



CITY OF BOAZ
Council Meeting Agenda
January 12, 2026
Boaz Public Library, Mastin Conference Room – 6:00 PM

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Would anyone like to speak under Public Comments?
- V. Adoption of Agenda
- VI. Reading and/or Approval of Minutes of Previous Council Meeting
 - [1.](#) Adopt the Council Meeting minutes from December 15, 2025.
- VII. Council Member Reports
 - [1.](#) Boaz Senior Center report for December 2025.
 - [2.](#) Boaz Public Library report for December 2025.
 - [3.](#) Boaz Street Department report for December 2025.
 - [4.](#) Boaz Fire Department report for December 2025.
 - [5.](#) Boaz Police Department report for December 2025.
 - [6.](#) Boaz Parks and Recreation report for December 2025.
- VIII. New Business
 1. Presentation- Katy Norton, Marshall County Tourism and Sports
 - [2.](#) Rebuild Alabama Report- Katie Warren, Volkert
 - [3.](#) Accounts Payable - Approve the accounts payable voucher dated December 12, 2025 through January 6, 2026 totaling \$2,125,098.44.
 4. Approve the solicitation of bids for Boaz Recreation Center HVAC repairs found on maintenance.
 - [5.](#) Adopt Resolution No. 2026-1928 authorizing the purchase of a LIFEPAK 35 from Stryker Sales, LLC as a Sole Source Product in the amount of \$51,347.25 and to trade in a LP15 V4 LOW FOR LP35 for a credit of \$6,000 leaving an authorized amount of \$46,141.72 to be paid to Stryker Sales, LLC from the Public Safety Fund.
 - [6.](#) Adopt Resolution No. 2026-1929 authorizing the purchase of a service agreement from Stryker Sales, LLC as a Sole Source Product in the amount of \$30,750.00 with 3 annual payments of \$10,250.00 to be paid to Stryker Sales, LLC from the Public Safety Fund.

7. Adopt Resolution No. 2026-1930 authorizing an agreement with Alabama Department of Transportation for Project Number BR-0205 (507), Bridge Replacement and Approaches on SR-205 over ATN Railroad (BIN# 000438), including the Realignment of SR-205 and Old Guntersville Gadsden Road.
8. Adopt Resolution No. 2026-1931 authorizing Mayor Walker to enter into a non-exclusive Agreement between the City of Boaz, Alabama and Volkert, Inc., for one year of Civil Engineering Services, on behalf of the City of Boaz, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the document attached to Resolution No. 2024-1848 and identified as "Agreement for Professional Services Between Owner and Consultant Engineer" consisting of a total of thirty-five (35) pages and the date of January 12, 2026, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Boaz, Alabama.
9. Adopt Resolution No. 2026-1932 authorizing Change Order No. 1 for the Boaz Outlet Center Property Improvements Project (Bid No. 2025-07-130) increasing the total contract amount not to exceed \$1,723,252.01, bringing the revised total contract price to approximately \$6,108,983.52.
10. Adopt Resolution No. 2026-1933 authorizing the purchase of (2) Dell Pro Rugged 14 RB14250; (6) Dell Pro Micro QCM1250; and (13) Dell Pro Rugged 14RB14250 computers for the Boaz Police Department from Dell Technologies through OMNIA- National Cooperative Purchasing Alliance (NCPA) for a total amount of \$34,113.56 to be paid from the Capital Projects Fund.
11. Adopt Resolution No. 2026-1934 authorizing the purchase of (5) Dell Pro 24 All-in-One (65W) QC24250 computers for the Boaz Parks and Recreation Department from Dell Technologies through OMNIA- National Cooperative Purchasing Alliance (NCPA) for a total amount of \$6,567.50 to be paid from the Capital Projects Fund.
12. Appoint Tony King to the Boaz Water and Sewer Board with a term expiring March 2, 2031.
13. Reappoint Johnny Pullen to the Boaz Water and Sewer Board with a term expiring March 2, 2031.
14. Appoint Keith Hawkins to the Boaz Planning Commission to replace Steven Bates with a term expiring December 1, 2028.

