

RESOLUTION NO. _____

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

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

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

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

Section 1. That the City of Dothan enters into a temporary event license agreement with the Krewe of Kolosse for use of the leased Southeast Alabama Community Theatre's parking lot for activities related to the 2026 Mardi Gras Parade.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Temporary Event License Agreement

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

1. Grant of License; Purpose; No Tenancy.

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

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

2. Term; City Suspension/Termination.

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

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

3. Event Plan; Restrictions; Compliance.

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

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

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

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

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

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

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

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

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

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

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

6. **Insurance.**

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

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

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

7. Indemnification; Damage; Reporting.

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

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

8. Fees; Donation.

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

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

9. Vendors and Contractors; Participants.

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

10. Notices.

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

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City of Dothan, Office of the City Manager

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

126 North Saint Andrews Street, Suite 201

Dothan, AL 36303

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

Dothan Downtown Redevelopment Authority (DDRA) – copy

Attn: Mr. Pat Thomas, Chairman

P.O. Box 896

Dothan, AL 36302

Email: _____

Southeast Alabama Community Theatre (SEACT) – copy

Attn: Director, Jennifer Doherty

909 S. Saint Andrews Street

Dothan, AL 36301

Email: seact@seact.com

Krewe of Kolosse (KOK)

Attn: Mr. Harry Hall

100 Adris Pl

Dothan, AL 36303

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

11. Miscellaneous.

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

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

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

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

Acknowledgment and Consent by SEACT.

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

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

Attachments:

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

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

Signature Page Follows

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City of Dothan (the City)

By: _____

Name: Mark Saliba

Title: Mayor

Date: _____

Dothan Downtown Redevelopment Authority (DDRA) – Acknowledgment

By: Pat Thomas

Name: Pat Thomas

Title: Chairman

Date: 1/13/2026

Krewe of Kolosse (KOK)

By: Harry P. Hall II

Name: HARRY P. HALL, II

Title: Captain

Date: 1-9-26

Southeast Alabama Community Theatre (SEACT) – Consent

By: Jennifer L. Doherty

Name: Jennifer L. Doherty

Title: Executive Director

Date: 1/13/2026

Exhibit B

2026 KOK Mardi Gras VIP Area

Event Plan

Schedule:

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

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

Load Out: 12/15/26 by EOD

Equipment List:

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

Mobile Bar (provide drinks for attendees of VIP Experience)

Freezer Truck (house supplies for mobile bar/cook)

Coolers (provided by Coke of Dothan)

Tents, Picnic Tables, Bleachers, Bike Racks

Sanitation:

Restrooms, Trash Cans provided by Martin Environmental

Ingress/Egress:

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

Safety:

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

Exhibit B, continued

Site Map:

