

**AGENDA**  
**CITY COMMISSION MEETING**  
**DOTHAN, ALABAMA**  
**10:00 A.M., FEBRUARY 17, 2026**

1. **Invocation: Pastor Joshua Horton – Timbers Drive Church**
2. **Pledge of Allegiance: Commissioner Pierce**
3. **Roll Call: Saliba\_\_Daniels\_\_Kirksey\_\_Bedwell\_\_Stock\_\_Pierce\_\_Crutchfield\_\_**
4. **Approval of Previous Minutes:**
  - Minutes of February 3, 2026 Meeting
5. **Communications from Mayor and City Commissioners:**
  - Proclamation – “America 250” – Jessica Gautney, Regent, Emassee-Robert Grierson Chapter of the Daughters of the American Revolution
  - Proclamation – “Arbor Day” – Dan Williams, City of Dothan Landscaping Manager
  - Proclamation – “Government Communicators Day” – City of Dothan Community Relations Officer Vincent P. Vincent, Community Relations Specialist Brittney Wilkerson, Deputy Fire Chief Chris Etheredge, Police Lieutenant Scott Owens, and Leisure Services Communication Marketing Coordinator Theresa Reynolds
  - Service Award – Commissioner David L. Crutchfield, 10 years

Documents:

[america 250 proclamation.pdf](#)  
[arbor day proclamation.pdf](#)  
[government communicators day proclamation.pdf](#)

6. **Communications from City Manager:**
  - Retirement Certificate – Penny Faison, Performing Arts Department
  - Visit Dothan Update – Hannah Shiver, Executive Director
7. **Public Hearing regarding the assessment of weed abatement costs against various properties.**

(Reference Item 8.)

Documents:

[public hearing weed abatement cost assessment.pdf](#)

8. **Res. No. \_\_\_\_\_ Confirming the costs incurred in weed abatement of properties determined to be nuisances and turning the amounts over to the county tax collector to be added to the next regular bills for taxes levied against the properties.**

Documents:

[weed abatement cost assessment.pdf](#)

9. **Res. No. \_\_\_\_\_ Superseding Resolution No. 2007-419 and adopting an updated Competitive Process for the allocation of CDBG (Community Development Block Grant) resources to community development activities.**

Documents:

[adopting updated competitive process for cdbg allocations.pdf](#)

10. **Res. No. \_\_\_\_\_ Agreeing to apply for selection and to participate in the Main Street Alabama Program in partnership with Dothan Main Street.**

Documents:

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

11. **Res. No. \_\_\_\_\_ Entering into a workspace rental agreement with Grow Southeast Foundation for lease of certain space in the Wiregrass Innovation Center.**

Documents:

[grow southeast foundation rental agreement.pdf](#)

12. **Res. No. \_\_\_\_\_ Entering into a workspace rental agreement with Gener8tor for lease of certain space in the Wiregrass Innovation Center.**

Documents:

[gener8tor rental agreement.pdf](#)

13. **Res. No. \_\_\_\_\_ Designating Mark Saliba as the City of Dothan's official voting delegate for the 2026 Alabama League of Municipalities Annual Business Meeting in Montgomery.**

Documents:

[2026 alm annual business meeting voting delegate designation.pdf](#)

14. **Res. No. \_\_\_\_\_ Accepting a statement of work from CivicPlus for the AudioEye and DocAccess website modules, for the purpose of meeting the Americans with Disabilities Act Title II compliance deadline, with implementation in the amount of \$9,568.39 (as prorated for Year 1) and annual recurring services (subject to uplift) in the amount of \$20,001.28.**

Documents:

[civicplus audioeye and docaccess statement of work.pdf](#)

15. **Res. No. \_\_\_\_\_ Appropriating \$135,000.00 to the Dothan Area Chamber of**

**Commerce for economic development purposes.**

Documents:

[dothan area chamber of commerce appropriation.pdf](#)

16. **Res. No. \_\_\_\_\_ Accepting a proposal from Auburn University's Division of Outreach for assistance in the 2026 strategic planning process.**

Documents:

[auburn university proposal 2026 strategic planning process.pdf](#)

17. **Res. No. \_\_\_\_\_ Entering into an agreement with Poly, Inc. for an amount not to exceed \$110,000.00 for the Water Street Storage Tank No. 8 (Pettus Tank) rehabilitation engineering services, and appropriating funds for said agreement.**

Documents:

[poly inc agreement for water street storage tank no 8.pdf](#)

18. **Res. No. \_\_\_\_\_ Entering into an MOU with the University of Montevallo, on behalf of the Alabama Traffic Safety Center, for the purpose of allowing the use of the Wiregrass Public Safety Center Driving Range for motorcycle safety training.**

Documents:

[university of montevallo mou.pdf](#)

19. **Res. No. \_\_\_\_\_ Approving payment of invoices for the month of January, 2026 in the amount of \$24,124,160.92.**

Documents:

[payment of invoices.pdf](#)

20. **Res. No. \_\_\_\_\_ Approving other purchases over \$30,000.00 by the City.**

Documents:

[other purchases.pdf](#)

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

Documents:

[travel requests.pdf](#)

22. **Adjournment.**

# PROCLAMATION

**WHEREAS,** on July 4, 2026, our nation will commemorate the Semiquincentennial anniversary of the signing of the Declaration of Independence; and

**WHEREAS,** the journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

**WHEREAS,** the great state of Alabama played a role in the American Revolution with the Battle of Fort Charlotte (also known as the Siege of Mobile) in 1780 that saw Spanish forces successfully seize the fort from the British; and

**WHEREAS,** the National Society Daughters of the American Revolution is a non-political women's service organization, established in 1890, whose members are lineally descended from Patriots of the American Revolution; and

**WHEREAS,** through the President General's leadership, over the next three years, all Daughters will "Illuminate Our Legacy" through commemorating the 250<sup>th</sup> anniversary of the United States of America with intention and purpose by reflecting on the values of liberty, democracy, and the sacrifices made by those who came before us; and

**WHEREAS,** from the 250<sup>th</sup> anniversary of the Boston Tea Party in 2023 until the 250<sup>th</sup> anniversary of the signing of the Treaty of Paris in 2033, Daughters are celebrating our nation's rich history and diversity of experience by honoring all men and women who achieved American independence, as these Patriots, believing in the noble cause of liberty fought valiantly to establish a new nation.

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

## "AMERICA 250"

in the City of Dothan and ask all residents to join in this celebration.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 17<sup>th</sup> of February, 2026.

**SEAL**

**Attest:**

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



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

# PROCLAMATION

**WHEREAS,** the economic, environmental, and aesthetic welfare of the people of Alabama is largely dependent on the trees and forestlands of the state; and

**WHEREAS,** trees provide oxygen, help purify the air, play an important role in the water cycle, help neutralize waste water, stabilize the soil, and provide jobs, wildlife habitat, and recreational opportunities; and

**WHEREAS,** trees are an economic asset to the City, attracting tourism, increasing property values and enhancing shopping patterns; and

**WHEREAS,** the care and management of trees, through the planning, planting, maintenance, timely removal and replacement, benefits our City, and well-maintained city streets benefit present and future generations.

**NOW, THEREFORE, I, Mark Saliba, Mayor of the City of Dothan, and in such capacity, do hereby proclaim February 26, 2026, as**

## “ARBOR DAY”

in the City of Dothan and encourage each citizen to participate in tree planting activities.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Dothan to be affixed the 17<sup>th</sup> day of February, 2026.

*SEAL*



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

**Attest:**

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

# PROCLAMATION

**WHEREAS,** the role of government communications professions is to inform, educate, and engage their communities; and

**WHEREAS,** robust communication in government creates trust and inspires residents to take action and be involved; and

**WHEREAS,** government communications create relationships and calls to action, build awareness and understanding through storytelling, engage and foster engagement on civic issues and use all channels to include people in critical decisions; and

**WHEREAS,** it is essential to have strong communications in government because it is a foundational element of living in a democracy where citizens have the freedom to make their voice heard; and

**WHEREAS,** the City of Dothan is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm, and sacrifice.

**NOW, THEREFORE, I, Mark Saliba,** Mayor of the City of Dothan, and in such capacity, do hereby proclaim February 21, 2026, as

## ***“GOVERNMENT COMMUNICATORS DAY”***

in the City of Dothan and encourage all residents to thank the members of the Community Relations Office who have dedicated their careers to ensure Dothan has effective, impactful, and successful communication strategies that resonate and are relevant.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Dothan to be affixed the 17<sup>h</sup> day of February, 2026.

*SEAL*

**Attest:**

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



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

**ITEM 7**



Jan 25, 2024 10:23:50  
126 North Saint Andrew  
H

# WEED ABATEMENT COST ASSESSMENT

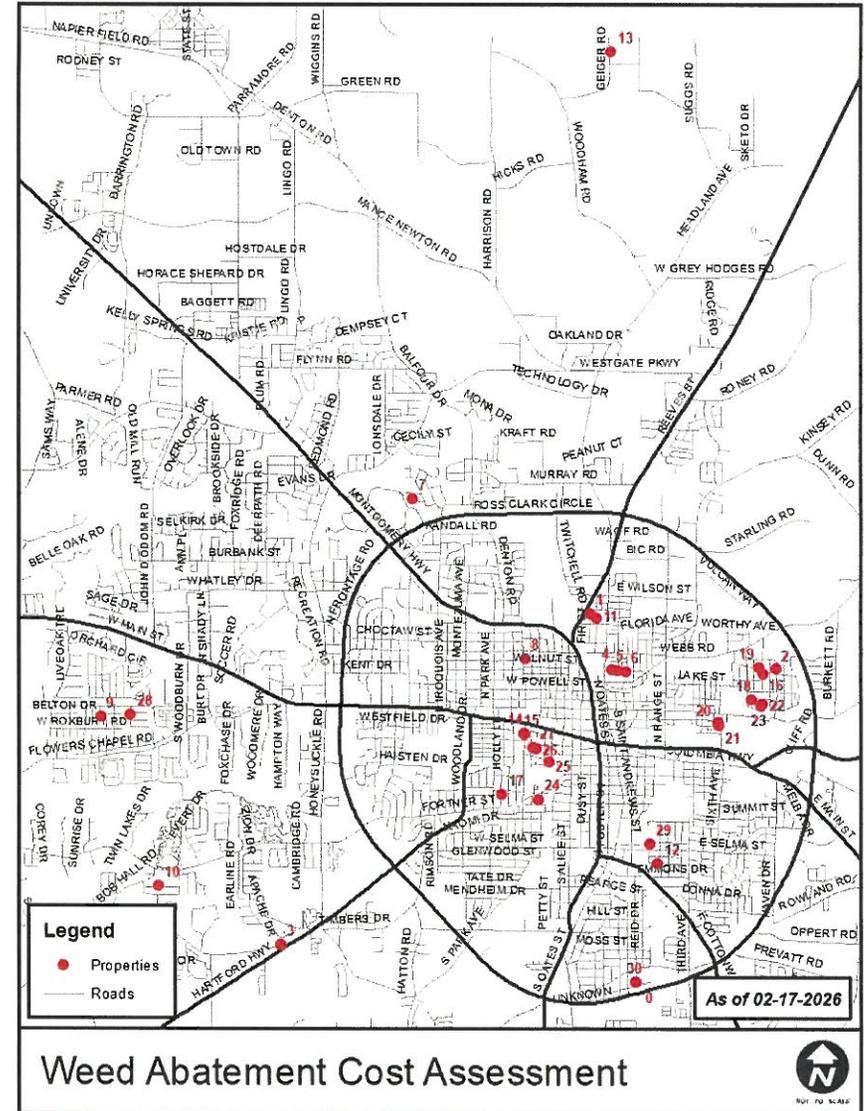
February 17, 2026



# ITEM 7 PROPERTIES ASSESSED FOR WEED ABATEMENT

Map ID	Property Address	Total
0	741 Massee Dr	\$ 154.00
1	1168 Fir St	\$ 154.00
2	0 Sunset Dr Lot north of 1004 Sunset Dr	\$ 154.00
3	3178 Hartford Hwy	\$ 154.00
4	0 Pine St	\$ 154.00
5	200 Pine St	\$ 154.00
6	310 Pine St	\$ 154.00
7	2106 Granada Dr	\$ 154.00
8	910 Tacoma St	\$ 154.00
9	111 Arcadia Dr	\$ 154.00
10	3022 Nottingham Way	\$ 154.00
11	1140 Fountain St	\$ 154.00
12	518 Barnard St <i>Payment received 2/10/26</i>	\$ 154.00
13	904 Geiger Rd	\$ 557.00
14	207 S. Edgewood Dr	\$ 154.00
15	209 S. Edgewood Dr	\$ 154.00
16	908 Dellwood Ave	\$ 154.00
17	705 Ashland Dr	\$ 154.00
18	2004 Glanton St	\$ 154.00
19	2207 Stringer St	\$ 154.00
20	1308 E Adams St	\$ 154.00
21	0 Plant St	\$ 154.00
22	2323 Basin Ave	\$ 154.00
23	2310 Basin Ave	\$ 154.00
24	806 Dixon St	\$ 154.00
25	601 Westmead St	\$ 154.00
26	712 Arlington Ave	\$ 154.00
27	716 Arlington Ave	\$ 154.00
28	100 Burlington Ct (shrubs)	\$ 350.00
29	502 Dutch St	\$ 154.00
30	739 Massee Dr	\$ 154.00

\$5,373.00



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

**WHEREAS**, Pursuant to Act No. 2021-138 of the Alabama Legislature, Chapter 106-Vegetation, Article II. Weed Control of the City of Dothan Code of Ordinances was created to protect the public health, safety, and welfare of the general public; and

**WHEREAS**, under authority of Chapter 106, Article II of the City of Dothan Code of Ordinances, the enforcing official determined a nuisance existed on the properties identified in the itemized report attached hereto as Exhibit A; and

**WHEREAS**, following notice and failure of the nuisances to be brought into compliance within the time specified in the notice, the properties were abated; and

**WHEREAS**, the City of Dothan incurred certain costs in the abatement of such nuisances; and

**WHEREAS**, notice of the intent of the City Commission to adopt a resolution fixing and assessing the amount of all associated costs incurred in abatement of the nuisances has been given by first class mail to the last known address of the owner of each property; and

**WHEREAS**, the properties identified in the itemized report are hereby assessed the amount indicated for all costs associated with the abatement.

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

**Section 1.** That the attached itemized report of the properties and costs incurred in abatement of the nuisances is hereby confirmed.

**Section 2.** That the itemized report shall be turned over to the county tax collector and the amount due shall be added to the next regular bill for taxes levied against the respective lot and/or parcel of land.

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

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

**ATTEST:**

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

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

\_\_\_\_\_  
**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**

EXHIBIT A  
CITY OF DOTHAN, ALABAMA  
WEED ABATEMENT COST ASSESSMENT  
MEETING DATE: 2/17/2026

Parcel Number	Property Address	Property Owner	Abatement Cost	Administrative Fee	Total
38-09-07-36-1-011-020-001	739 Massee Dr	Ciecierski Remodeling & Construction LLC	\$104.00	\$50.00	\$ 154.00
38-09-07-36-1-011-020-002	741 Massee Dr	Ciecierski Remodeling & Construction LLC	\$104.00	\$50.00	\$ 154.00
38-09-04-20-0-002-021-000	100 Burlington Ct (shrubs)	William C III & Donna H Petty	\$300.00	\$50.00	\$ 350.00
38-09-07-25-1-001-008-000	502 Dutch St	Liddon Property Management LLC	\$104.00	\$50.00	\$ 154.00
38-09-06-13-2-006-018-000	1168 Fir St	Venito & Teressie Goodman	\$104.00	\$50.00	\$ 154.00
38-10-04-18-4-001-008-000	0 Sunset Dr Lot north of 1004 Sunset Dr	Corener Clark	\$104.00	\$50.00	\$ 154.00
38-09-08-33-1-000-002-003	3178 Hartford Hwy	COFLO Properties LP	\$104.00	\$50.00	\$ 154.00
38-09-06-13-4-005-034-000	0 Pine St	Frank Daniel G & Mary C T/S C/O Al Dept of Revenue	\$104.00	\$50.00	\$ 154.00
38-09-06-13-4-006-014-000	200 Pine St	Lorenta V Jackson T/S C/O AL Dept of Revenue	\$104.00	\$50.00	\$ 154.00
38-09-06-13-4-006-007-000	310 Pine St	Wallace Thomas (Life Estate) T/S C/O AL Dept of Rev	\$104.00	\$50.00	\$ 154.00
38-09-02-10-1-003-002-016	2106 Granada Dr	Marvin D & Freda Sue Comer	\$104.00	\$50.00	\$ 154.00
38-09-06-14-4-002-024-000	910 Tacoma St	Massey-Peguero	\$104.00	\$50.00	\$ 154.00
38-09-04-20-0-026-005-000	111 Arcadia Dr	Kelly Wilson	\$104.00	\$50.00	\$ 154.00
38-09-09-29-0-005-009-000	3022 Nottingham Way	Sheila Kay Knight T/S C/O AL Dept of Revenue	\$104.00	\$50.00	\$ 154.00
38-09-06-13-2-005-013-000	1140 Fountain St	Cindy Yamileth Flores & Rosa Ameli Perez	\$104.00	\$50.00	\$ 154.00
38-04-06-24-0-000-003-000	904 Geiger Rd	Christopher Michael Reeves	\$507.00	\$50.00	\$ 557.00
38-09-06-23-1-006-013-000	207 S. Edgewood Dr	Tiffany Baker	\$104.00	\$50.00	\$ 154.00
38-09-06-23-1-006-013-001	209 S. Edgewood Dr	Rachael Taylor	\$104.00	\$50.00	\$ 154.00
38-10-04-18-4-014-004-000	908 Dellwood Ave	Myra Everheart Freeman	\$104.00	\$50.00	\$ 154.00
38-09-06-23-4-005-016-000	705 Ashland Dr	Gilbert Holdings LLC	\$104.00	\$50.00	\$ 154.00
38-10-04-18-4-010-001-001	2004 Glanton St	Stephen Powell T/S C/O AL Dept of Revenue	\$104.00	\$50.00	\$ 154.00
38-10-04-18-4-002-019-000	2207 Stringer St	Nathaniel Martin T/ S C/O AL Dept of Revenue	\$104.00	\$50.00	\$ 154.00
38-10-04-19-2-001-016-000	1308 E Adams St	Callie McSwain	\$104.00	\$50.00	\$ 154.00
38-10-04-19-2-001-015-000	0 Plant St	Callie McSwain	\$104.00	\$50.00	\$ 154.00
38-10-04-18-4-009-013-000	2323 Basin Ave	Stephanie M Sanders & Janell McDowell	\$104.00	\$50.00	\$ 154.00
38-10-04-18-4-010-010-000	2310 Basin Ave	Linda H Griffin	\$104.00	\$50.00	\$ 154.00
38-09-06-23-4-001-019-000	806 Dixon St	Inez M Herring T/S C/O AL Dept of Revenue	\$104.00	\$50.00	\$ 154.00
38-09-06-23-1-012-021-001	601 Westmead St	Kenneth K Wild T/S C/O Lee & Susan Whitman JTROS	\$104.00	\$50.00	\$ 154.00
38-09-06-23-1-011-024-000	712 Arlington Ave	Thomas AAAC Inc	\$104.00	\$50.00	\$ 154.00
38-09-06-23-1-011-022-000	716 Arlington Ave	Bobby Joe Jr Messer	\$104.00	\$50.00	\$ 154.00

