JF PETROLEUM GROUP will provide to its customers upon request, when events that are outside of the customer's control (i.e. site not ready, weather delays, permit delays etc.) prevent the customer from accepting physical delivery of products on the scheduled date. JF PETROLEUM GROUP will provide temporary storage and custody of the products and coordinate delivery with the customer's representative when the site is ready to accept the products. The products will transfer to the customer at invoicing. Payment terms will not be altered or extended in arrangement. Once products are invoiced and placed into Bill & Hold, they will be segregated and marked

Customer Initials \_\_\_\_\_ JF PETROLEUM GROUP Initials \_\_\_\_\_

connection with a Bill & Hold as customer owned material, be readily available for immediate delivery to the customer, and will be the sole property of the customer. JF PETROLEUM GROUP will have no entitlement to the products in Bill & Hold.

**ACCEPTANCE**

This proposal, when accepted by the purchaser, and final approval of Seller's Representative, will constitute a bona fide contract between us, subject to all terms and conditions on the reverse side.

It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Company Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

JF PETROLEUM GROUP Acceptance

Signature of Company Representative \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Initials \_\_\_\_\_ JF PETROLEUM GROUP Initials \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan utilizes the services of QLess for mobile queuing, line management and online appointment scheduling for the Business Services and Utility Collections Divisions, by Resolution No. 2020-286 and subsequent renewals; and

**WHEREAS**, QLess has provided a quote of \$23,979.00 for the annual renewal of the QLess solution to include the following items: Mobile Queuing Platform at a cost of \$13,986.00, Flex Appointments Module at a cost of \$6,993.00, and Additional Languages Module at a cost of \$3,000.00.

**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 contract with QLess to continue providing the Mobile Queuing Platform, Flex Appointments Module and Additional Languages Module for the Business Services and Utility Collections Divisions at a total annual cost of \$23,979.00, by which said quote 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 sign said quote and any associated documents for and in the name of the City of Dothan.

**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**



Quote Reference: 0Q0UK000003P4110AK

**City of Dothan Renewal Opp 12/10/2025**

**Company Information:**

City of Dothan  
126 N Saint Andrews St  
Dothan AL  
36303 United States

**Service Order Information:**

Quote Created: Sep 4, 2025 Quote  
Expires: January 10th, 2026

**Service Order created by:**

Melvin Pelaez  
melvin.pelaez@qlless.com

**Main Contact:**

Kim Arnold  
karnold@dothan.org

**Contract Signer:**

karnold@dothan.org

**Service Order Details:**

Subscription Start Date: Dec 11, 2025  
Subscription End Date: Dec 10, 2026  
Contract terms: 12  
Payment Terms: Annually  
PO Required: Yes, Before Invoicing  
Currency: USD  
# of Locations:

**Comments**

**ITEMS & PRICES**

Item / Description	Quantity	List Price	Your Price	Total Price
Mobile Queuing Platform 2 Way SMS - S	1.00	\$13,986.00	13,986.00	\$13,986.00
FlexAppointments - S	1.00	\$6,993.00	6,993.00	\$6,993.00

QLess

21 Miller Alley, Suite 210, Pasadena, CA 91105

Item / Description	Quantity	List Price	Your Price	Total Price
Additional Languages	1.00	\$3,000.00	3,000.00	\$3,000.00
<b>Totals</b>				<b>\$23,979.00</b>

**QLESS STANDARD PURCHASE TERMS:**

**Governing Terms** This Service Order (the "Service Order") is made as of the date of the final signature below (the "Effective Date"), by and between QLess, Inc. ("QLess") and the Customer listed below ("Customer"). This Service Order is subject to the terms and conditions as set forth in the QLess Software as a Service Agreement (the "**SaaS Agreement**"), negotiated between the parties and executed simultaneously with this Service Order. This Service Order, together with the SaaS Agreement, forms the entire agreement between QLess and Customer governing the services described hereunder. All terms of the SaaS Agreement are incorporated herein by this reference. If any terms of this Service Order conflict with the terms of the SaaS Agreement, the SaaS Agreement shall govern.

The Term of this Service Order will commence on the day of receipt of a fully executed SaaS Agreement between QLess and Customer. Following the initial Term, this Service Order will automatically renew, continuously and indefinitely, for a period equal to the initial Term (each a "Renewal Term") unless Customer notifies QLess via email (to [billing@qless.com](mailto:billing@qless.com)) at least thirty days (30) prior to the Term end date, subject to additional terms of the SaaS Agreement. The Fees associated with the Services provided in this Service Order are due and payable upon the execution of the SaaS Agreement.

**Additional Payment Terms** If a PO is required for invoicing purposes, please submit the PO to [billing@qless.com](mailto:billing@qless.com), to avoid delayed access to the QLess Services. Payment is due net 30, upon receipt of a fully executed SaaS Agreement and Service Order. Customer will be invoiced in USD and payments are to be remitted in USD. Please direct all billing inquiries to [billing@qless.com](mailto:billing@qless.com). In the event of a conflict between the terms of this Service Order and the SaaS Agreement and the terms of a Customer PO, the terms of this Service Order and SaaS Agreement shall govern.

**QLess Hardware** All free-standing kiosks are pre-ordered and customized for each customer. As a result, all kiosk sales are final and are non-refundable. Due to the custom set-up on each free-standing kiosk, the standard delivery window is 8-12 weeks from the payment date. In case of any malfunction of the hardware (other than free-standing kiosks), Customer is required to notify QLess within 30 days from the receipt of the hardware to remain eligible for replacement or full refund. After thirty days (30) the manufacturer warranty may still be used.

**Signatures**

**QLess, Inc.**

**[Customer]**

*Melvin Pelaez*  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**Name** Melvin Pelaez  
\_\_\_\_\_

**Name**  
\_\_\_\_\_

**Title** Customer Success & Rev Ops  
Manager  
\_\_\_\_\_

**Title**  
\_\_\_\_\_

# QLESS Terms & Conditions

## Software as a Service Agreement

This Software as a Service Agreement (the “**Agreement**”) is by and between QLESS, Inc., (“**QLESS**”), and the customer listed on the applicable Service Order (“**Customer**”) and effective as of the date set forth in the initial Service Order (the “**Effective Date**”). QLESS and Customer may be referred to herein collectively as the “Parties” or each individually as a “Party.”

**WHEREAS**, QLESS provides access to its software-as-a-service offerings to its customers, as described in the applicable Service Order, attached hereto;

**WHEREAS**, Customer desires to access certain software-as-a-service offerings described herein, and QLESS desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions.

1. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
2. “**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
3. “**Authorized Users**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.
4. “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

5. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.
6. **"Documentation"** means any manuals, instructions, or other documents or materials that QLESS provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or QLESS Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
7. **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement.
8. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
9. **"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
10. **"Losses"** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
11. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
12. **"Process"** means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information, or other content[, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log,

catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.

13. **"QLESS Materials"** means the Services, Specifications, Documentation, and QLESS Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by QLESS or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or QLESS Systems. For the avoidance of doubt, QLESS Materials include Resultant Data and any information, data, or other content derived from QLESS's monitoring of Customer's access to or use of the Services, but do not include Customer Data.
14. **"QLESS Personnel"** means all individuals involved in the performance of Services as employees, agents, or independent contractors of QLESS or any Subcontractor.
15. **"QLESS Systems"** means the information technology infrastructure used by or on behalf of QLESS or provided by QLESS in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by QLESS or through the use of third-party services.
16. **"Representatives"** means, with respect to a party, that party's and its Affiliates' employees, officers directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.
17. **"Resultant Data"** means data and information related to Customer's use of the Services that is used by QLESS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
18. **"Services"** means the software-as-a-service offering described in the Service Order.
19. **"Service Order"** means the service order or orders executed by QLESS and the Customer, which may be amended from time to time.
20. **"Specifications"** means the specifications for the Services set forth in the Service Order.
21. **"Third-Party Materials"** means materials and information, in any form or medium, including any open-source or other software, documents, data,

content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to QLESS.

## **2. Services.**

1. **Access and Use.** Subject to and conditioned on Customer's payment of Fees and Customer and its Authorized Users' compliance with the terms and conditions of this Agreement, QLESS hereby grants Customer a non-exclusive, non-transferable (except in compliance with 15.8) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. QLESS shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.
2. **Documentation License.** Subject to the terms and conditions contained in this Agreement, QLESS hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with 15.6) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
3. **Service and System Control.** Except as otherwise expressly provided in this Agreement, as between the parties, QLESS has and will retain sole control over the operation, provision, maintenance, and management of the QLESS Materials; and Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the QLESS Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or QLESS; (ii) results obtained from any use of the Services or QLESS Materials; and (iii) conclusions, decisions, or actions based on such use.
4. **Reservation of Rights.** QLESS reserves all rights not expressly granted to Customer in this Agreement. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, QLESS Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the QLESS Materials, and the Third-Party Materials are and will remain with QLESS and the respective rights holders in the Third-Party Materials.
5. **Service Management.** Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be

responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. Each party shall use commercially reasonable efforts to maintain the same service manager in place throughout the Term. If either party's service manager ceases to be employed by such party or such party otherwise wishes to replace its service manager, such party shall promptly name a new service manager by written notice to the other party.

6. Changes. QLESS reserves the right, in its sole discretion, to make any changes to the Services and QLESS Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of QLESS's services to its customers; (ii) the competitive strength of or market for QLESS's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.
7. Subcontractors. QLESS may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").
8. Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, QLESS may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services or QLESS Materials, without incurring any resulting obligation or liability, if: (a) QLESS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires QLESS to do so; or (b) QLESS believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 2.8 does not limit any of QLESS's other rights or remedies, whether at law, in equity, or under this Agreement.

