

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

1. **Invocation: Pastor Travis Creasy – Westgate Church of Christ**
2. **Pledge of Allegiance: Commissioner Crutchfield**
3. **Roll Call: Saliba__Daniels__Kirksey__Bedwell__Stock__Pierce__Crutchfield__**
4. **Approval of Previous Minutes:**

- Minutes of February 17, 2026 Meeting

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

- Proclamation – “Developmental Disabilities Awareness Month” – SpectraCare Health Systems Chief Executive Officer Melissa Kirkland, Chief Operating Officer Susie Kingry, and Developmental Disabilities Staff

Documents:

[developmental disabilities awareness month proclamation.pdf](#)

6. **Communications from City Manager:**

- Employee of the Month – Brittney Wilkerson, Administration Department

7. **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 (tabled on February 17, 2026).**

Documents:

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

8. **Res. No._____Entering into a contract with the Southeast Alabama Baseball Umpires Association to officiate during the 2026 Dixie Boys baseball season.**

Documents:

[umpires for 2026 dixie boys baseball season.pdf](#)

9. **Res. No._____Entering into an agreement with the Alabama Department of Transportation (ALDOT) for the operation and maintenance of a new traffic signal located at the intersection of Southgate Road and South Oates Street.**

Documents:

[aldot agreement for new traffic signal at southgate rd and s oates st.pdf](#)

10. **Res. No. _____ Entering into agreements with ALDOT for the maintenance and operation of improvements completed in conjunction with the City Hall Relocation project including concrete sidewalks, driveways, and upgrade of the existing traffic signal at the intersection of West Main Street and North Oates Street.**

Documents:

[aldot agreements for city hall relocation project.pdf](#)

11. **Res. No. _____ Completing the contract with Brasfield and Gorrie, LLC, for the Porter Park and Events Plaza Project for a final total amount of \$10,459,721.00, which includes a change order deduction of \$127,254.00 resulting from construction modifications.**

Documents:

[brasfield and gorrie porter park and events plaza project change order.pdf](#)

12. **Res. No. _____ Entering into a services agreement with Off Duty Management, Inc. for public safety software to coordinate, manage, and provide the services of off duty uniformed police officers for outside employment.**

Documents:

[off duty management services agreement.pdf](#)

13. **Res. No. _____ Entering into a contract with Aerial Illuminations to provide a drone light show during the America 250 celebration event on July 4, 2026.**

Documents:

[aerial illuminations drone light show america 250.pdf](#)

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

Documents:

[disposal of obsolete property.pdf](#)

15. **Res. No. _____ Re-appointing Spencer Bienvenu and appointing Brinley Culbreath as members of the Dothan Houston County Library System Board.**

Documents:

[dothan houston county library system board appointments.pdf](#)

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

Documents:

[bids and other purchases.pdf](#)

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

Documents:

[travel requests.pdf](#)

18. **Acceptance of an electrical easement from Honeysuckle Hall Apartments located at 1780 Honeysuckle Road (Lot 1-A).**

Documents:

[honeysuckle hall apartments electrical easement.pdf](#)

19. **Acceptance of an electrical easement from Honeysuckle Place Apartments located at 1780 Honeysuckle Road (Lot 2).**

Documents:

[honeysuckle place apartments electrical easement.pdf](#)

20. **Adjournment.**

PROCLAMATION

WHEREAS, SpectraCare Health Systems is involved in advocating for programs that promote positive system changes and that allow persons with developmental disabilities to achieve optimum independence and to promote innovative programs and practices that improve the quality of life for these individuals; and

WHEREAS, SpectraCare Health Systems encourages all citizens to actively participate in events that appropriately recognize and celebrate Dothan's diverse population, including persons with developmental disabilities; and

WHEREAS, Developmental Disabilities Awareness Month has been established to promote awareness and understanding of the opportunities, challenges and needs of persons with developmental disabilities; and

WHEREAS, SpectraCare Health Systems, Inc. has provided Developmental Disabilities services to 4,167 citizens in Houston County.

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

“DEVELOPMENTAL DISABILITIES AWARENESS MONTH”

in the City of Dothan and call upon the citizens, government agencies, public and private institutions, businesses, and schools in the city of Dothan to recommit our community to increasing awareness, support and understanding of developmental disabilities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Dothan to be affixed the 3rd day of March, 2026.

SEAL

Attest:

Wendy Shiver
City Clerk



Mark Saliba
Mayor

ITEM #7

TABLED AT FEBRUARY 17, 2026 MEETING

RESOLUTION NO. 2026-39

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. 2026-39, 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

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into a contract with the Southeast Alabama Baseball Umpires Association to provide officials and related professional services during the 2026 Dixie Boys baseball season, which said contract is attached and made part of this resolution.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Southeast Alabama Baseball Umpires Association
2026 Officials' Contract and Fees



This Agreement is entered into as of **January 26, 2026** (the "Effective Date") by and between **Dothan Leisure Services ("Client")** and **Southeast Alabama Baseball Umpires Association ("SEABUA")**, an Alabama High School Athletic Association ("AHSAA") sanctioned association.

1. **Term.** This Agreement shall have a term commencing on the Effective Date and ending upon completion of the services for the 2026 Dixie Boys regular season, June 30th, 2026, (the "Termination Date") unless mutually extended by the parties in writing.
2. **Scope of Work.** SEABUA agrees to provide baseball officials and related professional services to Client during the 2026 Dixie Boys baseball season (the "Services") for each game to be played.
3. **Compensation:** An 8% Booking/Admin Fee will be billed for each game for which officials are assigned and services provided.
 - a. Two umpires @ \$65.00 each = \$130.00 per scheduled 7-inning game including Booking/Admin Fee, not including mileage allowance.
 - b. Mileage Allowance: Mileage reimbursement will be paid based on the rates of \$15 travel for each official per day.
4. **Payment Terms.** Client agrees to pay SEABUA in full, at the below address, upon completion of the last playing date, each month. **Any undisputed amount not paid within 30 days of Client's final game each month shall be subject to a minimum of 10% punitive charge, which charge shall be added to the amounts payable by Client to SEABUA.** Based upon the severity of the breach, the punitive charge could increase as provided by the SEABUA Board of Directors.
5. **Independent Contractor.** SEABUA enters into this Agreement as an independent contractor and under no circumstances shall SEABUA be deemed an employee or agent of Client or Client's agent(s). SEABUA officials and/or agents will not represent themselves as employees or agents of Client and will not enter or attempt to enter into contractual obligations on behalf of Client.
6. **Security.** Client shall provide a secure location for SEABUA officials and/or agents to park their vehicle(s). In the event any SEABUA official feels as though the secure location is inadequate, SEABUA reserves the right to make the appropriate changes to the secure location. Additionally, Client shall provide and make available to SEABUA officials and/or agent(s) a Dothan Leisure Services staff member and/or a uniformed law enforcement officer, who will provide the following: (1) a safe entrance and exit to all buildings prior to the game and at the completion of the game; (2) a safe entrance and exit onto the field at all times; and (3) allow only authorized persons access to SEABUA officials and/or agent(s). SEABUA officials and/or agent(s) shall comply with the Client's current published rules, regulations, security policies and procedures while on Client premises. If at any time Client fails to provide a secure location or appropriate security measures to SEABUA officials, SEABUA reserves the right to decline services to Client.