IX. Public Comments

X. Mayor's Comments

1. The next Council Meeting will be January 26, 2026.

XI. Adjourn



CITY OF BOAZ
Council Meeting Minutes
December 15, 2025
Boaz Senior Center – 6:00 PM

I. Call to Order

Mayor Walker called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor Tim Walker
Council Member Rodney Frix
Council Member Steven Bates
Council Member Alan Hales
Council Member Matt Brannon
Council Member Caleb Williams

II. Invocation

Mayor Walker gave the Invocation.

III. Pledge of Allegiance

Council Member Brannon led the Pledge of Allegiance.

IV. Would anyone like to speak under Public Comments?

Mayor Walker asked if anyone would like to speak under Public Comments. There was no response.

V. Adoption of Agenda

Motion made by Council Member Hales, Seconded by Council Member Brannon. The motion passed by unanimous voice vote.

VI. Reading and/or Approval of Minutes of Previous Council Meeting

1. Adopt the Council Meeting minutes from December 1, 2025.

Motion made by Council Member Frix, Seconded by Council Member Williams. The motion passed by unanimous voice vote.

VII. Council Member Reports

1. Boaz Senior Center report for November 2025.

Council Member Frix gave a report on the Boaz Senior Center for November 2025. See attached report.

2. Boaz Public Library report for November 2025.

Council Member Frix gave a report on the Boaz Public Library for November 2025. See attached report.

3. Boaz Street Department report for November 2025.

Council Member Bates gave a report on the Boaz Street Department for November 2025. See attached report.

4. Boaz Fire Department report for November 2025.

Council Member Hales gave a report on the Boaz Fire Department for November 2025. See attached report.

5. Boaz Police Department report for November 2025.

Council Member Brannon gave a report on the Boaz Police Department for November 2025. See attached report.

6. Boaz Parks and Recreation report for November 2025.

Council Member Williams gave a report on the Boaz Parks and Recreation Department for November 2025. See attached report.

VIII. New Business

1. Police Department Presentation

Police Chief Mike Turner presented Dakota Glenn with a Letter of Commendation for going above and beyond the call of duty. See attached letter. Mayor Walker thanked Officer Glenn and said he appreciated every one of the police officers.

2. Accounts Payable - Approve the accounts payable voucher dated November 26, 2025 through December 5, 2025 totaling \$193,373.79.

Motion made by Council Member Frix, Seconded by Council Member Hales. Mayor Walker announced these are posted for viewing. The motion passed by unanimous voice vote.

3. Adopt Resolution No. 2025-1924 authorizing an economic development agreement with B101 Boaz, LLC (Burger 101 Boaz).

Motion made by Council Member Williams, Seconded by Council Member Brannon. Mayor Walker recognized Burger 101 for being present.

Voting Yea: Mayor Walker, Council Member Frix, Council Member Bates, Council Member Hales, Council Member Brannon, Council Member Williams

4. Adopt Resolution No. 2025-1925 approving and authorizing the execution of a settlement agreement and mutual release of claims by and between Ronald Edmondson and Shirley Edmondson; Mark Layne Turk; and the City of Boaz, Alabama.

Motion made by Council Member Brannon, Seconded by Council Member Williams. Council Member Frix stated he would be abstaining due to being on the Planning Commission when this initially came before the Planning Commission. Council Member Bates stated he would also be abstaining due to his involvement in the Planning Commission during this time.

Voting Yea: Mayor Walker, Council Member Hales, Council Member Brannon, Council Member Williams

Voting Abstaining: Council Member Frix, Council Member Bates

Motion carries.

5. Appoint Boaz City School Board Member with a term expiring April 26, 2028.

Motion made by Council Member Williams to appoint Keith Bennett to the School Board starting immediately effective through the term expiring April 26, 2028, Seconded by Council Member Brannon.