### **3. Use Restrictions; Service Usage and Data Storage.**

1. Use Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or QLESS Materials except as expressly

permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (ii) copy, modify, or create derivative works or improvements of the Services or QLESS Materials; (iii) send or store infringing, obscene, threatening, libelous, hateful or otherwise unlawful, tortious, material, including material harmful to children, violative of third-party privacy rights, encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate a local, state United States or international law; (iv) knowingly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; and (vii) violate third-party copyrights, trademarks, or intellectual property rights.

#### **4. Customer Obligations.**

1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide QLESS Personnel with such access to Customer's premises and Customer Systems as is necessary for QLESS to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as QLESS may reasonably request to enable QLESS to exercise its rights and perform its obligations under and in connection with this Agreement.
2. Effect of Customer Failure or Delay. QLESS is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").

#### **5. Service Levels.**

1. Service Levels. Subject to the terms and conditions of this Agreement, QLESS will use, in its sole opinion, commercially reasonable efforts to make the Services generally available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this

Section 5.1 (the "**Availability Requirement**"). "**Exceptions**" to the Availability Requirement include:

1. scheduled downtime, for which QLESS will provide at least 24 hours advance notice;
  2. downtime caused by circumstances beyond QLESS's reasonable control, including a Force Majeure Event;
  3. downtime caused by an act or omission by Customer or any Authorized User, or a Customer Failure;
  4. failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by QLESS pursuant to this Agreement.
2. **Service Support.** The Services include QLESS's standard customer support services ("**Support Services**") in accordance with QLESS's SLA then in effect, and attached hereto as **Exhibit A** (the "**Support Exhibit**"). QLESS may amend the Support Exhibit from time to time in its sole discretion.

**6. Data Backup. The Services do not replace the need for Customer to maintain regular data backups or redundant data archives. QLESS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.**

## **7. Security.**

1. **QLESS Obligations.** QLESS shall not use, disclose or access Customer Data except as authorized by Customer, required to provide and support the Services or to comply with law or as permitted by this Agreement, the Documentation or the Service Order. QLESS shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Customer Data except as permitted by the preceding sentence. QLESS, however, makes no representations or warranties with regard to Customer or any third party's compliance with standards or use of other data security controls.
2. **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) all access to and use of the Services and QLESS Materials directly or indirectly by or through

the Customer Systems, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

## **8. Fees and Payment.**

1. Fees. Customer shall pay QLESS the fees ("**Fees**") set forth in the applicable Service Order without offset or deduction. For the avoidance of doubt, Fees are due and payable upon the Effective Date. Customer shall pay all Fees within 30 days after the Effective Date. Customer shall make all payments hereunder in US dollars. All fees are nonrefundable once paid. If Customer fails to make any payment when due then, in addition to all other remedies that may be available (i) QLESS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse QLESS for all reasonable costs incurred by QLESS in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, QLESS may suspend Customer and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.
2. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on QLESS's income.

## **9. Confidentiality.**

1. Confidentiality. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully

obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## **10. Intellectual Property Rights.**

1. QLESS Materials. All right, title, and interest in and to the QLESS Materials, including all Intellectual Property Rights therein, are and will remain with QLESS and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the QLESS Materials except as expressly set forth in 2.1 or the applicable third-party license, in each case subject to 3.1. All other rights in and to the QLESS Materials are expressly reserved by QLESS. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to QLESS an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.
2. Customer Data. As between Customer and QLESS, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to

all Customer Data, including all Intellectual Property Rights relating thereto. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to QLESS, its Subcontractors, and the QLESS Personnel to enforce this Agreement and exercise QLESS's, its Subcontractors', and the QLESS Personnel's rights and perform QLESS's, its Subcontractors', and the QLESS Personnel's obligations hereunder.

3. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to QLESS by mail, email, telephone, orally or otherwise, suggesting or recommending changes to the Services or the QLESS Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), QLESS is free to use such Feedback without any obligation to Customer or any other person, irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to QLESS on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and QLESS is free to use and fully exploit, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although QLESS is not required to use any Feedback.

## **11. Representations and Warranties.**

1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that, (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
2. **Additional Customer Representations, Warranties, and Covenants.** Customer represents, warrants, and covenants to QLESS that (a) Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by QLESS and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights,

or any privacy or other rights of any third party or violate any applicable Law; (b) Customer is now in compliance with and during the Term of the Agreement shall continue to remain in compliance with all applicable U.S. and foreign laws and regulations including but not limited to (i) the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws administered by United States Office of Foreign Assets Control or any other governmental authority imposing economic sanctions and trade embargoes, (ii) U.S. export control laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the U.S. Department of State, and (iii) the Foreign Corrupt Practices Act of 1977, as amended; and (c) each of the Authorized Users shall agree to be bound by and comply with this Agreement. .

3. Limited Warranty; Warranty Disclaimer. QLESS will make commercially reasonable efforts to make the Services available in a professional manner substantially consistent with the level of care, skill, practice and judgment exercised by other professionals in developing and providing Services of a similar nature under similar circumstances. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, THE SERVICES AND QLESS MATERIALS ARE PROVIDED "AS IS" AND "WHERE IS" AND WITH ALL FAULTS. QLESS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QLESS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR QLESS MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS NOT ENTERED INTO THE AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN.

## **12. Indemnification.**

1. QLESS Indemnification.
  1. QLESS shall indemnify, defend, and hold harmless Customer and Customer's officers, directors, employees, agents, successors, and

assigns (each, a "**Customer Indemnitee**") from and against any and all Losses incurred by Customer Indemnitee resulting from any Action by a third party (other than an Affiliate of a Customer Indemnitee) that Customer's or an Authorized User's use of the Services (excluding Customer Data and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party's US Intellectual Property Rights, provided that Customer promptly notifies QLESS in writing of the claim, cooperates with QLESS, and allows QLESS sole authority to control the defense and settlement of such claim.

2. If such a claim is made or appears possible, Customer agrees to permit QLESS, at QLESS's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If QLESS determines that neither alternative is reasonably available, QLESS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
  3. This Section 12.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by QLESS or authorized by QLESS in writing; (B) modifications to the Services not made by QLESS; (C) Customer Data; or (D) access to or use of the QLESS Materials in combination with any hardware, system, software, network, or other materials or service not provided by QLESS or specified for Customer's use in the Documentation;
2. City will be responsible for personal injury or property damage to the extent caused by the negligent acts or omissions of City's employees, officers and agents while acting in the line of his or her duty. Further, City will be responsible for intellectual property infringement claims arising out of special orders from suggestions or designs submitted to Consultant by City or its employees. However, in accordance with 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 not enumerated above, regardless of any language in any attachment or other document that **Consultant** may provide.
3. Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND QLESS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND QLESS MATERIALS OR ANY SUBJECT

MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

### **13. Limitations of Liability.**

1. IN NO EVENT WILL QLESS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER QLESS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL QLESS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE LESSER OF THE ACTUAL, DIRECT DAMAGES INCURRED OR THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS PARAGRAPH AND THAT QLESS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN

### **14. Term and Termination.**

1. Term. The term ("**Term**") of this Agreement shall commence on the Effective Date and shall continue thereafter until the termination or expiration, as applicable, of the term for each Service listed on the applicable Service Order, as may be amended from time to time by the parties, in writing.
2. Renewal. Following the initial Term, the Term of this Agreement shall continue for a subsequent period of time that is equal to the duration of the initial Term (each such period, a "**Renewal Term**") unless either Party elects to terminate this Agreement by giving written notice to the other Party of the election to terminate at least thirty (30) days prior to the expiration of the then-current initial Term or Renewal Term. After the initial Term, QLESS may, at least sixty (60) days prior to the expiration of the then-current initial Term or Renewal Term, provide written notice to Customer adjusting the Fees and other costs, fees or prices for such Services.
3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

1. QLESS may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after QLESS's delivery of written notice thereof; or (ii) breaches any of its obligations under 3.1 or 11;
2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured ten (10) days after the non-breaching party provides the breaching party with written notice of such breach; and
3. Lack of Appropriations. If Customer should not appropriate or otherwise make available funds sufficient to utilize the services covered by this agreement, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to us. Customer will not be entitled to a refund or offset of previously paid, but unused fees. Customer agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
- 4.
4. Effect of Termination or Expiration. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and QLESS Materials and, without limiting Customer's obligations under Section 7, Customer shall delete, destroy, or return all copies of QLESS's Confidential Information and certify in writing to QLESS that the QLESS Confidential Information has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. After thirty (30) calendar days following termination of this Agreement for any reason, QLESS shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its system or otherwise in its possession or under its control.
5. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: 3.1, Section 8, 9, Section 10 11.3, 12, 13, 14.4, this 14.5, and 15.

## **15. Miscellaneous**

1. Nonsolicitation. The parties agree that during the term of this Agreement, and for a period of one (1) year after termination of this Agreement, neither party shall directly or indirectly solicit for employment or employ, without the

prior written consent of the other party, any person employed then or within the preceding on (1) year by the other party.

2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
3. Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that QLESS may, without Customer's consent, include Customer's name and other indicia in its lists of QLESS's current or former customers of QLESS in promotional and marketing materials.
4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the Service Order (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section 15.4.

Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related exhibits, schedules, attachments, and appendices ), and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its exhibits, schedules, attachments, and appendices; (b) second, the exhibits, schedules,

attachments, and appendices to this Agreement as of the Effective Date; and (c) third, the Service Order. Notwithstanding any provision that conflicts herein, all terms, conditions, and obligations of this Agreement are static as negotiated between the parties hereunder and may only be altered or amended in any way by written agreement of the Parties.