Grand Total      \$5,219.00

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

**WHEREAS**, the City of Dothan receives Community Development Block Grant (CDBG) funds for the purpose of developing strong urban communities and expanding economic opportunities for low- and moderate- income households; and

**WHEREAS**, by Resolution No. 2007-419, the City Commission adopted a Competitive Process (Process) for the allocation of the City's CDBG resources for Community Development activities including multiple attachments; and

**WHEREAS**, since it was adopted, several changes to the Process have occurred whereby the attachments are no longer valid or relevant; and

**WHEREAS**, Resolution No. 2021-332 amended the process to reduce membership to reflect representation from each commission district rather than at-large and renamed the Community Development Advisory Board to the Community Development Advisory Committee (CDAC); and

**WHEREAS**, the City Commission wishes to update the Process adopted as part of Resolution No. 2007-419 including the deletion of the competitive process applications, CDAC bylaws, ranking criteria, the low/mod income map, the Department of Housing and Urban Development (HUD) Income Guidelines, and application for membership to the Community Development Advisory Committee (formerly called the Community Development Advisory Board) and incorporate changes approved by Resolution No. 2021-332.

**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 supersedes Resolution No. 2007-419 and adopts an updated Competitive Process for the allocation of the City's CDBG resources to community development activities as follows:

1. Eligible applicants may include City of Dothan departments, public agencies, and nonprofit organizations.
2. Each year, the Department of Planning and Development (Department) shall publish a Competitive Funding Process Schedule for the upcoming program year.
3. All applicants shall submit their request for assistance to the Department according to procedures developed by the Department.
4. All applications shall be submitted by the deadline published each year by the Department.
5. All applicants shall present their request to the Community Development Advisory Committee (CDAC) at a time and place arranged by the Department.
6. The CDAC shall review each application, deliberate and recommend funding levels to the City Commission. City of Dothan projects shall be fully funded.
7. The City Commission shall consider the CDAC recommendations, and approve or modify the recommended funding amount for each project submitted.
8. Following project approval, the Annual Action Plan (AAP) shall be prepared and made available 30 days for public comment or as otherwise required by the Department of Housing and Urban Development (HUD).
9. Following the 30 day comment period, the City Commission shall hold a public hearing and direct the AAP be submitted to HUD by the Statutory deadline.

**Res. No.** \_\_\_\_\_, superseding Res. No. 2007-419 and adopting an updated Competitive Process for the allocation of CDBG resources to community development activities, continued.

**Section 2.** The Department shall have the authority to modify this process as appropriate.

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

**ATTEST:**

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

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

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

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**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**

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

**A RESOLUTION AUTHORIZING PARTICIPATION  
IN THE MAIN STREET ALABAMA PROGRAM**

**WHEREAS**, the Main Street Alabama Program has been established to assist cities in developing a public/private effort to revitalize their downtown or neighborhood commercial districts; and

**WHEREAS**, the City of Dothan agrees to participate in the Main Street Alabama Program.

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

**Section 1.** That the City of Dothan through Dothan Main Street applies for selection to participate in the Main Street Alabama Program with the specific goal of revitalizing the downtown or neighborhood commercial districts within the context of the preservation and rehabilitation of its historic buildings.

**Section 2.** That the City of Dothan will support the goals of this local program if so selected.

**Section 3.** That Dothan Main Street guarantees that a Main Street Director with a travel and operating budget will be employed.

**Section 4.** That Dothan Main Street be designated to submit the application.

**PASSED, ADOPTED AND APPROVED** on this \_\_\_\_ day of \_\_\_\_\_, 2026.

**ATTEST:**

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

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

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

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**Associate Commissioner District 2**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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

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**, Grow Southeast Foundation requests to rent certain space and has agreed to lease terms and conditions as detailed in the workspace rental agreement.

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

**Section 1.** That the City of Dothan enters into a workspace rental agreement with Grow Southeast Foundation 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 agreement, which said agreement is 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 agreement and any associated documents for the City of Dothan.

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

**Attest:**

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

\_\_\_\_\_  
Mayor

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

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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**

## WORKSPACE RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made between CITY OF DOTHAN ("Landlord") and Grow Southeast Foundation, an individual ("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 office 102, first            floor as shown in Exhibit A (Floor Plan).

2. This agreement begins on 4/01/2026 and terminates on 3/31/2027.  
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 \$348.00, payable monthly in advance.

4. Either Tenant or Landlord may terminate this Agreement by giving the other party with written notice at least thirty (30) 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

By:  \_\_\_\_\_

By: \_\_\_\_\_

Its: Grow Southeast Foundation Executive Director

Its: MAYOR, CITY OF DOTHAN

Date: 2/09/2026

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

**CITY OF DOTHAN LEASE AGREEMENT**

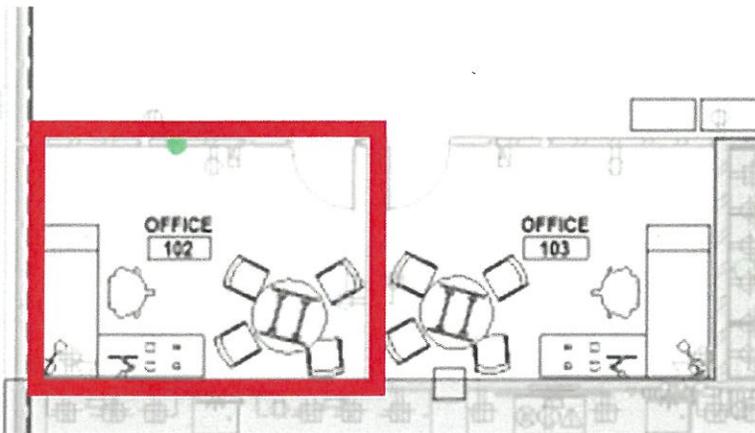
**EXHIBIT A - Premises Floor Plan**

# Grow Southeast Alabama Lease Space Map

## WIREGRASS INNOVATION CENTER | Level 1



Office 102



**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 on 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 desires to lease available space in the Wiregrass Innovation Center located at 122 Museum Avenue to tenants; and

**WHEREAS**, Gener8tor requests to rent certain space and has agreed to lease terms and conditions as detailed in the workspace rental agreement.

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

**Section 1.** That the City of Dothan enters into a workspace rental agreement with Gener8tor 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 agreement, which said agreement is 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 agreement 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 Gener8tor, an individual (“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 307, Private Office 308, and Open Office Suite 309, Third Floor, as shown in Exhibit A (Floor Plan).

2. This agreement begins on March 1, 2026 and terminates on February 28, 2027. 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 \$ 1,367.98, payable monthly in advance.