Voting Yea: Mayor Walker, Council Member Frix, Council Member Bates, Council Member Hales, Council Member Brannon, Council Member Williams

6. Adopt Resolution No. 2025-1926 to adopt the Fiscal Year 2025-2026 General Fund Budget.

Motion made by Council Member Bates, Seconded by Council Member Hales.

Voting Yea: Mayor Walker, Council Member Frix, Council Member Bates, Council Member Hales, Council Member Brannon, Council Member Williams

7. Adopt Resolution No. 2025-1927 to approve Change Order 1 for Bid No. 2024-10-124, Corley Avenue Widening, to adjust the total contract awarded to Vulcan Materials Asphalt and Construction, LLC to \$565,191.21. The field work is complete and the quantity adjustments for actual work completed resulted in a \$38,526.45 total deduction from the awarded bid amount of \$603,717.66

Motion made by Council Member Frix, Seconded by Council Member Williams. Mayor Walker thanked Katie Warren of Volkert for her work on this.

Voting Yea: Mayor Walker, Council Member Frix, Council Member Bates, Council Member Hales, Council Member Brannon, Council Member Williams

8. Executive Session to discuss economic development projects and general reputation and character.

Motion made by Council Member Hales to enter into Executive Session at 6:17 P.M., Seconded by Council Member Brannon.

Voting Yea: Mayor Walker, Council Member Frix, Council Member Bates, Council Member Hales, Council Member Brannon, Council Member Williams

Motion made by Council Member Brannon to close the Executive Session at 8:11 P.M., Seconded by Council Member Williams.

Voting Yea: Mayor Walker, Council Member Frix, Council Member Bates, Council Member Hales, Council Member Brannon, Council Member Williams

IX. Public Comments

No public comments.

X. Mayor's Comments

1. The next Council Meeting will be January 12, 2026 at the Boaz Public Library Mastin Room.

Mayor Walker announced the next Council Meeting will be January 12, 2026 at the Boaz Public Library Mastin Room and wished everyone a Merry Christmas.

XI. Adjourn

The Council Meeting adjourned at 8:11 P.M.

Motion made by Council Member Bates, Seconded by Council Member Williams. The motion passed by unanimous voice vote.

Tim Walker
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

Boaz Senior Center

November, 2025

During the month of November:

We served 1,339 meals. Of these meals 711 were home delivered. There were 628 meals served here at the center.

We had a total of 520 passenger trips. Vehicle miles were 1,698.

Susan Duvall

Boaz Senior Center-Director

Boaz Public Library
December 15, 2025
Council Meeting

Statistics for November 2025

Total items checked out, including print and digital = 10,338

Internet uses = 2,975

New registered patrons = 61

In Person/Virtual/Recorded Programs = 16 with 652 in attendance

Passive Programs = 10 with 956 participating

Total library visits = 3,790

Announcements

Be sure to check the library's website and Facebook page for up-to-date information on programs and services.

Monthly Report for Boaz Public Library: November 2025			Director: Lynn Burgess
Print Circulation	Adult	YA	Juvenile
Books	2031	291	4336
Print Magazines	9	0	0
Print Circulation Total	2040	291	4336
Physical Audio/Video Circ.			
DVD	310	0	275
CD	30	0	6
Physical Audio/Video Total	340	0	281
Other Physical Circulation			
Games	14	0	42
Microfilm	0	0	0
Other Physical Material	13	0	174
Other Physical Total	27	0	216
Electronic Circulation			
eBooks	637	19	591
eMagazines	201	0	0
Downloadable Audio	1095	57	95
Streaming Video	81	0	31
Electronic Total	2014	76	717

Interlibrary Loan	Loaned: 0	Borrowed: 0	Total: 0
Internet Usage	Adult: 567	Children: 0	Wireless: 2408
New Borrowers	Juvenile: 18	Adult: 43	Total: 61
Reference Questions	Total: 523	Volunteer Hours	Total: 5