- 5.
6. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without QLESS's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which QLESS's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15.8 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
7. **Force Majeure.** In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, pandemics, epidemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.
8. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
9. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an

authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
11. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Dothan and County of Houston, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
12. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3.1, Section 7.3, 9, Section 10, or Section 11, would cause QLESS irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, QLESS will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such

remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13. Counterparts. This Agreement shall be adopted through the execution of a Service Order between the parties. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Service Order incorporating this Agreement by reference, delivered by facsimile, email, or other means of electronic transmission, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, The Bipartisan Infrastructure Law (BIL) has funds appropriated to be awarded by the US Department of Transportation for National Infrastructure Investments grants under the “Better Utilizing Investments to Leverage Development” (BUILD) Grant Program; and

**WHEREAS**, the BUILD grant is highly competitive, rigorously reviewed, and selected based on merit; and

**WHEREAS**, the Public Works Department has determined that the proposed Honeysuckle Road Roadway Realignment Project (Phase 2) is identified to meet criteria that will be used for evaluation of this grant application; and

**WHEREAS**, the total construction costs of said Project including construction engineering and inspection (CE&I) is estimated to be \$25,730,000.00; and

**WHEREAS**, the BUILD grant has a maximum federal share amount of \$25,000,000.00; and

**WHEREAS**, the Public Works Department is recommending the City of Dothan to apply for the BUILD grant at a Federal/City cost share of 80/20 with the estimated Federal funding of \$20,584,000.00 and estimated City funding of \$5,146,000.00.

**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 electronically submit an application through the “Better Utilizing Investments to Leverage Development” (BUILD) Grant Program for the Honeysuckle Road Roadway Realignment Project and accept the grant if awarded.

**Resolution No.** \_\_\_\_\_ submitting an application through the BUILD Grant Program for the Honeysuckle Road Roadway Realignment Project and accepting the grant if awarded, continued.

**Section 2.** That Mark Saliba, Mayor of the City of Dothan and in such capacity is hereby authorized and directed to electronically sign and submit said application and sign and accept any grant acceptance documents whether it be physically or electronically for and in the name of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**Attest:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Associate Commissioner District 1

\_\_\_\_\_  
Associate Commissioner District 2

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Associate Commissioner District 3

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Associate Commissioner District 4

\_\_\_\_\_  
Associate Commissioner District 5

\_\_\_\_\_  
Associate Commissioner District 6

***BOARD OF CITY COMMISSIONERS***

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan, Alabama desires to obtain the representation of a law firm on an ongoing basis in court-related collection matters; and

**WHEREAS**, the law firm of Prim & Mendheim, LLC has provided an engagement letter setting out arrangements for billing of services and other terms and conditions of representation.

**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 engagement agreement with Prim & Mendheim, LLC for representation on an ongoing basis in court-related collection matters with terms and conditions as set out in the engagement agreement, which said agreement is attached to and made part of this resolution.

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

**PASSED, ADOPTED AND APPROVED ON \_\_\_\_\_.**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

H. SAMUEL PRIM, III\*  
LAUREN DONALDSON



**PRIM·MENDHEIM**  
ATTORNEYS AT LAW

R. CLIFF MENDHEIM†  
MORGAN P. HOGGLE‡

\*ALSO LICENSED IN FLORIDA,  
GEORGIA & MISSISSIPPI

†ALSO LICENSED IN TENNESSEE  
‡ALSO LICENSED IN FLORIDA

January 13, 2026

**BY EMAIL ONLY**

City of Dothan  
Attn: Ms. Lynn McInnes  
P.O. Box 2128  
Dothan, Alabama 36302  
[VMcInnes@dothan.org](mailto:VMcInnes@dothan.org)

**RE: Engagement Letter – Collections**

Dear Lynn:

The purpose of this letter is to confirm that your office agrees for Prim & Mendheim, LLC to represent it on an ongoing basis in collection matters. We look forward to a professional relationship with you. Our representation is limited to the matter described above. To the extent you wish to engage us to represent you in other matters, you may be required to sign a separate engagement letter.

This letter sets out our arrangements for billing for our services and other terms and conditions of our representation. We will, of course, be pleased to answer any questions you may have concerning these arrangements.

We will perform collection activity on a contingency basis. Our contingency fee will be 25% of any monies we collect prior to filing suit, and 33% of any monies we collect after filing suit, plus court costs. Our fee to domesticate foreign judgments is \$500.00 plus court costs. This contingency fee will be calculated as a percentage of the amount collected for each claim individually, after all previously advanced or reimbursed court costs have been refunded to City of Dothan. Our law firm's fee assessed against the debtor will be calculated on the outstanding principal and interest of the debt owed to you at the time of placement. We may add fees to debtor accounts depending on the financial responsibility agreement with the debtor. If the financial responsibility agreement allows additional fees our office will add appropriate fees to the debt placed with us, thus in theory lowering your out-of-pocket fee to Prim & Mendheim, LLC.

**Bankruptcy.** Upon notification of a bankruptcy of the debtor, City of Dothan shall promptly notify Prim & Mendheim, LLC. If our investigation reveals that there may be debtor assets available for distribution in connection with a bankruptcy claim, or, if our firm deems it in our client's best interests, our firm shall, unless otherwise notified in writing by our client, file a proof of claim. Our fee for drafting and filing a proof of claim is \$175.00, plus costs. Distribution of funds from bankruptcy trustees is to be made directly to our office and then to our client in the same manner as other collections. If our investigation reveals that there are no debtor assets available for distribution, our office will close the account.

Our firm will remit the net sum of funds collected, less our contingency fee, on a monthly basis, and we will invoice for any pre-approved out-of-pocket expenses incurred during the previous month.

Prim & Mendheim, LLC's primary method of sending and receiving written business communications is by email. While we may occasionally communicate via facsimile, U.S. Mail and/or express carrier, we anticipate that our primary method of communication with you will be by email. We will take such steps as are necessary to timely respond to any email inquiries and/or communications based on the level of urgency thereof. However, you acknowledge and understand that due to the significant number of electronic communications sent and received and information transferred on a daily basis, responses to your electronic communications may not always be instantaneous. Status requests, correspondence and emails on this matter should be sent directly to Lauren Donaldson at Prim & Mendheim via email to: [ldonaldson@pm-firm.com](mailto:ldonaldson@pm-firm.com).

Your office agrees to provide our office with all the documentation necessary to pursue collections. Contingency fees are due for payments on all accounts placed for collection, regardless of the source of payment, and includes payments by insurance companies, Medicaid and Medicare payments made directly to our firm or your office. Additionally, your organization agrees to notify our firm of any payment made directly to your office on accounts placed for collection.

City of Dothan will be responsible for all collection costs including filing fees, recording fees, garnishment fees and other necessary costs if we recommend legal action. We will only recommend suit if we feel confident that monies can and will be recovered barring any unforeseen change in the debtors' situation. In addition, collection costs shall also include any payment receipt and disbursement costs, such as but not limited to, credit card transaction fees, incoming and outgoing bank wire fees, and express or overnight courier fees.

Our firm will adhere to the Fair Debt Collection Practices Act as well as the Fair Credit Reporting Act. In addition, our firm will comply with particular client requirements in addition to the above.

This engagement letter is in no way an agreement that we will represent you on any counterclaim filed with the trial court or any appeal past the trial court. In the event any counterclaim or appeal is filed, further representation will also have to be agreed upon on a case-by-case basis. Any disputes arising out of or relating to this Engagement Letter shall be initiated and litigated in the court of appropriate jurisdiction of Houston County, Alabama. In the event our invoices are not paid as agreed upon, you agree to pay all expenses and costs of collection, including reasonable attorney's fees.

Again, thank you for this opportunity to be of service. Please sign and return a copy of this letter at your convenience to confirm our representation. If any of the terms set forth above are not in conformance with your understanding of our agreement, please contact me immediately. We look forward to representing you.

Sincerely,

/s/ H. Samuel Prim, III

H. Samuel Prim, III

ACKNOWLEDGED and Agreed to:

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City of Dothan

(sign)

(printed name), as

(title/capacity), for

RESOLUTION NO. \_\_\_\_\_

**SOUTHEAST ALABAMA COMMUNITY PARTNERS, INC.**  
**BROWNFIELD REDEVELOPMENT PROJECT**

This Resolution is made this 3 day of February, 2026 by the City of Dothan Commission (the Granting Authority),

to grant a tax abatement to Southeast Alabama Community Partners, Inc. (the Company).

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9C-1 through 9C-8 et seq., *Code of Alabama 1975*) (the Act) the Company has requested from the Granting Authority an Abatement of (check all that apply):

all state and local noneducational property taxes,

all city and county construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes; and

WHEREAS, the Company has requested that the abatement of state and local noneducational property taxes (if applicable) be extended for a period of 20 years, in accordance with the Act; and

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications (copy attached) filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, the construction of the project will involve a capital investment of \$ 2,135,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and to perform and observe the agreements and covenants on its part contained in the Tax Abatement Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company that it has power under the constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Tax Abatement Agreement;

NOW THEREFORE, be it resolved by the Granting Authority as follows:

Section 1. Approval is hereby given to the application of the Company and abatement is hereby granted of (check all that apply):

all state and local noneducational property taxes,

- all city and county construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or
- all mortgage and recording taxes

as the same may apply to the fullest extent permitted by the Act. The period of abatement for the noneducational property taxes (if applicable) shall extend for a period of 20 years measured as provided in Section 40-9C-1 through 9C-8 of the Brownfield Abatement Act.

Section 2. The governing body of the Granting Authority is authorized to enter into an abatement agreement with the Company to provide for the abatement granted in Section 1.

Section 3. A certified copy of this resolution, with the application and abatement agreement, shall be forwarded to the Company to deliver to the appropriate local taxing authorities (if applicable) and to the Alabama Department of Revenue in accordance with the Act.

Section 4. The governing body of the Granting Authority is authorized to take any and all actions necessary or desirable to accomplish the purpose of the foregoing of this resolution.

Section 5. The governing body of the granting authority authorizes the Chairman to take any and all actions necessary or desirable to sign future amendments to the agreement related to the increase of investment or changes to the project time schedule.