4. Either Tenant or Landlord may terminate this Agreement by giving the other party with written notice at least thirty (30) 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**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: PARTNER, GENER8TOR  
VANESSA HUERTA

Its: MAYOR, CITY OF DOTHAN  
MARK SALIBA

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

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

**CITY OF DOTHAN LEASE AGREEMENT**

**EXHIBIT A - Premises Floor Plan**

## WIREGRASS INNOVATION CENTER | Level 3



- Office 307
- Office 308
- Open Office 309



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

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**CITY OF DOTHAN LEASE  
AGREEMENT**

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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 Annual Convention of the Alabama League of Municipalities (ALM) will be held April 28-May 1, 2026, in Montgomery, Alabama; and

**WHEREAS**, the membership's Annual Business Meeting will be held on April 30, 2026, in which each member municipality shall have one vote on any issue voted on during the meeting and that vote may only be cast by the delegate authorized by the governing body of the member municipality; and

**WHEREAS**, the ALM Constitution requires voting delegates to be elected municipal officials; and

**WHEREAS**, Mark Saliba, Mayor, will be in attendance and is recommended to be designated as the official voting delegate for the City of Dothan, Alabama.

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

**Section 1.** That Mark Saliba is designated as the City of Dothan's official voting delegate for the ALM Annual Business Meeting on April 30, 2026, in Montgomery, Alabama.

**Section 2.** That this resolution shall become effective immediately upon its adoption and approval.

**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**

Gregory D. Cochran, CAE  
Executive Director



Mayor Sherry Sullivan, Fairhope  
League President

*The voice of Alabama's  
municipalities since 1935*

**COPY**

DATE: February 3, 2026  
TO: Municipal Clerks  
FROM: Gregory D. Cochran, Executive Director  
SUBJECT: Voting Delegate, Annual Business Session  
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on April 28-May 1, 2026, in Montgomery. The membership's Annual Business Meeting will be held at 4:00 p.m. on April 30, 2026, at the Renaissance Montgomery Hotel and Spa.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

*"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."*

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. A copy was also sent to each mayor as required by the League's Constitution. **Only one completed form** should be returned by each League member municipality.

**Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 13, 2026, so that your municipality may be eligible to cast its vote at the Convention.**

We look forward to you joining us in Montgomery,

Greg Cochran  
Executive Director



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

**WHEREAS**, the City of Dothan must comply with the U.S. Department of Justice's ruling for Americans with Disabilities Act (ADA), Title II for Web Content and Mobile App Accessibility by April 24, 2026, and

**WHEREAS**, the City of Dothan has a current agreement with CivicPlus for its website application approved by Resolution 2024-282 on October 1, 2024, and

**WHEREAS**, Civic Plus has provided a statement of work for additional modules, AudioEye and DocAccess to enable website accessibility meeting the ADA, Title II requirements.

**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 accepts the statement of work from Civic Plus for the AudioEye and DocAccess modules with implementation in the amount of \$9,568.39 (as prorated for Year 1) and annual recurring services (subject to uplift) in the amount of \$20,001.28.

**Section 2.** That Mark Saliba, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to sign said statement of work and any associated documents for and in the name of the City of Dothan, which shall be attested to by the City Clerk.

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

**ATTEST:**

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

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

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

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

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

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

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



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-116836-1  
2/11/2026 6:28 AM  
4/12/2026

**Client:**  
City of Dothan, AL

**Bill To:**  
DOTHAN CITY, ALABAMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Cameron Dewaele		cameron.dewaele@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	PDF Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed Implementation	AudioEye Managed Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: <a href="https://www.dothan.org/">https://www.dothan.org/</a>
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.

List Price - Initial Term Total	USD 16,465.12
Total Investment - Prorated Year 1	USD 9,568.39
Annual Recurring Services (Subject to Uplift)	USD 20,001.28

Total Days of Quote:232

Initial Term	2/11/2026 - 9/30/2026, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current Municipal Websites billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Municipal Websites Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties on June 16, 2021, and the DocAccess and AudioEye Managed Terms and Conditions attached hereto as "Exhibit A" (collectively, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-116836-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

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

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

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

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

Organization Legal Name:

\_\_\_\_\_  
Billing Contact:

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

\_\_\_\_\_  
Billing Phone Number:

\_\_\_\_\_  
Billing Email:

\_\_\_\_\_  
Billing Address:

\_\_\_\_\_  
Mailing Address: (If different from above)

\_\_\_\_\_  
PO Number: (Info needed on Invoice (PO or Job#) if required)

# DocAccess Terms

## Exhibit A

Published on Jan 20, 2026

🕒 3 minute(s) read • 🎧 Listen

### › Article summary

Customer understands and agrees the use of the DocAccess accessibility services (the "Services") is subject to the following terms:

1. **Shared Responsibility Model.** Customer acknowledges and agrees that accessibility obligations are shared:
  - a. **CivicPlus:** Provides automated accessibility enhancements by converting PDFs to an HTML transcript designed to align with WCAG 2.1 Level AA standards.
  - b. **Customer:** Remains responsible for overall accessibility compliance of the digital environment in which DocAccess is implemented, including but not limited to the context, labeling, links to original content, and content external to DocAccess transcripts.
2. The Service facilitates accessibility but does not guarantee compliance under all laws, in all contexts, or for all content types.
3. The Service is built to generate accessibility-enhanced transcripts that aim to conform in all material respects to WCAG 2.1 Level AA. Customer understands that:
  - a. Automated accessibility conversion may yield imperfect results due to complexities inherent in original content (such as complex tables, interactive graphics).
  - b. Accessibility performance may vary across assistive technologies and devices.
4. In the event of defect in the Services, Customer agrees to promptly report reproducible accessibility defects to CivicPlus and provide reasonable cooperation to assist with remediation.
5. Customer shall use the Service and accessibility features solely to enhance access to PDFs in native or linked contexts where disabled users require accessible alternatives.
6. **No Warranty of External Compliance.** The Service does not remediate other elements of Customer's digital properties (such as website navigation, non-PDF content accessibility, multimedia outside the DocAccess viewer). Customer remains responsible for satisfying Accessibility Laws outside of DocAccess transcript content.
7. **External Integrations and Third-Party Tools.** Customer acknowledges that integrations with third-party plug-ins, translation engines, assistive technologies, or other external services are governed by their respective terms. CivicPlus disclaims responsibility for accessibility performance attributable to third-party tools.
8. **End User Experience.** Customer acknowledges that End Users may access accessible transcripts through the Service viewer, and that transcripts may include navigation, search, translation, and assisted technologies. The quality of these experiences may depend on the End User's device, assistive technologies, and network conditions.
9. **Live Assistance Services.** Where included, live assistance (such as interpreter access or visual support) is provided solely as a supplement to automated accessibility and does not constitute legal compliance.
10. Customer shall not alter, suppress, or remove accessibility annotations, metadata, or structural markup created by the Service.
11. **Service-Dependent Accessibility.** Customer acknowledges and agrees that the accessibility enhancements provided by the Service (including, without limitation, the conversion of PDF documents into accessible HTML transcripts) are generated and maintained dynamically and are not permanent modifications to the underlying documents.
12. **Effect of Service Termination or Expiration.** Upon expiration or termination of Customer's right to use the Service for any reason:
  - a. Accessible HTML transcripts and related accessibility features will no longer be automatically available;
  - b. Documents will revert to their original, non-enhanced format as hosted or published by Customer; and
  - c. CivicPlus will have no obligation to maintain, host, or provide access to accessibility-enhanced versions of Customer documents.
13. **Customer Responsibility for Continued Accessibility.** Customer is solely responsible for ensuring ongoing compliance with applicable accessibility laws and standards following termination of the Service, including by implementing alternative accessibility solutions or permanently remediating source documents where required.
14. **No Reliance on Post-Termination Availability.** Customer shall not rely on the continued availability of accessibility enhancements after the Service ends and agrees that the Service is intended as an ongoing accessibility solution, not a one-time or permanent remediation of content.
15. Customer understands that ongoing accessibility post termination of the Services requires the Customer to download the HTML.

 [www.civicplus.help /docs/audioeye-managed-for-municipal-websites-hosted-by-civicplus](https://www.civicplus.help/docs/audioeye-managed-for-municipal-websites-hosted-by-civicplus)

## AudioEye - Managed for Municipal Websites Hosted by CivicPlus

7-9 minutes

**Disclaimer:** If you are using AudioEye on a website not hosted by CivicPlus, please contact your Customer Service Representative to obtain a copy of your relevant AudioEye terms.

AudioEye Services are performed by AudioEye, Inc. ("AudioEye"), for whom CivicPlus is an authorized reseller.