7. **Cancellations.** If a game is not to be played as originally scheduled, SEABUA must be notified no later than two (2) hours prior to the scheduled start time of the first game. Failure to notify Assignor Steven Downs or any other SEABUA Assignment Committee member in this timeframe will result in a charge of one, full game per official. Text messaging is preferred for verification purposes. Changes are not considered official, without confirmation from the Assignor or SEABUA Assignment Committee member. SEABUA will require approval of the proposed game schedule prior to becoming official. Any and all revisions to the game schedule thereafter will also require SEABUA approval. Upon SEABUA approval, in the event SEABUA is unable to provide officials per the game schedule, SEABUA will waive the Admin Fee for the games rescheduled due to official's unavailability.
8. **Forfeitures.** If a game or games are forfeited, for any reason, this will result in a charge of the full game (or games) fees for the umpires scheduled that day.
9. **Severability.** Should any part of this Agreement for any reason be declared invalid or void, such decision shall not affect the remaining portion which will remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.
10. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No valid waiver of any provision of this Agreement at any time shall be deemed a waiver of such provision at any other time; nor shall it be deemed a waiver of any other provision of this Agreement at such time or any other time.
11. **Governing Law.** This Agreement shall be governed by an interpreted in accordance with the laws of the State of Alabama.
12. **Amendments and Notices.** All Amendments, Addenda and Schedules to this Agreement shall be in writing and signed by both parties. All notices and claims shall be made only in writing and shall be deemed made upon receipt. Any verbal notice or claim shall be of no effect. Notices or correspondence under this Agreement shall be delivered from one party to the other, by overnight delivery, confirmed facsimile, or by registered or certified mail, addressed as follows:

SEABUA
PO BOX 750
Midland City, AL 36350

13. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior contemporaneous negotiations, discussions and understandings of the parties, whether written or oral.

Signed this 3rd day of March, 2026.

Printed Name of Organization: City of Dothan - Leisure Services

Signature of Mayor or Authorized Organization Administrator

Jyssica Curenton

Printed Name of Organization Primary Contact for Services

Primary Contact Phone: 334-796-2362

Bills for games will be emailed. Payments are due 30 days after final game of the month or subject to late fee.

e-mail(s) for billing: jcurenton@dothan.org & mjmoore@dothan.org

Jared Young

Signature of SEABUA President

Jared Young 334-791-8004

SEABUA President

Michael Smith

Signature of SEABUA Treasurer

Michael Smith 334-714-4837

SEABUA Treasurer

All checks and other correspondence should be mailed to the address below!

SEABUA
Attn: Michael Smith
PO BOX 750
Midland City, AL 36350

2026 Addendum

Some reminders for the upcoming season:

All scheduling changes must go through SEABUA assignor, Steven Downs or SEABUA Assignment Committee members. Changes made will not be considered official unless you have contacted and received confirmation from Steven or another SEABUA Assignment Committee member, all of which are listed below. This includes, but is not limited to, adding games, removing games, and/or changing start times. Failure to cancel a game within the agreed upon timeframe will result in your organization being billed for the game(s).

Please send a copy of your schedules to SEABUA@Yahoo.com, along with a signed copy of the attached contract, as soon as possible.

Jared Young
SEABUA President
334-791-8004

Steven Downs
SEABUA Vice President / Assignor
334-796-3491

Jason Richards
SEABUA Board Member
334-791-9100

Michael Smith
SEABUA Treasurer
334-714-4837

Justin Whiddon
SEABUA Board Member
334-655-6265

Josh Robertson
SEABUA Board Member
334-797-5561

Jerry McGlone
SEABUA Secretary
334-797-3673

Assignment Committee Members

- Steven Downs – Assignor
- Jared Young
- Michael Smith

RESOLUTION NO. _____

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

Section 1: That the City of Dothan enters into an agreement with the Alabama Department of Transportation (ALDOT) for the operation and maintenance of a new traffic signal located at the intersection of Southgate Road and SR-1/US-231 (South Oates Street), which said agreement is attached and made part of this resolution.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: Southeast County: Houston

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
*INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING*

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the City of Dothan (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

AL-1/US-231 @ Southgate Rd [A, D, & E]

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "*Exhibit O*" is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

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

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

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 agreements with the Alabama Department of Transportation (ALDOT) for the maintenance and operation of improvements completed in conjunction with the City Hall Relocation Project including concrete sidewalks, driveways, and upgrade of the existing traffic signal at the intersection of SR-12/US-84 (West Main Street) and SR-1/SR-53 (North Oates Street), which said agreements are attached and made part of this resolution.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: Southeast County: Houston

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the City of Dothan (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>				
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>				
Roadway Lighting:	<input type="checkbox"/>				
Other: _____	<input type="checkbox"/>				

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

AL-1/AL-53/Oates St @ AL-12/AL-52/Main St [B, D, & E]

- For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

- 7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.
- 8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

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

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ Standing Bond (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

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

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



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

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

If the applicant is county government then:

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

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

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

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

If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

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

WITNESS:

Legal Name of Applicant

By: _____
Authorized Signature and Title for Applicant

Typed or Printed Name of Signee

Address Line 1

Address Line 2

Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT: _____
Printed Name Signature Date

AREA: _____
Printed Name Signature Date

REGION: _____
Printed Name Signature Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: _____
Printed Name Signature Date

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

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

6. The APPLICANT agrees to store no equipment, materials, or debris of any kind on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste and equipment.

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

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

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

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



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

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

If the applicant is county government then:

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

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

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

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

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

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

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

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

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

WITNESS:	_____	Legal Name of Applicant
_____	By: _____	Authorized Signature and Title for Applicant
	_____	Typed or Printed Name of Signee
_____	Telephone Number	_____
		Address Line 1
_____	Contact Email Address	_____
		Address Line 2

FOR OFFICIAL USE ONLY

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

BY: _____

Legal Counsel for Alabama Department of Transportation	_____	Signature	_____	Date
---	-------	-----------	-------	------

RECOMMENDED FOR APPROVAL:

DISTRICT: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

AREA: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

REGION: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- CENTRAL OFFICE
- REGION
- AREA
- DISTRICT

By: _____

Printed Name	_____	Signature	_____	Date
--------------	-------	-----------	-------	------

RESOLUTION NO. _____

WHEREAS, the City of Dothan desired to enhance the existing Porter Park (130 North Foster Street), create an Events Plaza at the site of the previous Utilities Collection building (125 North Saint Andrews Street), and improve the North Saint Andrews Street frontage as part of the City Center Block Project, and

WHEREAS, by Resolution No. 2024-48, the City of Dothan entered into a contract with Brasfield and Gorrie, LLC, for the Porter Park and Events Plaza Project for a negotiated and modified amount of \$10,586,975.00, and

WHEREAS, modifications in the construction have resulted in deductions amounting in a decrease of \$127,254.00, for a final total contract amount of \$10,459,721.00.