This resolution was passed and approved on the 3<sup>rd</sup> day of February, 2026.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**

**BOARD OF CITY COMMISSIONERS**

## Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 3<sup>rd</sup> day of February, 2026, by and between the City of Dothan Commission (the Granting Authority), and Southeast Alabama Community Players, Inc. (the Company), its successors and assigns.

WHEREAS, the Company has applied and received notification from the Alabama Department of Environmental Management and been accepted into the Volunteer Cleanup Program (VCP) and qualifies as a Alabama Brownfield Tax Abatement project under Section 40-9C-1 through 40-9C-8, **Code of Alabama 1975**, as amended; and

WHEREAS, the Company has announced plans for a (check one):

new project or  major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 30<sup>th</sup> day of May, 2027; and

WHEREAS the Project will be located in the County of Houston (check only one)

inside the city limits of Dothan.

inside the police jurisdiction of \_\_\_\_\_.

outside the city limits and police jurisdiction of the City of; and

WHEREAS, pursuant to Section 40-9C-1 through 40-9C-8, **Code of Alabama 1975** (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

all state and local non-educational property taxes,

all city and county construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county, or municipal government;

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

WHEREAS, at its meeting held on the 3<sup>rd</sup> day of February, 2026 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

all state and local noneducational property taxes;

**XX** all city and county construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

**XX** all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county, or municipal government;

WHEREAS, the Project will consist of a qualifying activity under the Brownfield Tax Abatement program, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the qualifying activity for which the abatement is applied shall be (check whichever is applicable):

**XX** owned by the entity applying for the abatement,

leased from a public authority, county, or municipal government; and

WHEREAS, in the event the qualifying business activity is leased from a public authority, county, or municipal government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from

liability for the following taxes as permitted by the Act (check all that apply):

**XX** a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for 20 years,

**XX** (b) City and County Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 **Code of Alabama 1975** on the tangible personal property and taxable services to be incorporated into the Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

**XX** (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 **Code of Alabama 1975** relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

**XX** (a) Noneducational property taxes are expected to be approximately \$4,966 per year and the maximum period for such abatement shall be valid for a period of 20 years, beginning the initial date bonds are issued to finance project.

**XX** (b) City and County Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$77,400 and such abatement shall not extend beyond the date the Project is placed in service.

**XX** (c) Mortgage and recording taxes are expected to be \$500.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$2,135,000;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years: Initially 2 Year 1 2 Year 2 2 Year 3 3;

(c) Annual payroll initially at the Project and in each of the succeeding three years: Initially \$ 160,000 Year 1 \$ 160,000 Year 2 \$ 160,000 Year 3 \$ 180,000;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9C-1 through 40-9C-8 of the Act.

## GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the application for abatement*), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and





# ALABAMA DEPARTMENT OF REVENUE

## Application to Granting Authority for Brownfield Development Tax Abatements

Under Chapter 9C, Title 40, Code of Alabama 1975

### Local Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

This form is to be submitted to the granting authority for consideration in granting an abatement of all state and local noneducational property taxes, local construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9C-1 et seq., Code of Alabama 1975.

12. TYPE OF ABATEMENT APPLYING FOR: <input checked="" type="checkbox"/> Sales & Use Taxes <input checked="" type="checkbox"/> Property Taxes <input checked="" type="checkbox"/> Mortgage & Recording Taxes		2. PROJECT NAICS CODE: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	
10. NUMBER OF YEARS REQUESTING PROPERTY TAX ABATEMENTS: <b>20</b>		3. TYPE OF PROJECT: <input checked="" type="checkbox"/> New Project <input type="checkbox"/> Major Addition To An Existing Facility	
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX) <input type="checkbox"/> \$2,000,000    - OR - <input type="checkbox"/> 30% of original cost of existing property, original cost \$			
5. PROJECT APPLICANT: <span style="float: right;">DBA:</span> <b>Southeast Alabama Community Players, Inc.</b>			
6. ADDRESS OF APPLICANT: <span style="float: right;">CITY:</span>		STATE:	ZIP CODE:
<b>909 S. Saint Andrews Street Dothan, AL 36301</b>			
7. NAME OF CONTACT PERSON: <b>Jennifer Doherty</b>		EMAIL ADDRESS: <b>seact@seact.com</b>	TELEPHONE NUMBER: <b>(334) 794-0400</b>
8. DATE VOLUNTARY CLEAN UP PLAN WAS APPROVED BY ADEM: <b>September 26, 2025</b>			
9. PHYSICAL LOCATION OF PROJECT: <b>251 S. Foster Street, Dothan, AL 36301</b>			
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE): <b>Dothan</b>		COUNTY: <b>Houston</b>	ZIP CODE: <b>36301</b>
10. BRIEF DESCRIPTION OF PROJECT (ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY): <b>Renovation of old building for new SEACT facility.</b>			
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN: <b>March 1, 2026</b>		12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED: <b>May 30, 2027</b>	13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE: <b>June 1, 2027</b>

14. ESTIMATED NUMBER OF NEW EMPLOYEES	15. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	16. COST OR VALUE FOR PROPERTY TAX	17. COST SUBJECT TO SALES TAX
INITIALLY <b>2</b>	INITIALLY <b>\$160,000</b>	a. Land (if donated, show market value) .....	16a <b>\$335,000</b>	<b>XXXXXXXXXX</b>
YEAR 1 <b>2</b>	YEAR 1 <b>\$160,000</b>	b. Existing Building(s) (if any) .....	16b	<b>XXXXXXXXXX</b>
YEAR 2 <b>2</b>	YEAR 2 <b>\$180,000</b>	c. Existing Personal Property (if any) .....	16c	<b>XXXXXXXXXX</b>
YEAR 3	YEAR 3	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building material's only) .....	16d <b>\$1,300,000</b>	17d <b>\$1,300,000</b>
This form may be used as the application to the granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9C-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery .....	16e	17e
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.) .....	16f <b>\$500,000</b>	17f <b>\$500,000</b>
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.) .....	16g <b>\$2,135,000</b>	17g <b>\$1,800,000</b>

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of local noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost of which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9C-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that, to the best of my knowledge and belief, the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

**Jennifer Doherty**  
  
 \_\_\_\_\_  
 SIGNATURE

**Executive Director**  
 \_\_\_\_\_  
 TITLE

**1/21/2026**  
 \_\_\_\_\_  
 DATE

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan desires to lease available space in the Wiregrass Innovation Center located at 122 Museum Avenue to tenants; and

**WHEREAS**, Advantage Consulting and Solutions, LLC/Kelvin Seldon requests to rent certain space and has agreed to negotiated lease terms and conditions as detailed in the workspace rental agreements.

**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 workspace rental agreements with Advantage Consulting and Solutions, LLC/Kelvin Seldon to lease certain space in the Wiregrass Innovation Center located at 122 Museum Avenue with the terms and conditions set forth in the workspace rental agreements, which said agreements are attached and made part of this resolution.

**Section 2.** That the Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to sign said agreements and any associated documents for 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**

## WORKSPACE RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made between CITY OF DOTHAN (“Landlord”) and Advantage Consulting and Solutions, LLC, a limited liability company, and Kelvin Seldon, an individual (collectively, “Tenant”), who agree as follows:

1. Landlord does hereby rent a workspace as described herein to Tenant, and Tenant hereby rents from Landlord, the following space in the Wiregrass Innovation Center (WIC) located at 122 Museum Avenue Dothan, Alabama 36303:

Workspace located in private office #329, as shown in Exhibit A (Floor Plan).

2. This agreement begins on \_\_\_\_\_ [TBD] \_\_\_\_\_ and terminates on \_\_\_\_\_ [TBD] \_\_\_\_\_. In the event that Tenant remains as a Tenant past this termination date, then Tenant shall become a month-to-month tenant bound by the same terms herein until the parties execute a new Lease.

3. Tenant shall pay Landlord monthly rent of \$344.00, payable monthly in advance.

4. Either Tenant or Landlord may terminate this Agreement by giving the other party with written notice at least ninety (90) days. No rent shall be prorated at the expenses of tenant. No refunds will be made for Tenants moving out before the end of the month.

5. Landlord shall at its own expense provide the utilities, and office fixtures and internet for the rented premises. Telephone is available as an add-on.

6. Tenant further agrees that:

a. It will return possession of the rented premises in the same or comparable condition as at the time of the execution of the document, reasonable wear and tear expected. Tenant shall commit no damage or waste to the rented premises.

b. It shall not assign or sub-let or allow any other person to occupy the rented premises without Landlord’s prior written consent.

c. It shall not make any material or structural alterations to the rented premises without Landlord’s prior written consent.

d. It shall comply with all building, zoning, and health codes and other applicable laws for said rented premises.

e. It shall not conduct a business deemed hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the rented premises shall be used only for office space.

f. In the event of any breach of this Agreement including, but not limited to the non-payment of rent or other agreed charge, Landlord shall have full rights to terminate this Agreement in accordance with state law and re-enter and claim possession of the rented premises, in addition to such other remedies available to Landlord arising from said breach.

g. Any property of the tenant left on the premises for more than 30 days after the lease has expired or the tenant is absent shall become property of the landlord and may be disposed of at the landlord’s discretion.

h. Copier will be provided for each floor. Tenant shall be allowed a reasonable number of copies, determination of which is at the discretion of landlord.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

8. Tenant will abide by all rules and regulations and terms and conditions as set out in Exhibits B (Building Rules and Regulations), Exhibit C (Parking Rules and Regulations) and Exhibit D (Lab Rules and Regulations) attached to this agreement.

9. In the event that Tenant fails to pay within ten (10) days of the date due and payable any monthly rental installment of Rent, Tenant shall pay to Landlord, to the fullest extent permitted by applicable law, a late charge of up to ten percent (10%) of the amount due and unpaid in order to compensate Landlord for the costs and expenses of administering, handling and processing late payments.