In no event will AudioEye, CivicPlus, any of their affiliates, or any of their respective directors, officers, shareholders, employees, and agents (collectively, the "AudioEye Parties"), be liable for any damages (whether direct or otherwise) or subject to any indemnification, hold harmless or defense obligations arising out of, relating to or resulting from any third party claim alleging that any website, tool or application subject to any AudioEye offering is not compliant with any laws, regulations, guidelines or standards relating to accessibility, including without limitation the Americans with Disabilities Act, the Unruh Civil Rights Act, the Rehabilitation Act or any web content accessibility guidelines ("Accessibility Claim") and Customer covenants not to bring or assert any claim against AudioEye or the AudioEye Parties relating to such Accessibility Claim.

If AudioEye or Customer or any parent or affiliate receives any communication, or as a defendant is served with a complaint, alleging an Accessibility Claim, Customer will promptly provide CivicPlus and AudioEye with a copy of such communication or complaint. In connection with any Accessibility Claim, none of the CivicPlus or Customer or any parent or affiliate or employee of any such entity or person will refer to AudioEye or the services performed by AudioEye without AudioEye having an opportunity to review and comment upon such reference.

Without limitation and unless otherwise provided in a separate agreement, the Service does not provide accessibility or compliance, or otherwise remediate, the following: (1) any documents, spreadsheets, pdfs, or other non-website content or files accessible via the Authorized Domain, (2) any videos or other multimedia files accessible via the Authorized Domain (including embedded videos or multimedia files from third-party platforms), (3) any non-website applications, (4) any domains linked from the Authorized Domain that is not an Authorized Domain (including Google Maps or Instagram), (5) any third-party content or widget including plug-ins, iframes or applications, (6) any plug-ins,

iframes or applications that use the flash format, or (7) a java application that operates in a separate window.

## Services Ordered

On behalf of CivicPlus, AudioEye will provide the Services listed below to the Customer. AudioEye retains the right to change the Services subject to the terms of the Agreement.

Feature	Description
<b>Find</b>	
Active Monitoring	<ul style="list-style-type: none"> <li>• Anonymously records potential accessibility issues based on prescribed WCAG elements anytime an end-user visits a page within the Authorized Domain</li> <li>• Results based on pages actually used (Example: more monitoring on a home page and less on a blog from 3 years ago)</li> </ul>
Manual Testing	<ul style="list-style-type: none"> <li>• Functional usability testing conducted by assistive technology (AT) testers on templates on which the Authorized Domain is based</li> </ul>
* Monthly Template Reviews	<ul style="list-style-type: none"> <li>• Code review of templates by accessibility engineers</li> </ul>
<b>Fix</b>	
Auto Remediations	<ul style="list-style-type: none"> <li>• Fixes that are applied to every page within an Authorized Domain</li> <li>• Automatically remediates common issues</li> </ul>
Manual Remediations	Remediations applied to templates on which the authorized domains are based according to test results from Manual Testing
* Template Specific	
<b>Report</b>	

- Reporting insights
  - Resources & Documentation
  - Training Materials
- Dashboard
- Real-time testing results
- OnSite Scanner

### Toolbar

Visual Toolkit Allows end users to fix visual issues on the Authorized Domain

Help Desk Gives end-users the ability to report an accessibility issue to AudioEye and the site owner; available 24/7

### Documentation

Sustainable Testing and Remediation ("STAR") Plan

- Default documentation for responding to a demand letter or complaint
- Outlines how AudioEye enables site owners with a plan to sustain compliance

Certification Statement

- Delivered through the toolbar
- Shows end-users that AudioEye is certifying compliance with WCAG standards

Accessibility Statement

- Statement that a site owner can integrate within their site
- Demonstrates that a site is committed to providing an accessible experience

### Training

Online Training Library	Pre-made documentation and videos that show site owners how to fix certain issues, and why they matter
-------------------------	--

**Premium Support**

- |                |   |
|----------------|---|
| Online/ZenDesk | <ul style="list-style-type: none"> <li>• Direct connection with an expert and dedicated Partner Account Manager</li> <li>• Priority support to resolve issues or questions when they arise</li> </ul> |
|----------------|---|

**Legal Support Services**

- |                |   |
|----------------|---|
| Advanced Legal | <ul style="list-style-type: none"> <li>• If a demand letter/lawsuit is received the AudioEye team will activate and respond line by line to the letter and provide support throughout the process</li> <li>• AudioEye will also fully remediate new validated issues on the site so site owners can show consistent progress and intent to be fully accessible</li> </ul> |
|----------------|---|

## Compliance Plan Statement

While no offering guarantees compliance, AudioEye’s solution provides services according to an accessibility compliance plan for your website. Specifically, AudioEye defines “compliance” by referencing well-established industry standards and long-standing models that define the required processes and procedures that comprise a successful website accessibility strategy. Those compliance elements, which are listed below, are typically outlined within mutually agreed upon accessibility resolution agreements executed between disability advocates and organizations seeking to fulfill their obligations to ensure an optimal and equitable experience for individuals with disabilities. These standards are as follows:

<b>Compliance Element</b>	<b>AudioEye Solution</b>
Effectuate and Maintain Comprehensive Plan	a Sustainable Testing and Remediation (STAR) Plan Framework

Work with Accessibility Specialists International Association of Accessibility Professionals (IAAP) Certified Experts (SMEs) design your STAR Plan.

- Online Training Library
- AudioEye Toolbar
- On-site Scanner

Provide a Public "Grievance Process" 24/7 Fully Managed Help Desk in Toolbar

- Publish and Maintain Digital Accessibility Policy Statement
- Compliance Statement
  - Accessibility Statement Template

Periodic SME Manual Auditing Periodic technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers on templates and/or domains\*\*

- AI/Auto Remediations
- Manual Remediations\*\*
- Fix at Source Reporting/Guidance\*\*

Conformance with Prevailing Digital Accessibility Standards (Current as of STAR Plan achieves & sustains substantial Effective Date: Web Content conformance to eliminate existing, and mitigate Accessibility Guidelines "WCAG" 2.1 future, digital access barriers Level AA)

\* Certain accessibility issues may need to be resolved by the Customer at the source level.

\*\* Tier-specific services; May require the purchase of additional add-on services.

Web Content Accessibility Guidelines. A part of a series of web accessibility guidelines published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium

(W3C), the main international standards organization for the Internet.

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

**WHEREAS**, a request for funding has been made by the Dothan Area Chamber of Commerce for economic development purposes.

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

**Section 1.** That a cash appropriation in the amount of \$135,000 be made in FY 2026 to the Dothan Area Chamber of Commerce to provide funding for economic development. That the sum of \$135,000 be appropriated to the General Fund/Dothan Area Chamber of Commerce/Other Services & Charges/Subsidies to Agencies, Account No. 001-3132-531.30-44, FY 2026. This appropriation is to be funded from the General Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$135,000.

**Section 2.** That this appropriation is made at the pleasure of the City Commission who reserves the right to terminate or modify such appropriation.

**Section 3.** That the Mayor and the Finance Director-Treasurer of the City of Dothan, Alabama, are authorized and directed to pay this appropriation as invoiced with such to be charged against the appropriate account in FY 2026.

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

**ATTEST:**

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

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

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

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

\_\_\_\_\_  
**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, in collaboration with professional facilitators, engages in annual strategic planning sessions for the purpose of identifying and prioritizing initiatives, developing tangible goals, and providing direction for implementation; and

**WHEREAS**, Auburn University’s Division of University Outreach has submitted a proposal to assist with the City of Dothan’s 2026 strategic planning process.

**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 accepts the proposal from Auburn University’s Division of Outreach for assistance in the 2026 strategic planning process, which said proposal is attached and made part of this resolution.

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

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

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

**ATTEST:**

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

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

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

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

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

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



# AUBURN UNIVERSITY

Outreach

*Government & Economic Development Institute*

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## **A Proposal for Randy Morris - Dothan City Manager**

### **City of Dothan Strategic Plan**

#### **Scope of Work**

Strategic planning is an essential tool for local governments to leverage as it helps to carefully align resources, policies, and initiatives with the needs and priorities of city leaders and the citizens they serve. With the strategic plan serving as a guide, the City Commission, the City Manager, and other city leaders will have direction with outlined priorities, actionable steps, and tangible goals with which to hold itself accountable.

The Auburn University Government & Economic Development Institute (GEDI) proposes partnering with the City of Dothan, Dothan's City Manager, and the Dothan City Commission to design and implement a strategic planning process that will meet the goals and mutually agreed upon deliverables the City of Dothan seeks to create from this effort. GEDI proposes multiple engagement meetings with key city leaders and individual meetings with the City Manager to gain the insight necessary to develop and refine a customized strategic plan for the City of Dothan's leadership.

#### **Proposed Plan of Work**

GEDI proposes working with the City Manager of Dothan to organize, plan, and facilitate a strategic planning process culminating in the development of a strategic plan featuring overarching goals, goal specific objectives, and implementation support documentation if desired.