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

Section 1. That the City of Dothan complete the contract with Brasfield and Gorrie, LLC, for the Porter Park and Events Plaza Project for a final total amount of \$10,459,721.00, which includes a change order deduction of \$127,254.00 resulting from construction modifications, which said change order follows:



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Porter Park & Events Plaza
126 N Saint Andrews St, Dothan, AL
36303

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 20, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 006
Date: February 19, 2026

OWNER: *(Name and address)*
City of Dothan
126 N Saint Andrews St
Dothan, AL 36303

ARCHITECT: *(Name and address)*
RDG PC d/b/a RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa

CONTRACTOR: *(Name and address)*
Brasfield & Gorrie, L.L.C
1027 Front Ave
Columbus, GA 31901

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 29	Slot Drains at Low Spot in Pavers - Cost of Drain Matl Only (Owner Contingency <\$4,558>)	\$0
PCO 30	Replacement Carpet for North Lounge 116 (Owner Contingency <\$8,625>)	\$0
PCO 31	Flowable Fill Requested by City to Grout a Pipe (Owner Contingency <\$1,383)	\$0
PCO 32	Reconcile Contingency Balance (Owner Contingency <\$127,254>)	-\$127,254

The original Contract Sum was	\$ 11,134,600.00
The net change by previously authorized Change Orders	\$ -547,625.00
The Contract Sum prior to this Change Order was	\$ 10,586,975.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 127,254.00
The new Contract Sum including this Change Order will be	\$ 10,459,721.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RDG PC d/b/a RDG Planning & Design
ARCHITECT *(Firm name)*

Brasfield & Gorrie, L.L.C
CONTRACTOR *(Firm name)*

City of Dothan
OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Wes Kelley, Division Manager
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

Resolution No. _____, completing the contract with Brasfield and Gorrie, LLC, for the Porter Park and Events Plaza Project, continued.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan (City) is in need of public safety software for the Dothan Police Department to coordinate, manage, and provide the services of off duty uniformed police officers for outside employment; and

WHEREAS, Off Duty Management, Inc. (Off Duty) offers said software through Sourcewell Cooperative Contract #030425-OFF (Contract); and

WHEREAS, Off Duty requires a services agreement in accordance with the terms and conditions of the Contract; and

WHEREAS, the City will not incur any charges for the use of the software, and Off Duty will be compensated through the third-party customers who request off-duty officers.

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 services agreement with Off Duty Management, Inc. for public safety software to coordinate, manage, and provide the services of off duty uniformed police officers for outside employment, which said agreement follows:



Built by officers for officers

Services Agreement

Sourcewell Contract #030425-OFF, Public Safety Software

This Services Agreement ("**Agreement**") is entered into as of _____, 2025 (the "**Effective Date**") and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("**ODM**") and City of Dothan, Alabama, with its law enforcement agency, Dothan Police Department, with offices located at 210 N. St. Andrews Street, Dothan, Alabama, 36303 ("**Agency**"). ODM and Agency are sometimes individually referred to herein as "**Party**" and collectively as the "**Parties.**"

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

1.1 Sourcewell Cooperative Contract #030425-OFF, Public Safety Software

The client engages contractor to provide the following goods and/or services: Public Safety Software in accordance with the terms and conditions of the Sourcewell Cooperative Contract 030425-OFF, the attached Statement of Work (Exhibit A), and this Standard Contract. The client will have all rights and remedies available to Sourcewell as set forth in Contract Number 030425-OFF.

1.2 Statement of Work and Services. ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency's off duty uniformed officer ("**Officers**") outside employment services (the "**Services**") to third-party customer ("**Customers**") as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A ("**Statement of Work**"). ODM shall provide the requisite employees, agents, and independent contractors (collectively, "**Staff**") and resources necessary to provide Agency with the Services.

1.3 Invoicing and Payment. Agency acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment with a Customer (each, an "**Assignment**") as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. In the event that ODM collects any sales or other tax, ODM shall be responsible for payment thereof to the appropriate taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM's invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM's provision of at least two (2) days' notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days' notice to Customers and Agency.

1.4 Permits and Licenses. ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.

1.5 Business Name. ODM shall conduct business under its own name. ODM shall not use Agency's name in providing the Services. ODM will provide proof of permits and licenses to Agency.

1.6 ODM's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM's Staff. Agency retains sole authority and responsibility for Officers' behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

2.1 Term. This Agreement commences on the Effective Date and shall continue in full force and effect for a period of thirty-six months unless sooner terminated in accordance with Section 2.2 (the "**Term**"). This Agreement shall automatically renew for one (1) year extensions an additional three (3) times after the initial Term. The total possibly length of this Agreement will be six years from the Effective Date.

2.2 Termination.

Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

- 3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. Any non-public information disclosed by either Agency or ODM (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party.
- 4.3 Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 4.4 Protection. ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.
- 4.5 Security. ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.

- 4.6 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.
- 4.7 **Injunctive Relief.** The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this **Section 4**, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.
- 5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

- 6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.
- 6.2 Except as expressly set forth in **Section 6.1**, ODM hereby disclaims all other representations and warranties, whether express or implied.
- 6.3 **Indemnification by ODM.** Subject to Section 6.5, ODM shall defend Agency from any claims, demands, suits, or proceedings made or brought by a third party ("Claims") against Agency and indemnify and hold Agency harmless from and against actual losses, damages, civil penalties, costs, reasonable outside legal fees, and expenses finally awarded in a non-appealable judgment in connection with, or agreed via settlement of, such Claims (collectively, "Losses") to the extent such Claims arise directly out of or result directly from: (i) any material breach by ODM of Section 4 of this Agreement that results in the misappropriation, loss, or compromise of Agency Confidential Information; (ii) the gross negligence, intentional misconduct, or fraud of ODM in the performance of this Agreement; or (iii) Agency's access to, or usage of, OfficerTRAK® in accordance with this Agreement directly infringing, violating, or misappropriating a copyright, patent, trade secret, or other intellectual property right of a third party (an "IP Claim").
- 6.4 **Limited Remedies.** If the use of OfficerTRAK® is enjoined based on an IP Claim or ODM determines at its discretion that such use may be enjoined, ODM may, at its sole discretion and expense, (i) procure for Agency the right to continue using OfficerTRAK®; (ii) replace OfficerTRAK® with a non-infringing platform with substantially the same functionality; or (iii) modify OfficerTRAK® so that it becomes non-infringing, but has substantially the same functionality. This Section 6.4 together with the indemnity provided under Section 6.3, states Agency's sole and exclusive remedy, and ODM's sole and exclusive liability, regarding any IP Claim.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

- 6.5 Limitations. ODM will not be liable for any Losses and will have no obligations under Section 6.3 to the extent the Losses or the Claim arise from (i) Agency's acts or omissions; (ii) ODM's compliance with Agency's directions, specifications, instructions, or procedures; or (iii) an IP Claim arising from (a) derivatives or other modifications of OfficerTRAK® made other than by ODM, if such Claim would not have arisen but for the derivatives or modifications; or (b) Agency's combination of OfficerTRAK® with any software or other product not provided by ODM, if such Claim would not have arisen but for the combination.
- 6.6 Indemnification Procedure. In the event of any Claim for which indemnification is available, Agency shall give prompt written notice of any such Claim to ODM. ODM shall have the right to control and direct the investigation, defense, and settlement of each such Claim. Agency shall reasonably cooperate with ODM (at ODM's sole cost and expense) in connection with the foregoing. Agency may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. ODM shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of Agency, without Agency's express prior written consent (such consent not to be unreasonably withheld, conditioned, or delayed).

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 each occurrence/\$5,000,000 aggregate
Employer's Liability	\$1,000,000 each occurrence
Workers Compensation	State Statutory
Automobile Liability	\$1,000,000 (excludes collision insurance)
Cyber	\$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

- 8.1 Notices. Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered ten (10) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: 1906 Ave D, 200, Katy, Texas 77493; and

If to Agency, to: City of Dothan, Attn: City Manager, 126 North St. Andrews Street, Dothan, Alabama 36303

with a courtesy copy to: Chief William Benny, Dothan Police Department, 210 N. St. Andrews Street, Dothan, AL 36303

- 8.2 Assignment and Delegation. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 8.3 Governing Law/Jurisdiction. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Alabama, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Alabama for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.
- 8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.

- 8.5 Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES..
- 8.6 Entire Agreement. This Agreement, including Exhibit A and the Sourcewell Cooperative Contract reference in 1.1 herein, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Officer assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Officer who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Officer assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

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

Off Duty Management, Inc:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: _____

Agency Name: City of Dothan, Alabama

By: _____

Printed Name: Mark Saliba

Title: Mayor

Date: _____

EXHIBIT A
STATEMENT OF WORK

Scope of Services

ODM will manage all external Customer requests for the off-duty Officers outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Officer Payroll
- Scheduling
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Officers interested in working for ODM will be required to sign up as 1099 contractors for ODM.
- Officers will be paid weekly for any Assignments completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$50.00	
Traffic	\$50.00	
Supervisor	\$55.00	When 5+ officers are needed
Holiday*	\$75.00	
Emergency**	N/A	No Minimum Hours are required for shifts
Any Event Serving/ Consuming Alcohol	\$55.00	

* The holiday rate will apply to the following days: New Year's Day, MLK Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day.

Agency Vehicle Fees

- Agency vehicle fee is \$ N/A per hour.
- Agency vehicle fees will be sent to the city finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Officer hourly pay rate plus 13.1 % ODM administrative fee per hour.
- Agency vehicle hourly fee plus N/A % ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Officers via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Officers will select and work shifts first come and first served.

Minimum and Maximum per Shift Work

- Two (2) hours minimum per Assignment.
- Officers are limited to work (off-duty) total of twenty-six (26) hours weekly (monitored by Agency).

Minimum Job Notification

- No minimum hours prior to shift start required for Assignments.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
 - None

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Officers working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and city Assignments). Assignments and ODM will be viewed by Officers in the same app. ODM will maintain Officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Officers:

Online

- Administrators – training guides and virtual training
- Officers – training guides and practice jobs

OR

Onsite

- Administrators – training guides and onsite training
- Officers – training guides, practice jobs, and onsite training

Resolution No. _____, entering into an agreement with Off Duty Management, Inc. for public safety software to coordinate, manage, and provide the services of off duty uniformed police officers for outside employment, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires to host an America 250 event in celebration of the Semiquincentennial anniversary of the signing of the Declaration of Independence and to include a drone light show as part of the festivities; and

WHEREAS, a sponsor has pledged \$50,000.00 toward the cost of said show.

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 (City) enters into a contract with Aerial Illuminations to provide a drone light show at a cost of \$60,000.00 during the City's America 250 celebration event to be held on July 4, 2026, which said contract is attached and made part of this resolution.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Contract

Contract Number: C-250279

Contract Date: January 09, 2026

Expiration Date:



Aerial Illuminations

5306 Empire Church Road
Groveland, FL 34736

Bill To

City of Dothan, Alabama
Performing Arts
126 N St Andrews Street
Dothan, Alabama 36303

Event Info

Event: July 4th @ Dothan - 300 / 3B

Venue: Dothan Civic Center
126 N. St. Andrews St, Dothan AL 36303

Event Date: July 04, 2026

Drone Show Package

- 11-13 Minute Drone Light Show
- Choreographed Audio Synchronized to Show
- 3D Animation Approval Prior to Show
- Site Survey, Safety Mitigation Meeting
- Full Crew (Pilot, Operations, Crew Members) on Event Day
- 80-100 Hours of Custom Animation Design

Payment Process:

40% Deposit is due within 7 days of contract signature to confirm date via [wire transfer or check](#).

Final Payment Due 7 days prior to launch date via [wire transfer or check](#).

Planning process 60 days minimum (30 days rush)

1. Collaborative communication with the client about event, theme, their story, songs & ideas. Logistic planning, site survey planned during this time.
2. Initial survey is filled out, in addition to an in-person or Zoom meeting with Director of Creative Design. Design team creates storyboard. Storyboard is sent over for approval to client. Client and Director of Design will continue communication regarding changes or approval of the storyboard.
3. 2D Mock Ups (2 weeks After Completion of Storyboard) - Revisions can be made during the first week with 2D mockups. Revisions include drone positioning, drone color, light effect, etc.
4. Design team begins programming and designing the storyboard within design software. Once design is complete, the design is sent over in a PDF document 2D mockups for approval.
5. 3D Rendering (3 weeks after Completion of 2D Mock Ups) - There is an additional cost to make revisions at this time. A 3D Rendering of the show will be sent over for approval to ensure all motion and movements within the scenes are correct.

Aerial Illuminations complies with all federal, state, and local laws, rules, and regulations with regard to necessary licenses, permits, and registrations in the performance of the services of this Agreement. Aerial Illuminations follow the most current FAA regulations for the commercial operation of drones. Aerial Illuminations maintains full commercial aviation liability coverage for all events and venue may be added as an additional insured. Client shall solely be liable for and shall indemnify, defend and hold Aerial Illuminations and its respective officers, representatives, agents and, employees harmless for all costs and damages incurred by Aerial Illuminations for delays caused by the Client's interference with Aerial Illuminations' ability to provide services, including, but not limited to, Client's failure to provide specified facilities or information under this Agreement. If delays are caused by terrorism, fires, floods, riots, acts of God or the public enemy, or acts or regulations of any governmental agency, then the schedule commitments may be subject to change.

Launch area (exclusion zone) shall be a sterile environment for Aerial's crew members only. At no time shall client, or any persons enter the exclusion zone.

Services Performed

1. Site Survey will be completed in-person or via digital communications with operations director and lead designer. Launch location, viewing area and safety

parameters will be discussed and mitigated during this time.

2. Storyboard Process: Aerial Illuminations shall create a storyboard of Customer approved images. The storyboard contains rough sketches or images, or screen captures of all scenes and action notes, which describe the layout of the animations. Aerial Illuminations shall send the storyboard to Customer for feedback and suggestions. Aerial Illuminations will modify the storyboard in accordance with the Customer feedback. Images and order of shapes can be changed for no additional fee during the storyboard process. Music will also be selected for choreography during the show.

Show Programing and Animation: After completion of the storyboard process, Aerial Illuminations shall begin the drone show design and animation process in accordance with the storyboard. After the animation and editing process, Aerial Illuminations shall compile each sequence and render a 3D video to Customer. Adjustments to shapes and images will be completed in accordance with Customer's suggestions. Once final mapping has been completed, any changes to show design will result in a \$3,000 reanimation fee.

Final Delivery: Aerial Illuminations will perform the 11-13 minute drone display(s) at Customer's Event. Crew members including Pilot, Operations, Visual Observers and other personnel will arrive at the event at least 6 hours before show time. Launch area must be available as early as 12 hrs prior to launch time. Set up, hover testing and flight paths will be programmed along with other safety aspects such as weather and flight pattern monitoring. Client will always have direct contact with Aerial's operation team member.

CANCELLATION: Aerial Illuminations shall determine what weather conditions, safety, or security concerns prohibit the show from proceeding with the Display(s). In the case of severe weather conditions including rain, high winds or other weather related factors, Aerial Illuminations agrees to conduct the same display on a mutually agreed upon rain/postponement date up to one year from the original event date (including the same date the following year). This credit allows the same files that were originally created to be used at the rescheduled date. If there are any changes made to the originally created design files, a fee to recreate designs will be charged.

Customer also acknowledges that damages corresponding to lost opportunity by reason of cancellation are inherently difficult to calculate, and that the liquidated damages amounts set forth above are a reasonable attempt to measure and liquidate those highly speculative damages.