10. In the event Tenant fails to pay within thirty (30) days after the same is due and payable any monthly rental installment of Rent, or any other sum or charge required to be paid by Tenant to Landlord as additional rent, such unpaid amount shall bear interest from the due date thereof to the date of payment at the annual percentage rate of interest (the "Delinquency Interest Rate") equal to 1.5% Monthly rent.

11. Tenant shall, at its sole cost and expense, procure or obtain any and all necessary permits, licenses, or other authorizations required for lawful and proper use, occupation and management of the Premises, including, but not limited to, City of Dothan business licenses. Tenant shall provide copies thereof to Landlord upon request.

IN WITNESS WHEREOF, the parties have signed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TENANT:**

**CITY OF DOTHAN**

\_\_\_\_\_  
Kelvin Seldon

By: \_\_\_\_\_  
Mark Saliba

Individually and as President of  
Advantage Consulting and  
Solutions, LLC

Its: MAYOR, CITY OF DOTHAN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF DOTHAN LEASE AGREEMENT**

**EXHIBIT A - Premises Floor Plan**

[Forthcoming]

**CITY OF DOTHAN LEASE AGREEMENT**  
**EXHIBIT B – Building Rules and Regulations**

1. Sidewalks and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant. No bottles, parcels, or other articles nor shall be placed on the window sills.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls [nor on any part of the inside of the Premises or Building that are visible from the outside of the Premises or Building, as the case may be.] Signs on entrance door or doors shall conform to Building standard signs. Signs on doors shall, at Tenant's expense, be inscribed, painted, or affixed by sign markers approved and provided by Landlord. Landlord may, if Tenant violates this provision, remove same without any liability, and any expense incurred in such removal shall be payable by Tenant.

4. Water closets and other plumbing fixtures shall not be used for any purpose other than for which they were constructed. No sweepings, rubbish, rags, feminine hygiene products, or other substances shall be disposed of in the plumbing fixtures. All damage resulting from any misuse of the fixtures by Tenant shall be borne by Tenant.

5. Tenant shall not mark, paint, drill into, or in any way deface the Premises or Building. No boring, cutting, or stringing of wires. Laying of floor coverings shall not be permitted, except with the prior written consent of the Landlord.

6. No bicycles, vehicles, or animals (except seeing eye dogs) shall be brought into or kept in the building.

7. Microwave will be provided for reheating food or light snacks. No other cooking shall be permitted, including, but not limited to, use of hot plates, bunson burners, or other similar equipment whether designed for cooking or not. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate into the Building. No refrigerators or other similar items shall be allowed without written permission of the Landlord.

8. Tenant shall not make, or permit to be made, any disturbing noises or disturb or interfere with other occupants of the Building.

9. Neither Tenant, nor any of Tenant's agents, employees, contractors, licensees, or invitees, shall at any time put up or operate fans, electrical space heaters, microwave ovens, or mini refrigerators. Further Tenant shall not bring or keep upon the Premises flammable, combustible or explosive fluid, or chemical substance, except in connection with the permitted use of the Premises. All such fluids, chemicals, and substances shall be transported, stored, used and disposed of in compliance with all applicable laws and regulations.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon termination of its tenancy, restore to Landlord all keys, access cards/badges of offices, labs, storage or other rooms and water closets. Tenant shall pay to Landlord the cost of any replacement keys.

11. All moves in or out of the Premises, including but not limited to, the carrying in or out of any safes, freight, furniture, or bulky matter of any description, must take place during the hours which Landlord determines for such activity from time to time.

12. Reserving conference room space shall be on a first come first serve basis. This will be done through Hudson Alpha. Tenant will ensure that movers take necessary measures required by Landlord to protect the Building (e.g., windows, carpets, walls, doors and elevator cabs) from damage. Tenants will observe all weight restrictions while using elevators. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates these Rules or the Lease.

13. Tenant shall not place any furniture, accessories, or other materials on any outdoor areas located within or adjacent to the Premises other than furniture supplied by Landlord specifically for such purpose without having obtained Landlord's express written approval thereof in each instance.

14. Landlord shall have the right to prohibit advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to exclude from the Building all persons who do not present a pass to the Building signed by Tenant. Tenant shall be responsible for all persons to whom it issues such a pass and shall be liable to Landlord for all acts of such persons.

16. The Premises shall not be used for lodging or sleeping.

17. Landlord shall respond to Tenant service requests within a reasonable time after submission thereof. All such requests should be made to the building's reception desk.

18. Canvassing, soliciting, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

19. If allowed by Landlord All paneling or other wood products not considered furniture shall be of fire retardant materials. Before installation of such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord, in a manner satisfactory to Landlord.

20. Landlord will provide cleaning services for common area. Tenant shall maintain their own area at a level to the satisfaction of Landlord. If Tenant desires to hire a cleaning company, tenant shall not employ any persons other than the janitors retained by Landlord (who will be provided with pass-keys into the common areas, bathrooms) for the purpose of cleaning the Premises. Landlord shall not be responsible to Tenant for any loss of property from the Premises or for any damage done to furniture or other effects of Tenant by the janitor or any of its employees.

21. No painting shall be done, nor shall any alterations be made, to any part of the Building. There shall not be any nailing, boring or screwing into the woodwork or walls, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. No sunscreen or other films shall be applied to the interior surface of any window glass.

22. Landlord will post on the Building directories one name only for Tenant at no charge. All additional names must be first consented to by Landlord, and if so approved, a charge to Tenant will be made for each additional listing as prescribed by Landlord to be paid to Landlord by Tenant.

23. Landlord reserves all vending rights, and in no event shall any vending machines be visible from the exterior of the Premises. Request for such service shall be made to Landlord.

24. Parking facilities for the Building, if any, shall be used by vehicles that may occupy a standard parking area only. The use of such parking facilities shall be limited to normal business parking and shall not be used for overnight parking.

25. Each Tenant expressly understands and agrees that Landlord expressly reserves the right to grant or deny access (to the Building or any portion thereof, including without limitation, Tenant's leased portion of the Premises) to any telecommunications, cable, wireless, internet or other service provider whatsoever. No Tenant shall have the right to demand or require Landlord to grant such access to any such telecommunications service provider.

26. The Wiregrass Innovation Center is a Smoke-free campus. Smoking, vaping, or other use of tobacco, nicotine, or other products or delivery methods therefor shall not be Permitted anywhere in the Building or on the premises.

27. Tenant shall be allowed to use the copiers provided for a reasonable amount of copies. Landlord reserves the right to require Tenant to pay for any copies that Landlord in its sole discretion deems to be beyond a reasonable amount.

28. Landlord reserves the right to install a security access system and/or security camera(s) around the Building, and Tenant agrees to comply with all reasonable rules and regulations of Landlord regarding such systems and shall not interfere with the operation of the same.

29. Landlord reserves the right to modify or delete any of the foregoing Rules and to make such other and reasonable rules and regulations as, in its sole discretion and judgment, may from time to time be needed. Landlord shall not be responsible to any tenant for the non-observance or violation of any of these Rules by other tenants.

30. Weight limits are 80 PSF for all corridor floor space and 100 PSF for all office and laboratory floor space.

31. No person other than law enforcement personnel shall bring upon, carry, store, discharge or otherwise use any handgun, firearm, explosive device, or any other weapon of any kind or nature, on or about the premises; provided, however, that an employee of a tenant may store firearms in that employee's car in the parking lot, but only if (i) that employee does so in strict compliance with Alabama Code §13A-11-90(b) and (ii) Alabama Code §13A-11-90(b) remains in effect.

32. Tenants may reserve the communal conference rooms on a first come, first served basis.

**CITY OF DOTHAN LEASE  
AGREEMENT**

**EXHIBIT C - Parking Rules and Regulations**

The following rules, regulations and rights (these "Rules," collectively) apply to the use of all Parking Areas:

1. Tenant and its employees, agents, contractors, and invitees may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as unreserved tenant parking areas (the "Unreserved Parking Areas").

2. Parking in the Unreserved Parking Areas, the Visitor Parking Areas, and the Handicapped Parking Areas shall be on a non-exclusive, "as-available" basis.

3. No representation or warranty is made by Landlord as to the number or location of parking spaces comprising the Parking Areas, or any portion thereof.

4. Motor vehicles shall only be parked in striped parking spaces located within the Parking Areas, and no motor vehicles shall be parked in any other location within the Property and/or the Campus.

5. Not more than one motor vehicle may be parked on each parking space, and no motor vehicle may be parked on more than one parking space.

6. Parking Areas shall not be used for any purpose other than the parking of permitted motor vehicles thereon. No commercial activity shall be conducted from the Parking Areas. The foregoing rule shall not restrict the Landlord's right to use the Parking Areas for any purpose and for special events sponsored or hosted by Landlord from time to time.

7. No RV's, boats, or trailers shall be parked in the Parking Areas. No repairs (other than emergency repairs) or washing of motor vehicles shall be permitted in the Parking Areas.

8. Tenant, its employees, agents, guests, visitors, and invitees assume full responsibility and Landlord shall have no liability for (a) all loss, damage, injury, or death caused to the person or property of third parties by reason of their use of the Parking Areas; and (b) protecting their motor vehicles against theft, vandalism, and damage and for protecting their person against injury and assault by reason of their use of the Parking Areas.

9. Tenant shall indemnify Landlord against all loss, damage, cost, and expense (including attorney's fees) sustained by Landlord by reason of the use of the Parking Areas by Tenant, its employees, agents, guests, visitors, and invitees, or by violation of the Rules by any of said persons, other than damage caused by the negligence of Landlord or its Agent.

10. Tenant expressly agrees that Landlord shall have the right to tow motor vehicles of Tenant and its employees, agents, guests, and visitors which are parked in violation of these Rules, and all costs associated therewith shall be borne by Tenant.