#### **Strategic Planning Project Proposed Timeline**

- Initial meeting(s) with key personnel (City Manager and City Commissioners)
- Meeting feedback compiled and initial strategic plan themes outlined
  - o Feedback review meeting with City Manager
- Strategic planning conversations
  - o City Manager, City Commissioners, and Department Heads
- Strategic plan draft developed and presented to City Manager
- Revisions/edits made as prescribed by City Manager
- Strategic plan final draft delivered to City Manager

**Project Cost** - \$4,000.00

#### **GEDI Project Staff**

Jeremy Arthur, MPA | AU GEDI Director – Project Leader

Matthew J. Ulmer, PhD | AU GEDI Assistant Director – Co-Project Leader

City of Dothan

Signed: \_\_\_\_\_

Name: **Mark Saliba, Mayor**

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

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

**WHEREAS**, Poly, Inc. thoroughly inspected and evaluated the Water Street Storage Tank No. 8 (Pettus Tank) in 2023 and presented a complete report determining that recoating and rehabilitation were necessary, and

**WHEREAS**, Poly, Inc. has provided engineering services for Dothan Utilities for many years and is well experienced in handling the required functions of developing the repair and recoat specifications, bidding and awarding the tank repair and recoat contract, and providing the construction administration and inspection services.

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

**Section 1.** That based upon the recommendation of the Dothan Utilities Director, the City of Dothan enter into an agreement with Poly, Inc. for an amount not to exceed \$110,000.00 for the Water Street Storage Tank No. 8 (Pettus Tank) rehabilitation engineering services, which said agreement follows:

**AGREEMENT BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **City of Dothan, Alabama** (Owner) and **Poly, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Rehabilitation of Tank No. 8, Water Street 3.0 MMG Ground Storage Tank** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **professional engineering services associated with the design, bidding, construction administration, and construction observation for the Rehabilitation of Tank No. 8, Water Street 3.0 MMG Ground Storage Tank.**

Owner and Engineer further agree as follows:

### **ARTICLE 1—SERVICES OF ENGINEER**

#### **1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibits.
- B. Engineer represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; a corporation qualified to do business in the State of Alabama; and the services described herein will be performed under the supervision of an engineer licensed in the State of Alabama.

### **ARTICLE 2—OWNER'S RESPONSIBILITIES**

#### **2.01 Project Information**

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with readily available information and data needed by Engineer in the performance of Basic and Additional Services.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data, not included in the Engineer's services, as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services.

#### **2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents**

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

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1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
  2. insurance and bonding requirements;
  3. diversity and other social responsibility requirements;
  4. bidding and contract requirements of funding, financing, or regulatory entities;
  5. other specific conditions applicable to the procurement of construction or contract documents;
  6. Owner's purchasing policies and sales tax exemption procedures; and
  7. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the review of final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project, other than that required to be furnished or arranged by Engineer or Contractor by the Construction Contract Documents.
- B. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
  2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- C. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.A and B.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

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- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- D. Owner shall provide necessary direction and make decisions, including review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- E. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- F. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement and Engineer shall also give prompt written notice to Owner of the same.
- G. Owner shall:
  - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
  - 3. Authorize Engineer to provide Additional Services as set forth in Article 1 of Exhibit A of the Agreement, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4.

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B. Engineer's compensation is summarized as follows:

Description of Service		Amount	Basis of Compensation
1.	Exhibit A: Basic Services (1.01 and 1.02) – Engineering Design	\$63,000.00	LS
2.	Exhibit A: Basic Services (1.03) – Bidding/Proposal	\$3,000.00	LS
3.	Exhibit A: Basic Services (1.04) – Construction Administration	\$14,000.00	Hourly
4.	Exhibit D: Resident Project Representative Services	\$30,000.00	Hourly

Based on a 10-month construction period.

1. Lump sum amounts incorporate Engineer's labor, overhead, profit, Engineer's Subcontractor and Subconsultant's charges, and Engineer's expenses.
2. Hourly amounts based upon standard hourly rate and expenses set forth in Appendix No. 1 not already compensated for in Basic Services (1.01, 1.02, and 1.03).

### ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

#### 3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date of the Agreement.

#### 3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably and as agreed upon by the Owner.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably and as agreed upon by the Owner.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

### ARTICLE 4—INVOICES AND PAYMENTS FOR SERVICES

#### 4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting of services completed, and approved additional services (if any) and the terms of Appendix 1. Engineer shall submit its

invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer of the specific basis for doing so; may require Engineer to revise and resubmit invoice; or may withhold only that portion so disputed and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
  - 1. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. The Owner may, from time to time, request changes in the scope of services of the Engineer to be provided hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, that are mutually agreed upon by the Owner and the Engineer, shall be incorporated in written amendments to this Agreement.

### ARTICLE 5—OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### ARTICLE 6—GENERAL CONSIDERATIONS

#### 6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly

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attributable to deficiencies in Owner-furnished information. Engineer shall be responsible for Owner compensation for resulting penalties and loss of use due to deficiencies in Engineer's services.

- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Engineer shall notify Owner of Subcontractors and Subconsultants retained for Owner approval prior to furnishing the services.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations,
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner the quantity and type as specified by the Owner.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means,

methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

#### 6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
  - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
  - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
    - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
    - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
    - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer;
    - d. such limited license to Owner shall not create any rights in third parties; and
    - e. Engineer shall grant Owner an unlimited license to use record (as-built) drawings in such capacity, format, and type as determined by the Owner.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

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- C. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media, digital format, or other Owner required format, either directly, or through access to a secure Project website, in a manner acceptable to both parties.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as follows:

Coverage	Policy limits of not less than:
<b>Workers' Compensation</b>	
State	Statutory
<b>Employer's Liability</b>	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
<b>Commercial General Liability</b>	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
<b>Automobile Liability</b>	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
<b>Excess or Umbrella Liability</b>	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
<b>Professional Liability</b>	
Each Claim	\$2,000,000
Annual Aggregate	\$5,000,000

- B. The Engineer shall provide certificates of insurance indicating the aforesaid coverage upon request of the Owner. The Owner shall be listed as additional insured.

6.05 Termination for Cause

- A. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
- B. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.08 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the State of Alabama.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.
- B. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

**ARTICLE 7—DEFINITIONS**

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
  - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

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which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. **Construction Contract**—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. **Construction Contract Documents**—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. **Construction Contract Times**—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

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14. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.

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23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

Rehabilitation of Tank No. 8, Water Street 3.0 MMG Ground Storage Tank  
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34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

**B. Terminology**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

**ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS**

**8.01 Exhibits to Agreement**

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C – **(NOT USED)**.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F – **(NOT USED)**.
- G. Exhibit G – **(NOT USED)**.
- H. Exhibit H – **(NOT USED)**.
- I. Exhibit I – **(NOT USED)**.
- J. Exhibit J – **(NOT USED)**.
- K. Appendix 1, Standard Hourly Rates Schedule.
- L. Appendix 2, Certificate of Insurance (sample).

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8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

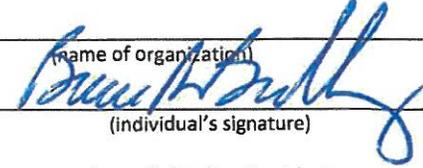
This Agreement's Effective Date is \_\_\_\_\_.

Owner:  
City of Dothan, Alabama

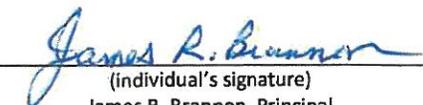
By: \_\_\_\_\_  
(Mark Saliba, Mayor)

Attest: \_\_\_\_\_  
(Wendy Shiver, City Clerk)

Engineer:  
Poly, Inc.

By: \_\_\_\_\_  
(name of organization)  
  
(Individual's signature)

Bruce A. Bradley, President

Attest: \_\_\_\_\_  
  
(Individual's signature)  
James R. Brannon, Principal

## **EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

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**EXHIBIT A—ENGINEER’S SERVICES**

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    1.03 Bidding/Proposal Phase ..... 3

    1.04 Construction Administration Phase ..... 5

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

1. Project Description - Poly, Inc. (Engineer) has been requested by the City of Dothan, Alabama (Owner) to provide professional engineering services in connection with the design, bidding, construction administration, and construction observation services for the **Rehabilitation of Tank No. 8, Water Street 3.0 MMG Ground Storage Tank.**

Engineer shall provide Basic Services as set forth below:

**ARTICLE 1—BASIC SERVICES**

**1.01 Management of Engineering Services**

- A. The phases of Engineer’s services will include management of Engineer’s project-specific responsibilities, at no additional cost to the Owner.

**1.02 Engineering Design Phase**

**A. Engineer shall:**

1. Consult with Owner to define and clarify Owner’s requirements for the Project, assess initially available Project information and data, recommend the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Project and identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project, prepare and submit to Owner a Preliminary Design Phase Report consisting of: final design criteria, preliminary drawings, a preliminary list of expected specifications, opinion of probable Construction Cost, and written descriptions of the Project.
2. Obtain Owner’s instructions regarding Owner’s procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner’s construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during

construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

3. Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (updated) and other Preliminary Design Phase deliverables. Such documents shall include funding source required specifications and any relevant constraints such as requirements for use of domestic steel and iron and other domestic manufacturing, as part of the preparation of the Drawings and Specifications,
4. The engineering design phase will include timely development of 90% and Final design deliverables and other tasks as summarized below:
  - Preparation of Project Manual including bid documents, contract documents, technical specifications, drawings of ground storage tank, and pictures of tank.
  - Provide details of repairs to tank components,
  - Prepare an opinion of Probable Construction Cost for the project.
  - Facilitate a review meeting with the Owner to review project scope.
  - Respond to and incorporate Owner's comments and prepare Final Project Manual for bidding.

Engineer will provide the above-noted services based on the following assumptions:

1. Engineer will have access to the site and adjoining areas, as required.
2. Design will not be phased, and one set of construction documents will be produced.

The following excluded services can be provided as an additional service, as approved in writing by the Owner, with an agreed upon adjustment in fees:

1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from changes recommended by the Owner.
2. Preparation of multiple, separate construction contract packages.

B. Engineer shall provide the following deliverables as part of this phase:

- 100% Detailed Design Package (two full sized sets and PDF version).
- 100% Detailed design review meeting summaries, responses to Owner's comments, and revisions to Final Design Documents.
- Bid-Ready Project Manual Package (two full-sized sets and PDF version).

### 1.03 Bidding/Proposal Phase

A. Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; maintain a record of prospective

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Exhibit A—Engineer's Services.

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contractors to which documents have been issued; attend pre-bid conferences, prepare addenda, prepare pre-qualification procedures for Bidders and evaluate received packages from Bidders with recommendations to Owner; and receive and process contractor deposits or charges, if any, for the issued documents.

2. Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.

Consult with Owner as to the qualifications of prospective contractors, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors.

3. The bidding/proposal phase will include providing bid documents for advertisement, responses to bidders inquiries, preparation of addenda, review of bids, and other tasks as summarized below:

- Prepare advertisement for bids.
- Distribute contract documents to bidders.
- Facilitate pre-bid meeting with Owner and prospective bidders.
- Assist Owner with responses to bidder questions and the preparation of addenda as required during the bid phase.
- Participate in Bid Opening and prepare Bid Tabulation.
- Assist Owner with review of Contractor's Bid Packages for responsiveness and qualification, contact references of apparent low bidder, and provide recommendation for award.
- Following award of construction contract, prepare six (6) sets of conformed documents for execution by the Owner and Contractor. An electronic (PDF) set of conformed documents will also be prepared.

Engineer shall provide the above-noted services based on the following assumptions:

1. Anticipated is one bid package and one bid opening. Rebids are not included in this scope.
2. Substitutes or alternates that require redesign or extensive evaluation are not included in this scope.
3. The bid phase is assumed to be from submittal of Final Design through to contract award and construction notice to proceed.

- B. Engineer shall provide the following deliverables as part of this phase:

- Responses to bidder questions, addenda, and bid review summary.
- Recommendation of award letter to Owner.
- Conformed Contract Documents – Six (6) full size hard-copy sets of Project Manual, and one electronic copy of Project Manual in PDF format.

1.04 Construction Administration Phase

A. Engineer shall:

1. Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. The construction administration phase will include construction phase support services and other tasks as summarized below:
  - Conduct pre-construction meeting with Owner and the Contractor's representatives.
  - Conduct monthly progress meetings and prepare meeting agenda and summaries with Owner and Contractor's representatives to provide engineering support for field issues.
  - Review Contractor's monthly pay applications to verify construction completed percentages.
  - Perform periodic site visits to review site conditions, materials, and workmanship for compliance with technical specifications.
  - Timely review Contractor's submittals for compliance with the technical specifications and drawings.
  - Timely response to Contractor's request for information (RFI) and issue clarifications and interpretations of the Contract Documents as necessary and maintain an RFI log.
  - Review test results and witness field performance and acceptance tests specified in the construction specifications.
  - Perform pre-final inspection and prepare construction punch list at Substantial Completion.
  - Conduct final inspection to verify completion of punch list and other items.
  - Take construction progress photographs of work performed.
  - Review Contractor's closeout documents for completion, certificates of completion, warranties, completed operations insurance coverage, and release of liens.

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Exhibit A—Engineer's Services.

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4. Engineer shall provide the above-noted services based on the following assumptions:
  - a. The project is scheduled for a 10-month construction period.
  - b. Engineer shall not be responsible for the acts or omissions of the Contractor, or of any Subcontractors or Supplier, or Agents of the supplier's, employees, or any other persons (except Engineer's employees or agents) at the site or otherwise furnishing or performing any of the labor or materials for the Contractor.
- B. The following deliverables will be provided as part of this phase:
  - Monthly construction progress agenda, sign-in sheet, and meeting summary.
  - Contract correspondence, including as applicable, comments on submittals, clarifications, responses to RFI's and site visit reports.
  - Punch List at Substantial Completion.

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**EXHIBIT B—DELIVERABLES SCHEDULE**

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Articles 1, 2, 3, and Exhibit A of the Agreement are supplemented by the following paragraph and table. Engineer shall furnish Documents to Owner as required, in the following schedule. Owner shall comment or take other identified actions with respect to the Documents.

Deliverables Schedule	
1. Notice to Proceed	15 Days
2. 100% Detailed Design	75 Days
3. Sealed Final Design and Project Manual	90 Days
4. Advertise for Bids	100 Days
5. Open Bids	130 Days
6. Award Bids	145 Days
7. Issue Notice To Proceed	170 Days
8. Begin Construction	180 Days

\*Days after Professional Services Agreement is approved by City Commission.

**EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE**

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**ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES**

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

**1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

**1.02 Duties and Responsibilities of RPR**

- A. The duties and responsibilities of the RPR are as follows:
  1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

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5. Liaison
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
  - a. Receive Samples that are furnished at the Site by Contractor.
  - b. Receive Contractor-approved Shop Drawings.
  - c. Receive other Submittals from Contractor.
  - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
  - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
  - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
  - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. Inspections, Tests, and System Start-ups
- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
  - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
  - f. Engineer shall provide to the Owner the following:
    - 1. Provide notice of Contractor work location to the Owner 48 hours prior to beginning work;
    - 2. Provide notice of street closures required for work activities and traffic control plan 48 hours prior to beginning work; and
    - 3. Maintain an updated list of street cuts and repairs and provide to the Owner at the Owner's requested frequency.
11. Records
- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or

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materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates: During the course of the Work, verify that materials and equipment certificates, and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

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- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

**EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK**

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**NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)**

Owner: \_\_\_\_\_ Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Notice Date: \_\_\_\_\_ Effective Date of the Construction Contract: \_\_\_\_\_

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_ [date of professional services agreement] ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

**APPENDIX 1: STANDARD HOURLY RATES SCHEDULE**

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The following hourly rates apply for personnel of Engineer and its wholly owned subsidiaries for time properly chargeable to the work. Additional services are subject to receipt of Engineer's written justification and Owner's written approval.

<b>Project Role Classification</b>	<b>Hourly Rate</b>
Project Principal/Quality Control/Sr. Project Mgr./Sr. Technical Leader	\$247.00
Registered Engineer I	\$145.00
CAD Technician III	\$154.00
NACE Certified Inspector/P.E.	\$200.00
Construction Administration Assistant	\$110.00
Field Technician	\$100.00
Administrative Assistant II	\$106.00
Administrative Assistant I	\$96.00

Engineer's Subcontractor and Subconsultant services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement.

Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by the Engineer and excluded from the Agreement for Engineer's services, will be invoiced at the actual cost incurred.

The hourly rates above are valid for the length of this Agreement.



**Resolution No.** \_\_\_\_\_, entering into an agreement with Poly, Inc. for the Water Street Storage Tank No. 8 (Pettus Tank) rehabilitation engineering services, continued.

**Section 2.** That the sum of \$110,000.00 be appropriated in FY 2026 to the Utility Fund/Dothan Utilities/Water Department/Maintenance and Operation of Water Wells/Professional Services, Account Number 401-8215-582.30-42, Project #820226, for professional services for Water Street Storage Tank No. 8 (Pettus Tank) Rehabilitation project. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$110,000.00 in Fiscal Year 2026.