Sub Total

SUB TOTAL TOTAL \$60,000.00

CONTRACT \$60,000.00
TOTAL

Signature: _____
Mayor Mark Saliba

Date: _____

RESOLUTION NO. _____

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

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

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

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

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

PASSED, ADOPTED AND APPROVED ON _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Personal Property Disposal Request
Exhibit "A"

Department Disposing of Asset	Department Transferred From	Asset No.	ID No.	Veh No.	Description	Serial Number	Date Acquired	Original Purchase Cost	Acquisition Method	Labor costs at \$60/hr	Parts & Commercial Repairs	Grand Total Labor & Repair Costs	Method of Disposal	Approved By
GENERAL SERVICES	WATER	F0011960	2850	2162	1997 DITCH WITCH 5110	5P0074	4/30/1997	\$ 36,356.80	UTILITY FUND	\$ 33,085.20	\$ 36,308.96	\$ 69,394.16	Online Auction	Andy Love
GENERAL SERVICES	ELECTRIC	006591	13931	3207	2005 CATEPILLAR FORKLIFT	AT3504859	1031/2011	\$ 14,800.00	UTILITY FUND	\$ 18,055.20	\$ 10,497.94	\$ 28,553.14	Online Auction	Andy Love
GENERAL SERVICES	WWC	006715	13991	4238	2013 INTERNATIONAL 7500	1HTWNAZT9DH199462	5/10/2012	\$ 98,026.32	UTILITY FUND	\$ 72,275.40	\$ 100,667.16	\$ 172,942.56	Online Auction	Andy Love
GENERAL SERVICES	WWC	006716	14141	4238	BODY ON SEWER CLEANER	13-01V-13571	1/31/2013	\$ 224,706.00	UTILITY FUND	\$ -	\$ -	\$ -	Online Auction	Andy Love
GENERAL SERVICES	WWC	001224	7342	4275	2001 GMC TC6H042CH	1GDG6H1EX1J500864	10/8/2000	\$ 29,175.00	UTILITY FUND	\$ 19,146.60	\$ 15,095.09	\$ 34,241.69	Insurance	Andy Love
GENERAL SERVICES	POLICE	007606	16439	6044	2020 FORD INTERCEPTOR SUV	1FM5K8AWXGA83249	1/8/2020	\$ 36,543.00	GENERAL FUND	\$ 6,765.00	\$ 6,524.19	\$ 13,289.19	Online Auction	Andy Love
GENERAL SERVICES	LEISURE SERVICES	006575	13979	7079	2011 EXMARK ZTR (DOUG TEW)	968657	9/19/2011	\$ 7,469.17	GENERAL FUND	\$ 8,850.00	\$ 5,031.17	\$ 13,881.17	Online Auction	Andy Love
GENERAL SERVICES	LEISURE SERVICES	006788	14269	7083	2013 GRAVELY 260Z (EASTGATE)	0022118	9/23/2013	\$ 7,499.00	GENERAL FUND	\$ 7,870.20	\$ 6,296.61	\$ 14,166.81	Online Auction	Andy Love
GENERAL SERVICES	LEISURE SERVICES	003224	10242	7019	2004 FORD 15 PASSENGER BUS	1FDWE35P25HA36103	12/31/2004	\$ 39,899.00	GENERAL FUND	\$ 48,775.20	\$ 30,187.20	\$ 78,962.40	Online Auction	Andy Love
GENERAL SERVICES	LEISURE SERVICES	006941	14535	7090	2014 LAZER 730 (WALTON PARK)	314623978	9/18/2014	\$ 7,199.00	GENERAL FUND	\$ 12,393.00	\$ 3,289.19	\$ 15,682.19	Online Auction	Andy Love
GENERAL SERVICES	STREET	006943	14589	9213A	2014 JOHN DEERE Z930M MOWER	TC930MG011345	9/22/2014	\$ 9,019.78	GENERAL FUND	\$ 8,990.40	\$ 4,497.61	\$ 13,488.01	Online Auction	Andy Love
GENERAL SERVICES	STREET	007891	17158	9117	2022 GRAVELY MOWER	1446	10/19/2022	\$ 11,600.00	GENERAL FUND	\$ 7,069.80	\$ 11,322.62	\$ 18,392.42	Online Auction	Andy Love
GENERAL SERVICES	STREET	006630	13999	9046	2012 BOBCAT T750	ANKA12563	6/30/2012	\$ 62,233.00	GENERAL FUND	\$ 54,485.40	\$ 67,478.61	\$ 121,964.01	Online Auction	Andy Love
GENERAL SERVICES	STREET	007633	16479	9046	DIAMOND DLR072 HIGH FLOW ROTAR	29377	5/31/2020	\$ 10,495.20	GENERAL FUND	\$ -	\$ -	\$ -	Online Auction	Andy Love
GENERAL SERVICES	STREET		17545	9046A	HYDRAULIC BREAKER	THB55022B0050	4/30/2024	\$ 7,664.25	GENERAL FUND	\$ -	\$ -	\$ -	Online Auction	Andy Love
GENERAL SERVICES	POLICE	14425	6914 & 6929		WASHER AND DRYER SET	1301BH0021	6/30/2014	\$ 12,995.00	GENERAL FUND	N/A	N/A	N/A	Landfill	William Benny
								\$ 615,680.52		\$ 297,761.40	\$ 297,196.35	\$ 594,957.75		

Obsolete/Surplus Inventory not on Fixed Assets

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

CITY MANAGER'S SIGNATURE

DATE APPROVED

Note: All vehicles are located at the Transportation Complex.

RESOLUTION NO. _____

WHEREAS, the terms of Spencer Bienvenu and Vanita Samson as members of the Dothan Houston County Library System Board expires on February 28, 2026; and

WHEREAS, Vanita Samson does not seek reappointment; and

WHEREAS, the Dothan Houston County Library System’s Board of Trustees requests the re-appointment of Spencer Bienvenu and the appointment of Brinley Culbreath.

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

Section 1. That Spencer Bienvenu is hereby re-appointed as a member of the Dothan Houston County Library System Board for a five-year term beginning March 1, 2026 and expiring on February 28, 2031.

Section 2. That Brinley Culbreath is hereby appointed as a member of the Dothan Houston County Library System Board for a five-year term beginning March 1, 2026 and expiring on February 28, 2031.

Section 3. That the above stated members shall serve until a successor has been duly appointed and qualified.

PASSED, ADOPTED AND APPROVED ON _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



“
Anyone's
story can be
enhanced by
visiting the
library.”



February 12, 2026

PO Box 2128
Dothan, AL 36302

Dear Mayor Saliba and Commissioners:

On behalf of the Board of Trustees of the Dothan Houston County Library System (DHCLS), I am writing to request the reappointment of Mr. Spencer Bienvenu and the appointment of Ms. Brinley Culbreath to our board.

In accordance with our bylaws, their terms would begin on March 1, 2026 and would expire on February 28, 2031.

Both of these nominations were approved unanimously during the regular meeting of the DCHLS Board of Trustees on February 11, 2026.

Thank you, as always, for your ongoing support of our local library system.