11. A violation of these Rules shall entitle Landlord to revoke the parking privileges of the offending party, in addition to other rights and remedies available to Landlord.

12. Landlord reserves the right from time to time without notice to Tenant to (a) change the location or configuration of the Parking Areas or any portion thereof; (b) change the number of parking spaces located within the Parking Areas or any portion thereof; (c) install systems to control and monitor parking in the Parking Areas or any portions thereof, including without limitation, a parking gate and identification card system; (d) utilize parking guards or attendants to supervise and control parking within the Parking Areas and to enforce these Rules; (e) have full access to the Parking Areas (including the right to close or alter the means of access to the Parking Areas, or

portions thereof) to make repairs and alterations thereto, to prevent a taking by adverse possession or prescription, or to comply with applicable legal and governmental requirements; (f) modify these Rules by posting notices thereof in the Common Areas or by other means deemed appropriate by Landlord; (g) tow motor vehicles parked in violation of these Rules; and (h) enforce these Rules by appropriate legal action.

## CITY OF DOTHAN LEASE AGREEMENT

### EXHIBIT D – Laboratory Rules and Regulations

1. Laboratory facilities shall be used only for their intended purpose(s) as defined in your lease agreement.
2. Hazardous materials (including all reactive agents, compressed gases, combustible and flammable gases, etc.) shall be labeled, stored, handled, and used in accordance with all applicable governmental regulations.
3. An inventory of hazardous materials shall be created at least annually, maintained, and made available upon request.
4. Procedures involving the liberation of volatile, flammable, or toxic materials shall be performed in a fume hood.
5. Biological procedures shall be performed in a biological safety cabinet.
6. Food, drinks, and related utensils are not allowed in the laboratory.
7. Appropriate personal clothing and personal protective equipment must be worn in the laboratory.
8. Hazardous Material. Spills must be cleaned up immediately. Spills of greater than 4 liters must be reported to General Services with the CITY OF DOTHAN as soon as possible. This shall be in addition to and not in lieu of any notification laws, rulings or regulations applicable.
9. Unobstructed access to all exits, fire extinguishers, electrical panels, emergency showers, and eyewash stations must be maintained at all times.
10. If you experience an ADEM/EPA recordable incident, a copy of the completed incident investigation report must be provided to the CITY OF DOTHAN as soon as possible.
11. Extension cords cannot be used in lieu of permanent wiring. If an extension cord is used, it cannot pass under doors or across aisles, be hung from the ceiling, be plugged into other extension cords, or be used for more than 30 calendar days.
12. Guards on machinery or equipment must be in place during all operation(s).
13. Where required, laboratories must have signs posted at the entrances identifying the hazards that are present.
14. All hazardous waste and bio-hazardous waste must be handled, stored, and disposed of properly and in accordance with applicable regulations.
15. No one under the age of 18 shall be allowed in the laboratory without required approvals and supervision. Tenants are responsible for defining their approval process.
16. Broken glass is to be put in containers marked “Broken Glass Only” after proper decontamination as necessary.
17. Compressed gas cylinders must be secured in a manner to prevent tipping over.

18. Do not use or store tobacco products or apply cosmetics in the laboratory.
19. Keep containers containing hazardous materials closed when not in use.
20. Keep laboratory clean and orderly floors must be kept free from trash and debris.
21. Wash hands before leaving the laboratory, even if gloves have been worn.
22. Consult the CITY OF DOTHAN (as directed in your lease for any additional information.
23. Do not introduce any amount of chemicals that are defined as “not recommended” by Landlord into laboratory drains.

## WORKSPACE RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made between CITY OF DOTHAN (“Landlord”) and Advantage Consulting and Solutions, LLC, a limited liability company, and Kelvin Seldon, an individual (collectively, “Tenant”), who agree as follows:

1. Landlord does hereby rent a workspace as described herein to Tenant, and Tenant hereby rents from Landlord, the following space in the Wiregrass Innovation Center (WIC) located at 122 Museum Avenue Dothan, Alabama 36303:

Workspace located in open office #330 and small meeting room #331 as shown in Exhibit A (Floor Plan).

2. This agreement begins on \_\_\_\_\_ [TBD] \_\_\_\_\_ and terminates on \_\_\_\_\_ [TBD] \_\_\_\_\_. In the event that Tenant remains as a Tenant past this termination date, then Tenant shall become a month-to-month tenant bound by the same terms herein until the parties execute a new Lease.

3. Tenant shall pay Landlord a total monthly rent of \$1,554.00 for the two spaces, payable monthly in advance.

4. Either Tenant or Landlord may terminate this Agreement by giving the other party with written notice at least ninety (90) days. No rent shall be prorated at the expenses of tenant. No refunds will be made for Tenants moving out before the end of the month.

5. Landlord shall at its own expense provide the utilities, and office fixtures and internet for the rented premises. Telephone is available as an add-on.

6. Tenant further agrees that:

a. It will return possession of the rented premises in the same or comparable condition as at the time of the execution of the document, reasonable wear and tear expected. Tenant shall commit no damage or waste to the rented premises.

b. It shall not assign or sub-let or allow any other person to occupy the rented premises without Landlord’s prior written consent.

c. It shall not make any material or structural alterations to the rented premises without Landlord’s prior written consent.

d. It shall comply with all building, zoning, and health codes and other applicable laws for said rented premises.

e. It shall not conduct a business deemed hazardous or a nuisance, or requiring an increase in fire insurance premiums. Tenant warrants the rented premises shall be used only for office space.

f. In the event of any breach of this Agreement including, but not limited to the non-payment of rent or other agreed charge, Landlord shall have full rights to terminate this Agreement in accordance with state law and re-enter and claim possession of the rented premises, in addition to such other remedies available to Landlord arising from said breach.

g. Any property of the tenant left on the premises for more than 30 days after the lease has expired or the tenant is absent shall become property of the landlord and may be disposed of at the landlord’s discretion.

h. Copier will be provided for each floor. Tenant shall be allowed a reasonable number of copies, determination of which is at the discretion of landlord.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

8. Tenant will abide by all rules and regulations and terms and conditions as set out in Exhibits B (Building Rules and Regulations), Exhibit C (Parking Rules and Regulations) and Exhibit D (Lab Rules and Regulations) attached to this agreement.

9. In the event that Tenant fails to pay within ten (10) days of the date due and payable any monthly rental installment of Rent, Tenant shall pay to Landlord, to the fullest extent permitted by applicable law, a late charge of up to ten percent (10%) of the amount due and unpaid in order to compensate Landlord for the costs and expenses of administering, handling and processing late payments.

10. In the event Tenant fails to pay within thirty (30) days after the same is due and payable any monthly rental installment of Rent, or any other sum or charge required to be paid by Tenant to Landlord as additional rent, such unpaid amount shall bear interest from the due date thereof to the date of payment at the annual percentage rate of interest (the "Delinquency Interest Rate") equal to 1.5% Monthly rent.

11. Tenant shall, at its sole cost and expense, procure or obtain any and all necessary permits, licenses, or other authorizations required for lawful and proper use, occupation and management of the Premises, including, but not limited to, City of Dothan business licenses. Tenant shall provide copies thereof to Landlord upon request.

IN WITNESS WHEREOF, the parties have signed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TENANT:**

**CITY OF DOTHAN**

\_\_\_\_\_  
Kelvin Seldon

By: \_\_\_\_\_  
Mark Saliba

Individually and as President of  
Advantage Consulting and  
Solutions, LLC

Its: MAYOR, CITY OF DOTHAN

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF DOTHAN LEASE AGREEMENT**

**EXHIBIT A - Premises Floor Plan**

[Forthcoming]

**CITY OF DOTHAN LEASE AGREEMENT**  
**EXHIBIT B – Building Rules and Regulations**

1. Sidewalks and public portions of the Building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors, or halls, shall not be obstructed or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant. No bottles, parcels, or other articles nor shall be placed on the window sills.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls [nor on any part of the inside of the Premises or Building that are visible from the outside of the Premises or Building, as the case may be.] Signs on entrance door or doors shall conform to Building standard signs. Signs on doors shall, at Tenant's expense, be inscribed, painted, or affixed by sign markers approved and provided by Landlord. Landlord may, if Tenant violates this provision, remove same without any liability, and any expense incurred in such removal shall be payable by Tenant.

4. Water closets and other plumbing fixtures shall not be used for any purpose other than for which they were constructed. No sweepings, rubbish, rags, feminine hygiene products, or other substances shall be disposed of in the plumbing fixtures. All damage resulting from any misuse of the fixtures by Tenant shall be borne by Tenant.

5. Tenant shall not mark, paint, drill into, or in any way deface the Premises or Building. No boring, cutting, or stringing of wires. Laying of floor coverings shall not be permitted, except with the prior written consent of the Landlord.

6. No bicycles, vehicles, or animals (except seeing eye dogs) shall be brought into or kept in the building.

7. Microwave will be provided for reheating food or light snacks. No other cooking shall be permitted, including, but not limited to, use of hot plates, bunson burners, or other similar equipment whether designed for cooking or not. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate into the Building. No refrigerators or other similar items shall be allowed without written permission of the Landlord.

8. Tenant shall not make, or permit to be made, any disturbing noises or disturb or interfere with other occupants of the Building.

9. Neither Tenant, nor any of Tenant's agents, employees, contractors, licensees, or invitees, shall at any time put up or operate fans, electrical space heaters, microwave ovens, or mini refrigerators. Further Tenant shall not bring or keep upon the Premises flammable, combustible or explosive fluid, or chemical substance, except in connection with the permitted use of the Premises. All such fluids, chemicals, and substances shall be transported, stored, used and disposed of in compliance with all applicable laws and regulations.

10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant shall, upon termination of its tenancy, restore to Landlord all keys, access cards/badges of offices, labs, storage or other rooms and water closets. Tenant shall pay to Landlord the cost of any replacement keys.