**Section 3.** That Mark Saliba, Mayor of said City of Dothan and in such capacity, is hereby authorized and directed to execute said contract for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

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

Attest:

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

\_\_\_\_\_  
Mayor

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

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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***

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

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

**Section 1.** That the City of Dothan enters into a Memorandum of Understanding (MOU) with the University of Montevallo, on behalf of the Alabama Traffic Safety Center, for the purpose of allowing the use of the Wiregrass Public Safety Center Driving Range, located at 100 Public Safety Way, for motorcycle safety training on agreed upon dates and times, which said MOU 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 MOU and any associated documents for and in the name of the City of Dothan, Alabama.

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

Attest:

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

\_\_\_\_\_  
Mayor

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

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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**

**MEMORANDUM OF AGREEMENT**  
**Use of the Wiregrass Public Safety Center Driving Range**

This agreement is made this the 17th day of February, 2026 by and between the City of Dothan and University of Montevallo on behalf of the Alabama Traffic Safety Center (hereinafter referred to as "the USER") for the purpose of allowing the use by the USER of the Wiregrass Public Safety Center (WPSC) Driving Range, located at 100 Public Safety Way, Dothan, AL 36303, on the date(s) and time(s) agreed upon for Motorcycle Safety Training.

This Agreement is made subject to the terms and conditions listed below:

1. The USER shall be allowed the use of the driving range located at 100 Public Safety Way, Dothan, AL 36303 on agreed upon dates. The USER will send proposed dates to WPSC in advance to not interfere with WPSC scheduled events. Range times for motorcycle safety classes are 8 am. to 5 p.m. Saturday and Sunday. Rider Coaches will arrive between 7-7:30 am.
2. The USER shall use the WPSC driving range, classroom and restrooms during the dates and hours agreed upon for the following purpose and for no other function or purpose:  
Conducting Motorcycle Safety Classes
3. Any requested special arrangements for the use of additional space shall be made in advance by the USER by contacting Scott Steward the USER may park a motorcycle trailer on WPSC premises at a location agreed upon by WPSC. The USER accepts that WPSC is not responsible for any loss or damage to the USER's property while it is stored at the WPSC facility.

4. The use or possession of alcoholic beverages, controlled substances, weapons, or explosives is strictly prohibited by the USER and its parties on the WPSC driving range. The USER agrees to ensure that this policy is not violated during the USER'S use of WPSC parking lot.
  
5. The USER agrees to clean and clear, to the satisfaction of WPSC, the driving range no later than twenty-four hours following the completion of the event or events for which the facilities are to be used under this agreement.
  
6. THE USER AGREES TO BE TOTALLY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF WPSC PROPERTY DURING the USER'S USE OF THE WPSC PARKING LOT AND TO PROMPTLY REPAIR OR REPLACE ANY PROPERTY DAMAGED OR LOST DURING THE USER'S USE OF WPSC PARKING LOT.
  
7. A Certificate of Liability Insurance policy naming the City of Dothan as "Additional Insureds" must be obtained and presented to the WPSC no later than 5 days before the first event. If the liability insurance policy is not presented by this date; the USER will be required to forfeit the use of the facilities.

8. There will be a charge to the USER for the use of the WPSC range of \$250 for the weekend.
  
9. Violation by the USER of any of the terms and conditions specified above may result In the Immediate removal of the USER and all persons in attendance from the WPSC parking lot and the forfeiture or all fees paid.

X

X

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University of Montevallo, on  
behalf of Alabama Traffic Safety  
Center

City of Dothan

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

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

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

**Section 1.** That the Board of Commissioners does hereby approve payment of invoices for the month of January, 2026 in the amount of \$24,124,160.92.

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

**ATTEST:**

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

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

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**Associate Commissioner District 1**

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**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**

### FY 2026 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box											
Month	Total Amount	Energy Southeast (AMEA)		U S Department of Energy		Crestwood		BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Pay Dates
October	\$ 32,263,723.66	\$ 5,696,048.58	10/29/25	\$ 717,115.66	10/16/25	\$ (1,444.44)	10/16/25	\$ 1,549,366.28	10/31/25	\$ 1,862,488.30	10/10/25 & 10/24/25
November	20,827,123.59	4,054,291.90	11/26/25	744,332.04	11/18/25	(1,458.02)	11/18/25	901,972.15	11/28/25	1,893,119.28	11/7/25 & 11/21/25
December	30,588,399.23	3,469,431.69	12/24/25	771,101.72	12/16/25	68,664.72	12/16/25	1,261,444.36	12/31/25	1,853,940.85	12/5/25 & 12/19/25
January	24,124,160.92	4,562,738.88	1/29/26	808,377.69	1/16/26	67,529.66	1/16/26	1,287,453.05	1/31/26	2,796,799.48	01/02/26, 01/16/26, & 01/30/26
February											
March											
April											
May											
June											
July											
August											
September											
	\$ 107,803,407.40	\$ 17,782,511.05		\$ 3,040,927.11		\$ 133,291.92		\$ 5,000,235.84		\$ 8,406,347.91	
				Power Purchase \$ 20,956,730.08				4.64%		7.80%	
				19.44%				% of Total Accounts Payable		% of Total Accounts Payable	
Average	\$ 26,950,851.85			% of Total Accounts Payable						Includes Employer Contribution & Employee Payroll Deduction	

\*Amount according to payroll pay date.

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

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

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

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

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

**ATTEST:**

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

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

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**Associate Commissioner District 1**

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**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**



**CITY OF DOTHAN, ALABAMA**  
**2/17/2026**

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

DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities  Water	<p><b>External/Internal Meter Transmission Units (MTU's) &amp; Antennas</b></p> <p><i>Previously awarded Bid 25-040 (Resolution 2025-132, Approved 5/20/25), Bid 25-043 (Resolution 2025-152, Approved 6/17/25)</i></p> <p><i>Internal MTU Quantity (672), \$146.45 Each, External MTU Quantity (280), \$141.42 Each, Antennae Quantity (280), \$43.27 Each</i></p> <p><i>Current Fiscal Year Estimated Expense to Replenish Inventory</i></p>	Aclara Technologies  St. Louis, MO	\$ 150,127.60
DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	<p><b>Water Meters (Various Sizes)</b></p> <p><i>Sole Source</i></p> <p><i>3/4" Quantity (400), \$180 Each, 1" Quantity (150), \$275 Each, 2" Quantity (64), \$1,375 Each</i></p> <p><i>Estimated Current Fiscal Year Expense</i></p>	Consolidated Pipe & Supply Co. Montgomery, AL	\$ 201,250.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology Citywide	<p><b>Online Security Subscriptions</b></p> <p><i>Omnia Cooperative Contract 2024056-02, Contract Maturity 7/1/28</i></p> <p><i>For the Period 3/23/26-3/22/27</i></p>	SHI Somerset, NJ	\$ 53,251.04
DEPARTMENT	ITEM	VENDOR	AMOUNT
Police Patrol	<p><b>Holsters for Patrol Weapons</b></p> <p><i>State Contract MA240000004754</i></p> <p><i>Contract Maturity Date 4/23/27</i></p>	GT Distributors Pflugerville, TX	\$ 59,015.70
DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Traffic Engineering	<p><b>Traffic Camera Server</b></p> <p><i>Sole Source Provider</i></p> <p><i>Quantity (1) New Additional Server</i></p>	Harris Security Ozark, AL	\$ 53,685.00

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

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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**

**EXHIBIT "A"**

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Clay Dempsey	International Association of Venue Managers (IAVM) Conference 2026 Kansas City, MO	\$ 4,443.36
Brittney Wilkerson	2026 Government Social Media Conference New Orleans, LA	\$ 2,918.00
Brittney Wilkerson	3CMA Annual Conference Denver, CO	\$ 2,844.87
Rachel David Nicholas Krista Jesse Hess Thomas Ezell	2026 Axon Technology Conference Nashville, TN	\$4,540.00
Adam Blackwell Michael Hannon	2 Day Law Enforcement Shotgun Armorer Course Columbiana, AL	\$ 2,040.00
Nikki Kerns	Gartner Application Innovation & Business Solutions Summit Las Vegas, NV	\$ 2,450.00
Adam Blackwell Kevin Moore Raymond Gross Michael Hannon	2026 Mardi Gras Mobile, AL Mobile, AL	\$ 0.00
Angie Akos	Energy Southeast 2026 Power Supply Conference Orange Beach, AL	\$ 1,016.35
Micah Peckham	Energy Southeast 2026 Power Supply Conference Orange Beach, AL	\$ 1,036.65
Will Glover Rachel David Jeremy Kendrick	2026 Alabama FBI NAA Summer Conference Orange Beach, AL	\$ 5,265.00
Taiwan Truitt Jerry Philyah	ALERRT – Active Shooter Response Level 1 – Train the Trainer Course Mobile, AL	\$ 1,290.00