Sincerely,



Ashley Carroll
Chair, Board of Trustees
Dothan Houston County Library System

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED ON _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



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

BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Planning Neighborhood Enhancement	26-017	290	Demolition of Substandard Structures <i>Lowest Bidder</i>	Long Excavating & Recycling Dothan, AL	\$ 14,800.00
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	26-018	74	Various Size Tapping Valves <i>Lowest Bidder</i>	Ferguson Waterworks Loxley, AL	\$ 41,360.00 (more/less)

FY 2026 OTHER PURCHASES \$30,000 OR MORE

DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	Substation voltage regulators <i>Previously awarded Bid 25-068, Resolution #2025-256, Approved 9/16/25 Quantity (3), \$44,280 Each FY2026 Estimated Expense</i>	Rexel DBA Mayer Electric Dothan, AL	\$ 132,840.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Fire Emergency Operations	Purchase of upgraded communication devices <i>Portable Radios and additional features, accessories, programming Quantity (12) Alabama State Contract Contract maturity 9/30/26</i>	Motorola Solutions Chicago, IL	\$ 84,921.36
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Wiregrass Innovation Center	Property Insurance for Wiregrass Innovation Center <i>Professional Services Previously approved insurance expense, Resolution #2025-256 Addendum/Addition to add WIC to policy</i>	Alabama Municipal Insurance Corp Montgomery, AL	\$ 39,131.00
DEPARTMENT	ITEM ²	VENDOR	AMOUNT
Leisure Services Water World	Slide repairs at Water World <i>Public Works project under \$100,000 Lowest quote selected</i>	Safe Slide Restoration Farmington, MO	\$ 46,086.00
DEPARTMENT	ITEM ²	VENDOR	AMOUNT
Planning Neighborhood Enhancement	City-Wide Amnesty Recycling Day <i>Professional Services Receiving, processing and hauling hazardous items not allowed with City recycling</i>	Clean Earth Glencoe, AL	\$ 48,856.05

Notes:

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

² Due to the specialized nature and timeline of the repairs two quotes were obtained. A professional analysis was performed by an outside contractor of recommendations for repairs, the most crucial repairs was selected

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Stephanie Harden	2026 Alabama Accountability Court Annual Conference Gulf Shores, AL	\$ 1,052.00
Jeremy Kendrick	Tuscaloosa Police Department Assessment Tuscaloosa, AL	\$ 75.00
Garett Lisenby Allen Hendrickson	2026 CIT International Conference Orlando, FL	\$ 0.00
Jason Wright	Energy Southeast Annual Conference Orange Beach, AL	\$ 1,003.75
Sammie Hancock Nicholas Krista	Redstone Arsenal Tour Huntsville, AL	\$ 730.00
Joseph Fiuza	Mid-Level Supervisor Course Anniston, AL	\$ 0.00
Jon Marshall Nicholas Fraedrich	SWANA Spring Seminar 2026 Orange Beach, AL	\$ 2,208.00
Robert Champion	2026 Best of the South Meet Atlanta, GA	\$ 921.00
Kim Arnold Josh Jeffcoat	AXON Week Nashville, TN	\$ 4,939.15
Jyssica Curenton Keith Cooper Zepe Healy Kaleb Bass Proffit Green Jerry Moore	ARPA State Basketball Tournament Tuscaloosa, AL	\$14,256.00

Prepared by:
J. Paul Compton, Jr.
Compton Jones Drescher LLP
2170 Highland Avenue South, Suite 250
Birmingham, AL 35205

STATE OF ALABAMA)

HOUSTON COUNTY)

UTILITY EASEMENT

(Burdening Honeysuckle Grove in Favor of Honeysuckle Grove and Honeysuckle Place)

This utility easement agreement ("Agreement") is made as of this ____ day of _____, 202__ by **HONEYSUCKLE HALL APARTMENTS, LTD.**, an Alabama limited partnership ("Grantor"), in favor of the **CITY OF DOTHAN, ALABAMA**, a municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that real property more particularly described as Lot 1-A, according to A Final Plat of a Replat of Lot 1 of Honeysuckle Road Subdivision recorded in Plat Book 15, Page 68, in the Office of the Judge of Probate, Houston County, Alabama (the "Property").

WHEREAS, the Grantor heretofore granted to the Grantee an unrecorded Utility Easement (the "Prior Easement"), which was a blanket easement authorizing the construction of electric utility facilities on the Property and which contemplated this subsequent Agreement which would specifically describe the locations of such installed electric utilities, and such Prior Easement has terminated in accordance with its terms.

WHEREAS, the Grantor desires, subject to the terms hereof, to create and grant an easement through, over, under and upon a portion of the Property for the benefit of the Grantee.

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable considerations, the receipt, adequacy, and legal sufficiency of all of which hereby are acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby creates, establishes, declares, conveys, grants, and warrants unto the Grantee and its successors and assigns, a non-exclusive easement, license, right, and privilege for the installation, construction, repair, patrol, replacement, operation and maintenance of electric lines as owned and operated by Grantee, including, but not limited to, the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and

underground electric distribution and communication lines, above ground, together with necessary or convenient towers, frames, poles, transformers, wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection therewith and related appurtenances and facilities (all being hereinafter referred to as the “Facilities”) through, over, under, and upon the Easement Area, as hereinafter defined, and for the purpose of ingress and egress to and from the Facilities, together with the right of Grantee to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Grantee together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes above described, including the right of ingress and egress to and from the Easement Area over lands of the Grantor and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said property or that may be placed upon said property by the Grantor or any other person. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as “danger trees”) on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use anchors or guy wires on lands of the Grantor adjacent to the Easement Area.

2. Easement Area; Obligation to Amend. As used herein, the term “Easement Area” shall mean that property described on Exhibit A hereto. As an aid to the reader, the Easement Area is depicted as “Easement 1” and “Easement 2A” on Exhibit B hereto to the extent that such is located on the Property as depicted thereon.

3. Conditions/Limitations. Conditions/Limitations.

- (A) The Grantee hereby agrees and binds itself to restore the existing condition of the Easement Area in a timely and professional manner whenever it is necessary to disturb the Easement Area in exercising its rights hereunder.
- (B) The Grantee shall be responsible for all maintenance of the Easement Area, including, without limitation, maintaining the Easement Area in good, sanitary, and safe condition, free from public health and safety risks and danger, and in compliance with all applicable laws. Notwithstanding this paragraph, however, Grantor shall be responsible generally for the routine maintenance of all infrastructure and items above ground, such as asphalt or concrete surfaces, vegetation and curbing, and Grantee shall not be responsible for maintenance of such items, but shall be responsible for restoring such items if they are damaged by Grantee or its agents during inspection or maintenance of the Facilities. Grantor shall hold Grantee harmless for any damage to Grantor’s property which may result from Grantor’s property being inadequate to support the equipment and vehicles

customarily used by Grantee to install and maintain the Facilities. Grantor shall indemnify and hold harmless Grantee, its officials and employees for any damage to Grantee's property caused by Grantor.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal as of the day and year first above written.

HONEYSUCKLE HALL APARTMENTS, LTD.,
an Alabama limited partnership

By: **HONEYSUCKLE GROVE GP, LLC,**
an Alabama limited liability company
Its: General Partner

By: 
Name: Gary Hall
Its: Manager

STATE OF ALABAMA)
COUNTY OF HOUSTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Hall, whose name as Manager of Honeysuckle Grove GP, LLC, an Alabama limited liability company, as General Partner of **HONEYSUCKLE HALL APARTMENTS, LTD.**, an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company in its capacity as general partner of said limited partnership.

GIVEN under my hand and official seal this 16th day of December, 2025.

Alisha McElroy
Notary Public, Alabama State at Large
My Commission Expires September 23, 2029


Notary Public
My Commission Expires: 9/23/29

[NOTARIAL SEAL]

CONSENT OF MORTGAGEE

The undersigned, as Mortgagee under that certain mortgage, related assignment of rents and leases, security agreement concerning fixtures and any other security instrument encumbering the Property (collectively, the “Security Instruments”) granted to the undersigned by Honeysuckle Hall Apartments, Ltd., an Alabama limited partnership, hereby consents to the foregoing Utility Easement (the “Agreement”) and agrees that the Security Instruments shall be subject to the Agreement and any foreclosure or deed in lieu of foreclosure and subsequent transfer shall not be deemed to invalidate or nullify the foregoing Agreement.