11. All moves in or out of the Premises, including but not limited to, the carrying in or out of any safes, freight, furniture, or bulky matter of any description, must take place during the hours which Landlord determines for such activity from time to time.

12. Reserving conference room space shall be on a first come first serve basis. This will be done through Hudson Alpha. Tenant will ensure that movers take necessary measures required by Landlord to protect the Building (e.g., windows, carpets, walls, doors and elevator cabs) from damage. Tenants will observe all weight restrictions while using elevators. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates these Rules or the Lease.

13. Tenant shall not place any furniture, accessories, or other materials on any outdoor areas located within or adjacent to the Premises other than furniture supplied by Landlord specifically for such purpose without having obtained Landlord's express written approval thereof in each instance.

14. Landlord shall have the right to prohibit advertising by Tenant which in Landlord's opinion tends to impair the reputation of the Building or its desirability as a building for offices. Upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

15. Landlord reserves the right to exclude from the Building all persons who do not present a pass to the Building signed by Tenant. Tenant shall be responsible for all persons to whom it issues such a pass and shall be liable to Landlord for all acts of such persons.

16. The Premises shall not be used for lodging or sleeping.

17. Landlord shall respond to Tenant service requests within a reasonable time after submission thereof. All such requests should be made to the building's reception desk.

18. Canvassing, soliciting, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent the same.

19. If allowed by Landlord All paneling or other wood products not considered furniture shall be of fire retardant materials. Before installation of such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord, in a manner satisfactory to Landlord.

20. Landlord will provide cleaning services for common area. Tenant shall maintain their own area at a level to the satisfaction of Landlord. If Tenant desires to hire a cleaning company, tenant shall not employ any persons other than the janitors retained by Landlord (who will be provided with pass-keys into the common areas, bathrooms) for the purpose of cleaning the Premises. Landlord shall not be responsible to Tenant for any loss of property from the Premises or for any damage done to furniture or other effects of Tenant by the janitor or any of its employees.

21. No painting shall be done, nor shall any alterations be made, to any part of the Building. There shall not be any nailing, boring or screwing into the woodwork or walls, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. No sunscreen or other films shall be applied to the interior surface of any window glass.

22. Landlord will post on the Building directories one name only for Tenant at no charge. All additional names must be first consented to by Landlord, and if so approved, a charge to Tenant will be made for each additional listing as prescribed by Landlord to be paid to Landlord by Tenant.

23. Landlord reserves all vending rights, and in no event shall any vending machines be visible from the exterior of the Premises. Request for such service shall be made to Landlord.

24. Parking facilities for the Building, if any, shall be used by vehicles that may occupy a standard parking area only. The use of such parking facilities shall be limited to normal business parking and shall not be used for overnight parking.

25. Each Tenant expressly understands and agrees that Landlord expressly reserves the right to grant or deny access (to the Building or any portion thereof, including without limitation, Tenant's leased portion of the Premises) to any telecommunications, cable, wireless, internet or other service provider whatsoever. No Tenant shall have the right to demand or require Landlord to grant such access to any such telecommunications service provider.

26. The Wiregrass Innovation Center is a Smoke-free campus. Smoking, vaping, or other use of tobacco, nicotine, or other products or delivery methods therefor shall not be Permitted anywhere in the Building or on the premises.

27. Tenant shall be allowed to use the copiers provided for a reasonable amount of copies. Landlord reserves the right to require Tenant to pay for any copies that Landlord in its sole discretion deems to be beyond a reasonable amount.

28. Landlord reserves the right to install a security access system and/or security camera(s) around the Building, and Tenant agrees to comply with all reasonable rules and regulations of Landlord regarding such systems and shall not interfere with the operation of the same.

29. Landlord reserves the right to modify or delete any of the foregoing Rules and to make such other and reasonable rules and regulations as, in its sole discretion and judgment, may from time to time be needed. Landlord shall not be responsible to any tenant for the non-observance or violation of any of these Rules by other tenants.

30. Weight limits are 80 PSF for all corridor floor space and 100 PSF for all office and laboratory floor space.

31. No person other than law enforcement personnel shall bring upon, carry, store, discharge or otherwise use any handgun, firearm, explosive device, or any other weapon of any kind or nature, on or about the premises; provided, however, that an employee of a tenant may store firearms in that employee's car in the parking lot, but only if (i) that employee does so in strict compliance with Alabama Code §13A-11-90(b) and (ii) Alabama Code §13A-11-90(b) remains in effect.

32. Tenants may reserve the communal conference rooms on a first come, first served basis.

**CITY OF DOTHAN LEASE  
AGREEMENT**

**EXHIBIT C - Parking Rules and Regulations**

The following rules, regulations and rights (these "Rules," collectively) apply to the use of all Parking Areas:

1. Tenant and its employees, agents, contractors, and invitees may park their motor vehicles in those portions of the Parking Areas designated by Landlord from time to time as unreserved tenant parking areas (the "Unreserved Parking Areas").

2. Parking in the Unreserved Parking Areas, the Visitor Parking Areas, and the Handicapped Parking Areas shall be on a non-exclusive, "as-available" basis.

3. No representation or warranty is made by Landlord as to the number or location of parking spaces comprising the Parking Areas, or any portion thereof.

4. Motor vehicles shall only be parked in striped parking spaces located within the Parking Areas, and no motor vehicles shall be parked in any other location within the Property and/or the Campus.

5. Not more than one motor vehicle may be parked on each parking space, and no motor vehicle may be parked on more than one parking space.

6. Parking Areas shall not be used for any purpose other than the parking of permitted motor vehicles thereon. No commercial activity shall be conducted from the Parking Areas. The foregoing rule shall not restrict the Landlord's right to use the Parking Areas for any purpose and for special events sponsored or hosted by Landlord from time to time.

7. No RV's, boats, or trailers shall be parked in the Parking Areas. No repairs (other than emergency repairs) or washing of motor vehicles shall be permitted in the Parking Areas.

8. Tenant, its employees, agents, guests, visitors, and invitees assume full responsibility and Landlord shall have no liability for (a) all loss, damage, injury, or death caused to the person or property of third parties by reason of their use of the Parking Areas; and (b) protecting their motor vehicles against theft, vandalism, and damage and for protecting their person against injury and assault by reason of their use of the Parking Areas.

9. Tenant shall indemnify Landlord against all loss, damage, cost, and expense (including attorney's fees) sustained by Landlord by reason of the use of the Parking Areas by Tenant, its employees, agents, guests, visitors, and invitees, or by violation of the Rules by any of said persons, other than damage caused by the negligence of Landlord or its Agent.

10. Tenant expressly agrees that Landlord shall have the right to tow motor vehicles of Tenant and its employees, agents, guests, and visitors which are parked in violation of these Rules, and all costs associated therewith shall be borne by Tenant.

11. A violation of these Rules shall entitle Landlord to revoke the parking privileges of the offending party, in addition to other rights and remedies available to Landlord.

12. Landlord reserves the right from time to time without notice to Tenant to (a) change the location or configuration of the Parking Areas or any portion thereof; (b) change the number of parking spaces located within the Parking Areas or any portion thereof; (c) install systems to control and monitor parking in the Parking Areas or any portions thereof, including without limitation, a parking gate and identification card system; (d) utilize parking guards or attendants to supervise and control parking within the Parking Areas and to enforce these Rules; (e) have full access to the Parking Areas (including the right to close or alter the means of access to the Parking Areas, or

portions thereof) to make repairs and alterations thereto, to prevent a taking by adverse possession or prescription, or to comply with applicable legal and governmental requirements; (f) modify these Rules by posting notices thereof in the Common Areas or by other means deemed appropriate by Landlord; (g) tow motor vehicles parked in violation of these Rules; and (h) enforce these Rules by appropriate legal action.

## CITY OF DOTHAN LEASE AGREEMENT

### EXHIBIT D – Laboratory Rules and Regulations

1. Laboratory facilities shall be used only for their intended purpose(s) as defined in your lease agreement.
2. Hazardous materials (including all reactive agents, compressed gases, combustible and flammable gases, etc.) shall be labeled, stored, handled, and used in accordance with all applicable governmental regulations.
3. An inventory of hazardous materials shall be created at least annually, maintained, and made available upon request.
4. Procedures involving the liberation of volatile, flammable, or toxic materials shall be performed in a fume hood.
5. Biological procedures shall be performed in a biological safety cabinet.
6. Food, drinks, and related utensils are not allowed in the laboratory.
7. Appropriate personal clothing and personal protective equipment must be worn in the laboratory.
8. Hazardous Material. Spills must be cleaned up immediately. Spills of greater than 4 liters must be reported to General Services with the CITY OF DOTHAN as soon as possible. This shall be in addition to and not in lieu of any notification laws, rulings or regulations applicable.
9. Unobstructed access to all exits, fire extinguishers, electrical panels, emergency showers, and eyewash stations must be maintained at all times.
10. If you experience an ADEM/EPA recordable incident, a copy of the completed incident investigation report must be provided to the CITY OF DOTHAN as soon as possible.
11. Extension cords cannot be used in lieu of permanent wiring. If an extension cord is used, it cannot pass under doors or across aisles, be hung from the ceiling, be plugged into other extension cords, or be used for more than 30 calendar days.
12. Guards on machinery or equipment must be in place during all operation(s).
13. Where required, laboratories must have signs posted at the entrances identifying the hazards that are present.
14. All hazardous waste and bio-hazardous waste must be handled, stored, and disposed of properly and in accordance with applicable regulations.
15. No one under the age of 18 shall be allowed in the laboratory without required approvals and supervision. Tenants are responsible for defining their approval process.
16. Broken glass is to be put in containers marked “Broken Glass Only” after proper decontamination as necessary.
17. Compressed gas cylinders must be secured in a manner to prevent tipping over.