Alabama Housing Finance Authority, a public corporation and instrumentality of the State of Alabama, as administrator of Alabama’s HOME program

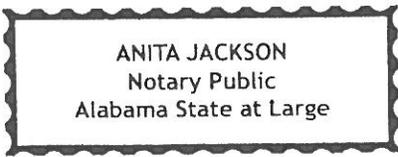
By: 
Name: David C. Young
Title: Multifamily Administrator

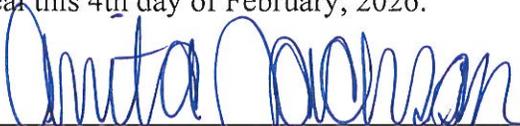
STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David C. Young, whose name as Multifamily Administrator of Alabama Housing Finance Authority, a public corporation and instrumentality of the State of Alabama, as administrator of Alabama’s HOME program, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Multifamily Administrator and with full authority, executed the same voluntarily for and as the act of said public corporation.

GIVEN under my hand and official seal this 4th day of February, 2026.




Notary Public
My Commission Expires: 7/19/27

[NOTARIAL SEAL]

EXHIBIT A

Legal Description

Easement 1:

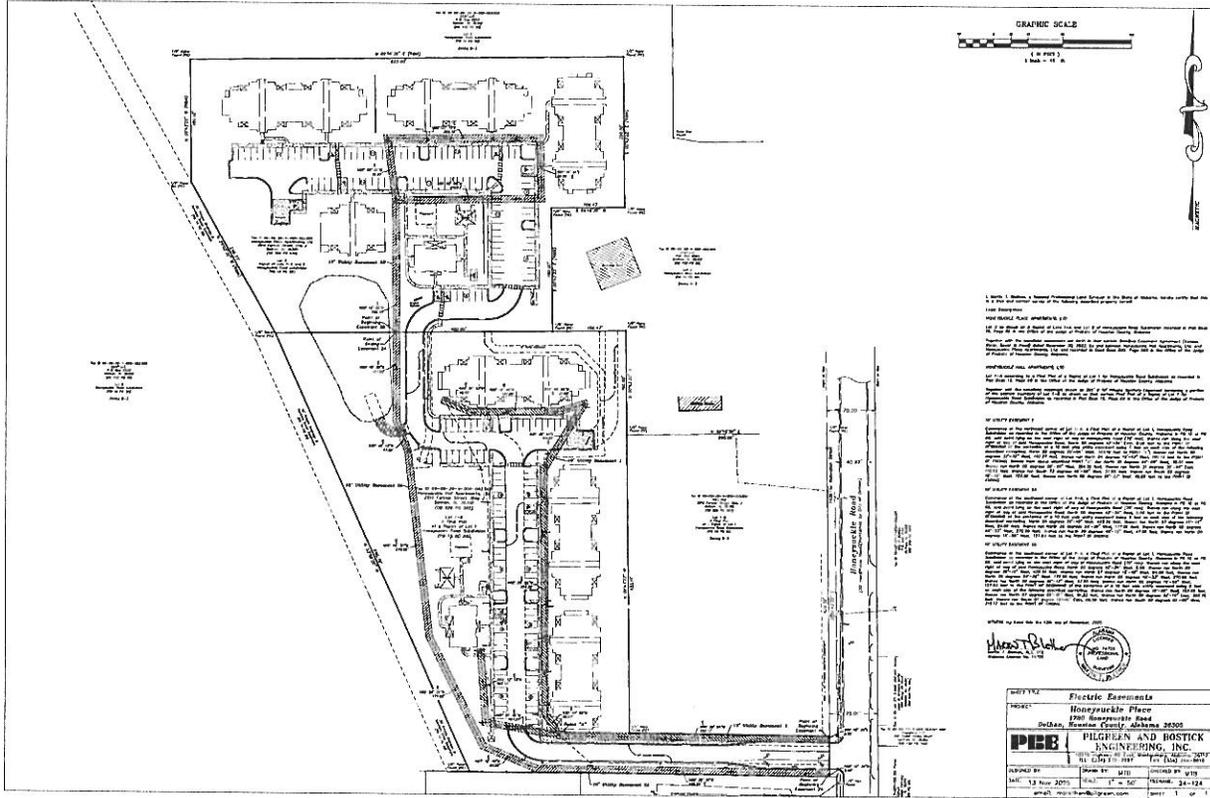
Commence at the northeast corner of Lot 1-A, a Final Plat of a Replat of Lot 1, Honeysuckle Road Subdivision as recorded in the Office of the Judge of Probate of Houston County, Alabama in PB 15 at PG 68, said point lying on the west right of way of Honeysuckle Road (70' row); thence run along the west right of way of said Honeysuckle Road, South 00 degrees 42'-34" East, 5.00 feet to the POINT OF BEGINNING of the centerline of a 10 feet wide utility easement being 5 feet on each side of the following described centerline; North 89 degrees 29'-04" West, 393.10 feet to POINT "A"; thence run North 80 degrees 32'-32" West, 107.27 feet; thence run North 04 degrees 12'-13" West, 107.14 feet to the POINT OF ENDING; thence from above described POINT "A", run North 30 degrees 44'-09" West, 38.07 feet; thence run North 00 degrees 28'-25" West, 354.32 feet; thence run North 31 degrees 35'-44" East, 110.62 feet; thence run South 73 degrees 40'-08" West, 37.65 feet; thence run South 89 degrees 19'-42" West, 127.96 feet; thence run North 68 degrees 01'-33" West, 45.62 feet to the POINT OF ENDING.

Easement 2A:

Commence at the southeast corner of Lot 1-A, a Final Plat of a Replat of Lot 1, Honeysuckle Road Subdivision as recorded in the Office of the Judge of Probate of Houston County, Alabama in PB 15 at PG 68, said point lying on the west right of way of Honeysuckle Road (70' row); thence run along the west right of way of said Honeysuckle Road, North 00 degrees 42'-34" West, 5.00 feet to the POINT OF BEGINNING of the centerline of a 10 feet wide utility easement being 5 feet on each side of the following described centerline; North 89 degrees 29'-10" West, 425.24 feet; thence run North 67 degrees 15'-45" West, 84.08 feet; thence run North 26 degrees 24'-26" West, 177.06 feet; thence run North 06 degrees 40'-33" West, 270.96 feet; thence run North 20 degrees 46'-12" West, 47.50 feet; thence run North 00 degrees 15'-55" West, 127.93 feet to the POINT OF ENDING.

EXHIBIT B

Depiction of Easement Area



Prepared by:
J. Paul Compton, Jr.
Compton Jones Drescher LLP
2170 Highland Avenue South, Suite 250
Birmingham, AL 35205

STATE OF ALABAMA)

HOUSTON COUNTY)

UTILITY EASEMENT

(Burdening Honeysuckle Place in Favor of Honeysuckle Place)

This utility easement agreement ("Agreement") is made as of this ____ day of _____, 202__ by **HONEYSUCKLE PLACE APARTMENTS, LTD.**, an Alabama limited partnership ("Grantor"), in favor of the **CITY OF DOTHAN, ALABAMA**, a municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that real property more particularly described as Lot 2, according to A Replat of Lots 1-A and Lot 2 of Honeysuckle Road Subdivision recorded in Plat Book 16, Page 86, in the Office of the Judge of Probate, Houston County, Alabama (the "Property").

WHEREAS, the Grantor heretofore granted to the Grantee an unrecorded Utility Easement (the "Prior Easement"), which was a blanket easement authorizing the construction of electric utility facilities on the Property and which contemplated this subsequent Agreement which would specifically describe the locations of such installed electric utilities, and such Prior Easement has terminated in accordance with its terms.

WHEREAS, the Grantor desires, subject to the terms hereof, to create and grant an easement through, over, under and upon a portion of the Property for the benefit of the Grantee.

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable considerations, the receipt, adequacy, and legal sufficiency of all of which hereby are acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby creates, establishes, declares, conveys, grants, and warrants unto the Grantee and its successors and assigns, a non-exclusive easement, license, right, and privilege for the installation, construction, repair, patrol, replacement, operation and maintenance of electric lines as owned and operated by Grantee, including, but not limited to, the rights to, from time to time, construct, operate, maintain, renew and rebuild overhead and underground electric distribution and communication lines, above ground, together with necessary or convenient towers, frames, poles, transformers, wires, manholes, conduits, fixtures, appliances,

protective wires and devices in connection therewith and related appurtenances and facilities (all being hereinafter referred to as the “Facilities”) through, over, under, and upon the Easement Area, as hereinafter defined, and for the purpose of ingress and egress to and from the Facilities, together with the right of Grantee to grant, or permit the exercise of, the same rights, either in whole or in part, to others, and said rights are granted to Grantee together with all rights, privileges and easements necessary or convenient for the full enjoyment and use of the Easement Area for the purposes above described, including the right of ingress and egress to and from the Easement Area over lands of the Grantor and the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on said property or that may be placed upon said property by the Grantor or any other person. Grantee shall have the right to cut, remove and dispose of dead, diseased, weak or leaning trees (hereinafter referred to as “danger trees”) on lands of the Grantor adjacent to the Easement Area which may now or hereafter strike, injure, endanger or interfere with the maintenance and operation of any of the Facilities, provided that on future cutting of such danger trees, timber so cut shall remain the property of the Grantor. Grantor shall notify Grantee of any party with whom Grantor contracts and who owns as a result thereof any danger trees to be cut as set forth above. Grantee shall also have the right to install, maintain and use anchors or guy wires on lands of the Grantor adjacent to the Easement Area.

2. Easement Area; Obligation to Amend. As used herein, the term “Easement Area” shall mean that property described on Exhibit A hereto. As an aid to the reader, the Easement Area is depicted as “Easement 2B” on Exhibit B hereto to the extent that such is located on the Property as depicted thereon.

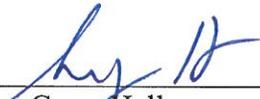
3. Conditions/Limitations. Conditions/Limitations.

- (A) The Grantee hereby agrees and binds itself to restore the existing condition of the Easement Area in a timely and professional manner whenever it is necessary to disturb the Easement Area in exercising its rights hereunder.
- (B) The Grantee shall be responsible for all maintenance of the Easement Area, including, without limitation, maintaining the Easement Area in good, sanitary, and safe condition, free from public health and safety risks and danger, and in compliance with all applicable laws. Notwithstanding this paragraph, however, Grantor shall be responsible generally for the routine maintenance of all infrastructure and items above ground, such as asphalt or concrete surfaces, vegetation and curbing, and Grantee shall not be responsible for maintenance of such items, but shall be responsible for restoring such items if they are damaged by Grantee or its agents during inspection or maintenance of the Facilities. Grantor shall hold Grantee harmless for any damage to Grantor’s property which may result from Grantor’s property being inadequate to support the equipment and vehicles customarily used by Grantee to install and maintain the Facilities. Grantor shall indemnify and hold harmless Grantee, its officials and employees for any damage to Grantee’s property caused by Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed under seal as of the day and year first above written.

HONEYSUCKLE PLACE APARTMENTS, LTD.,
an Alabama limited partnership

By: **HONEYSUCKLE PLACE GP, LLC,**
an Alabama limited liability company
Its: General Partner

By: 
Name: Gary Hall
Its: Manager

STATE OF ALABAMA)
COUNTY OF HOUSTON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary Hall, whose name as Manager of Honeysuckle Place GP, LLC, an Alabama limited liability company, as General Partner of **HONEYSUCKLE PLACE APARTMENTS, LTD.,** an Alabama limited partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company in its capacity as general partner of said limited partnership.

Given under my hand and official seal this 16th day of December, 2025.

Alisha McElroy
Notary Public, Alabama State at Large
My Commission Expires September 23, 2029


Notary Public
My commission expires: 9/23/29

[NOTARIAL SEAL]

CONSENT OF MORTGAGEE

The undersigned, as Mortgagee under that certain mortgage, related assignment of rents and leases, security agreement concerning fixtures and any other security instrument encumbering the Property (collectively, the “Security Instruments”) granted to the undersigned by Honeysuckle Place Apartments, Ltd., an Alabama limited partnership, hereby consents to the foregoing Utility Easement (the “Agreement”) and agrees that the Security Instruments shall be subject to the Agreement and any foreclosure or deed in lieu of foreclosure and subsequent transfer shall not be deemed to invalidate or nullify the foregoing Agreement.

Alabama Multifamily Loan Consortium, Inc.,
an Alabama non-profit corporation

By: Scott Miller
Name: Scott Miller
Title: Executive Director

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Scott Miller, whose name as Executive Director of Alabama Multifamily Loan Consortium, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Executive Director and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

GIVEN under my hand and official seal this 17th day of December, 2025.



Amanda R. Redman
Notary Public
My Commission Expires: 6-24-26

[NOTARIAL SEAL]

CONSENT OF MORTGAGEE

The undersigned, as Mortgagee under that certain mortgage, related assignment of rents and leases, security agreement concerning fixtures and any other security instrument encumbering the Property (collectively, the "Security Instruments") granted to the undersigned by Honeysuckle Place Apartments, Ltd., an Alabama limited partnership, hereby consents to the foregoing Utility Easement (the "Agreement") and agrees that the Security Instruments shall be subject to the Agreement and any foreclosure or deed in lieu of foreclosure and subsequent transfer shall not be deemed to invalidate or nullify the foregoing Agreement.

Alabama Multifamily Loan Consortium, Inc.,
an Alabama non-profit corporation

By: [Signature]
Name: David C. Young
Title: Multifamily Administrator

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Scott Miller, whose name as Executive Director of Alabama Multifamily Loan Consortium, Inc., an Alabama non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Executive Director and with full authority, executed the same voluntarily for and as the act of said non-profit corporation.

GIVEN under my hand and official seal this 10th day of February, 2020.

[Signature]
Notary Public
My Commission Expires: 7/19/27

[NOTARIAL SEAL]

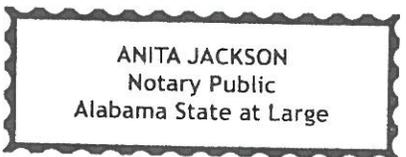


EXHIBIT A

Legal Description

Easement 2B:

Commence at the southeast corner of Lot 1-A, a Final Plat of a Replat of Lot 1, Honeysuckle Road Subdivision as recorded in the Office of the Judge of Probate of Houston County, Alabama in PB 15 at PG 68, said point lying on the west right of way of Honeysuckle Road (70' row); thence run along the west right of way of said Honeysuckle Road, North 00 degrees 42'-34" West, 5.00; thence run North 89 degrees 29'-10" West, 425.24 feet; thence run North 67 degrees 15'-45" West, 84.08 feet; thence run North 26 degrees 24'-26" West, 177.06 feet; thence run North 06 degrees 40'-33" West, 270.96 feet; thence run North 20 degrees 46'-12" West, 47.50 feet; thence run North 00 degrees 15'-55" West, 127.93 feet to the POINT OF BEGINNING of the centerline of a 10 feet wide utility easement being 5 feet on each side of the following described centerline; thence run North 00 degrees 15'-55" West, 192.45 feet; thence run North 07 degrees 59'-01" West, 91.23 feet; thence run North 89 degrees 33'-10" East, 220.76 feet; thence run South 01 degree 19'-41" East, 88.56 feet; thence run South 89 degrees 02'-09" West, 210.17 feet to the POINT OF ENDING.

EXHIBIT B

Depiction of Easement Area