18. Do not use or store tobacco products or apply cosmetics in the laboratory.
19. Keep containers containing hazardous materials closed when not in use.
20. Keep laboratory clean and orderly floors must be kept free from trash and debris.
21. Wash hands before leaving the laboratory, even if gloves have been worn.
22. Consult the CITY OF DOTHAN (as directed in your lease for any additional information).
23. Do not introduce any amount of chemicals that are defined as “not recommended” by Landlord into laboratory drains.

**RESOLUTION NO. \_\_\_\_\_**

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

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

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

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

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

**PASSED, ADOPTED AND APPROVED ON \_\_\_\_\_.**

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

Personal Property Disposal Request  
Exhibit "A"

Department Disposing of Asset	Department Transferred From	Asset No.	ID No.	Veh No.	Description	Serial Number	Date Acquired	Original Purchase Cost	Acquisition Method	Labor costs at \$60/hr	Parts & Commercial Repairs	Grand Total Labor & Repair Costs	Method of Disposal	Approved By
GENERAL SERVICES	POLICE	006559	13870	6130	2011 FORD CROWN VICTORIA	2FABP7BV0BX122499	8/24/2011	\$ 23,317.00	GENERAL FUND	\$ 27,293.40	\$ 22,958.32	\$ 50,251.72	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006557	13868	6131	2011 FORD CROWN VICTORIA	2FABP7BV9BX122498	8/24/2011	\$ 23,317.00	GENERAL FUND	\$ 15,739.80	\$ 19,373.80	\$ 35,113.60	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006820	14318	6404	2014 DODGE CHARGER	2C3CDXATXEH164060	11/5/2013	\$ 24,667.00	GENERAL FUND	\$ 33,655.20	\$ 26,978.45	\$ 60,633.65	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006831	14329	6421	2014 DODGE CHARGER	2C3CDXAT2EH155613	12/27/2013	\$ 25,326.00	GENERAL FUND	\$ 41,750.40	\$ 37,468.98	\$ 79,219.38	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006824	14330	6422	2014 DODGE CHARGER	2C3CDXAT1EH198985	12/27/2013	\$ 25,326.00	GENERAL FUND	\$ 30,705.00	\$ 29,068.38	\$ 59,773.38	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006827	14333	6425	2014 DODGE CHARGER	2C3CDXAT7EH198988	12/27/2013	\$ 25,326.00	GENERAL FUND	\$ 39,607.80	\$ 26,902.17	\$ 66,509.97	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006837	14353	6427	2014 DODGE CHARGER	2C3CDXAT2EH223778	2/26/2014	\$ 25,074.00	GENERAL FUND	\$ 32,995.20	\$ 23,126.60	\$ 56,121.80	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006835	14351	6429	2014 DODGE CHARGER	2C3CDXAT0EH223780	2/26/2014	\$ 25,074.00	GENERAL FUND	\$ 17,465.40	\$ 16,753.81	\$ 34,219.21	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006836	14352	6431	2014 DODGE CHARGER	2C3CDXAT4EH223782	2/26/2014	\$ 25,074.00	GENERAL FUND	\$ 22,920.00	\$ 21,495.07	\$ 44,415.07	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006861	14391	6435A	2014 DODGE CHARGER	2C3CDXAT4EH260895	4/14/2014	\$ 25,074.00	GENERAL FUND	\$ 24,892.80	\$ 18,013.14	\$ 60,512.31	Online Auction	Andy Love
GENERAL SERVICES	POLICE	006995	15036	6517A	2015 DODGE CHARGER	2C3CDXAT1FH791294	3/9/2015	\$ 24,703.00	GENERAL FUND	\$ 29,409.00	\$ 31,103.31	\$ 60,512.31	Online Auction	Andy Love
GENERAL SERVICES	POLICE	007002	15043	6525A	2015 DODGE CHARGER	2C3CDXAT0FH791299	3/17/2015	\$ 24,675.00	GENERAL FUND	\$ 9,688.20	\$ 8,449.04	\$ 18,137.24	Online Auction	Andy Love
GENERAL SERVICES	POLICE	007137	15442	6529A	2015 DODGE CHARGER	2C3CDXAT1FH916438	9/11/2015	\$ 24,703.00	GENERAL FUND	\$ 26,540.40	\$ 28,897.69	\$ 55,438.09	Online Auction	Andy Love
GENERAL SERVICES	POLICE	007135	15445	6531A	2015 DODGE CHARGER	2C3CDXATXFH916440	9/11/2015	\$ 24,703.00	GENERAL FUND	\$ 27,653.40	\$ 20,419.60	\$ 48,073.00	Online Auction	Andy Love
GENERAL SERVICES	POLICE	007133	15450	6536A	2015 DODGE CHARGER	2C3CDXAT4FH928972	9/11/2015	\$ 24,743.00	GENERAL FUND	\$ 19,590.00	\$ 17,646.34	\$ 37,236.34	Online Auction	Andy Love
								\$ 371,102.00		\$ 399,906.00	\$ 348,654.70	\$ 766,167.07		

Obsolete/Surplus Inventory not on Fixed Assets

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

  
CITY MANAGER'S SIGNATURE

1/26/26  
DATE APPROVED

Note: All vehicles are located at the Transportation Complex.

**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 which have been received and publicly opened and approve purchases over \$30,000.00 by the City, which are attached to and made a part of this Resolution.

**PASSED, ADOPTED AND APPROVED ON \_\_\_\_\_.**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**



**CITY OF DOTHAN, ALABAMA**  
**2/3/2026**

**BIDS TO BE AWARDED**

DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Police  Patrol	26-014	89	<b>Police Patrol Weapons</b>  <i>Initial purchase approximately Glock 47 Quantity (210), \$926.66 EA, Glock 45 Quantity (15), \$926.66 EA, Glock 43X Quantity (35) \$754.69 EA Lowest Responsible Bidder</i>	Sportsman Headquarters DBA Walter Craig Montgomery, AL	\$ 234,912.65  (more/less)
DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	26-015	42	<b>Pressure Treated SYP Utility Poles</b> <i>50 foot Class 3, Quantity (60), \$443.15 EA Lowest Bidder</i>	Sonepar/Irby Dothan, AL	\$ 26,589.00 (more/less)
DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities  Water	26-016	75	<b>Mechanical Restrained Seated Gate Valves (Various Sizes)</b>  <i>Lowest Bidder</i>	Empire Pipe & Supply  Dothan, AL	\$ 49,071.00  (more/less)

**FY 2026 OTHER PURCHASES \$30,000 OR MORE**

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration  Legal	<b>Legal Services -ADEM</b>  <i>Professional Services Services rendered through December 31, 2025</i>	Bradley, Arant  Boult, Cummings  Birmingham, AL	\$ 22,572.48
DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology  Capital	<b>Network Infrastructure-Wiregrass Innovation Center</b> <i>Sourcewell Contract # 121923-SHI, Contract maturity 2/27/28</i>	SHI International  Somerset, NJ	\$ 130,000.00
DEPARTMENT	ITEM <sup>2</sup>	VENDOR	AMOUNT
Leisure Services  Capital	<b>Replacement of Lights at Westgate Park Soccer Fields-Lights Only</b>  <i>Sourcewell Contract #041123-MSL Contract Maturity 6/16/27</i>	Musco Sports Lighting  Dallas, TX	\$ 590,000.00
DEPARTMENT	ITEM <sup>3</sup>	VENDOR	AMOUNT
Police  Police Academy	<b>Police Academy-Marketplace Food Facilitator (Lunch Only)</b> <i>Sole Source Attendees (27), \$1,000 EA Class 009 1/12/26-4/16/26 Agreement approved 06/06/23, Resolution #2023-185</i>	Giber Foods  Dothan, AL	\$ 27,000.00

**Notes:**

<sup>1</sup> ITB: Number of Invitations to Bid sent to registered bidders.

<sup>2</sup> This request amount is for lights only, Dothan Utilities will be providing the labor and other materials needed to complete the replacement.

<sup>3</sup> The attendees each pay \$1,400 for breakfast and lunch as part of the fees for class.

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**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**

**BOARD OF CITY COMMISSIONERS**

**EXHIBIT "A"**

<b><u>NAME</u></b>	<b><u>CONFERENCE</u></b>	<b><u>AMOUNT</u></b>
William Benny Tom Davis Lacy Watkins	2026 Alabama FBI NAA Summer Conference Orange Beach, AL	\$ 4,965.00
Peter Webb	2026 AAFC Mid-Winter Conference Birmingham, AL	\$ 1,060.00
Billy Powell Andrew Love Clay Dempsey	Reno Arena Tours Reno, NV	\$ 5,200.00
Lindsay McDonald Hank Mosley Laura Vierkandt	2026 Alabama / Mississippi Water Joint Annual Conference Mobile, AL	\$ 3,115.00
Todd David Jesse Hess	Law Enforcement United Tour Cumberland, MD to Washington, DC	\$ 920.00
Tommy Wright	2026 ITS Southeast Summit Charlotte, NC	\$ 1,642.93
John Penn	2026 AAFC Mid-Winter Conference Birmingham, AL	\$ 1,058.55
Grant Hendrix	2026 AAFC Mid-Winter Conference Birmingham, AL	\$ 1,058.55
Joseph Fiuza	Law Enforcement United Tour Atlantic City, NJ to Washington, DC	\$ 710.00
Frankie Bey David Yetter	SSGT (Strategic Self-Defense and Gunfighting Tactics) Level 1 and Level 2 Instructor Course Montgomery, AL	\$ 1,670.00
Will Glover Lynn Watkins	2026 Axon Technology Conference Nashville, TN	\$ 1,930.00
Shawn Curtis Tina McCord Clayton Paramore	Special Olympic Nationals Unified Bowling Tournament Reno, NV	\$19,945.00