Library Resources	Added	Deleted
Books	106	34
CD's	2	0
DVD's	18	0
Other	2	0

Programs	Children 0-5	Juvenile 6-11	YA 12-18	Adult 19+	General All Ages	Total
In Person/Live Virtual Programs	6	2	1	0	7	16
In Person/Live Virtual Attendance	282	141	7	0	222	652
Recorded Programs	0	0	0	0	0	0
Recorded Views	0	0	0	0	0	0
Passive Programs	1	6	0	0	3	10
Passive Attendance	20	449	0	0	487	956

Total Material Circulation	Total Electronic Circulation	Grand Total Circulation	Total Internet	Library Visits
7531	2807	10338	2975	3790

Boaz Public Library
Programs & Activities
November 2025

November 4, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Sneeze, Big Bear, Sneeze" by Maureen Wright. We colored leaf pictures and did a hidden pictures puzzle.

41 Children and 29 Adults

November 5, 2025

All Ages - Homeschool Hangout - Mrs. Savannah discussed an online service: Kuzko History and ABC Mouse. Then, we played several rounds of Bingo for prizes.

45 Children, 4 YA, and 17 Adults

November 7, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Sneeze, Big Bear, Sneeze" by Maureen Wright. We colored leaf pictures and did a hidden pictures puzzle.

16 Children and 13 Adults

November 8, 2025

All Ages - A Brief and Sometimes Silly History of Music - Snead State Six used props and songs to demonstrate how music has changed throughout the years.

5 YA and 14 Adults

November 12, 2025

All Ages - Crafternoon - Patrons made vases out of old books.

9 Children, 2 YA, and 11 Adults

November 13, 2025

Juvenile - Snack Skills - Children followed along as Mrs. Savannah demonstrated how to make Oreo Turkey Balls.

61 Children and 25 Adults

November 14, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "There Was an Old Lady Who Swallowed Some Leaves!" by Lucille Colandro. We made paper plate scarecrows from kits.

16 Children and 14 Adults

November 17, 2025

All Ages - Snead State Fall Concert Preview - Snead State's Music Department performed a preview of their Fall Concert for patrons

3 Children, 14 YA, and 23 Adults

November 18, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "No Thanks, Said Turkey" by Jeffery Burton. We made papier-mache pumpkins with a glue mixture and tissue paper.

26 Children and 18 Adults

November 18, 2025

Young Adult - Teen Tuesday - Teens learned to crochet with mini crochet kits.

6 YA and 1 Adult

November 18, 2025

All Ages - Family Night - Families enjoyed a Native Animals presentation by the Anniston Museum.

13 Children, 5 YA, and 15 Adults

November 19, 2025

All Ages - Let's Cook - Patrons learned how to make Dump & Go Cobblers.

5 Adults

November 20, 2025

Juvenile - STEAM Day - Children could hang out and play with Play-Doh by using playmats, tools, or their imagination.

33 Children, 2 YA, and 20 Adults

November 20, 2025

All Ages - Art Exhibition with Snead State's Arts Students - Patrons toured the library viewing the artwork Snead State art students had on display throughout the library

17 YA and 20 Adults

November 21, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "No Thanks, Said Turkey" by Jeffery Burton. We made papier-mache pumpkins with a glue mixture and tissue paper.

24 Children and 18 Adults

November 25, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Fangsgiving" by Ethan Long. We made a "spooky" craft, trick-or-treated, and had cupcakes.

39 Children and 28 Adults

Passive Programs

Golden Ticket	0
I Spy Tank	102
Hide and Seek	177
Family Room	73
Craft Corner	38
STEAM Area	43
Lego Tables	29
Puzzle Table	9
Reading Dragons	405
Question of the Month	60
1,000 Books Before Kindergarten	20

November 2025 Load Sheet Totals - Street Dept.

Leaf Truck/ Sweeper – 104 loads

Limbs – 53 loads

Junk/Rubbish – 93 loads

Litter – 29 bags

Notes:

Boaz FD Activities Report

Please scale to "printable area" when printing

Months in Incident times dispatch call creation date/time
11/2025

Count of Total Incidents

Formula
134

Fire Calls

Formula
3

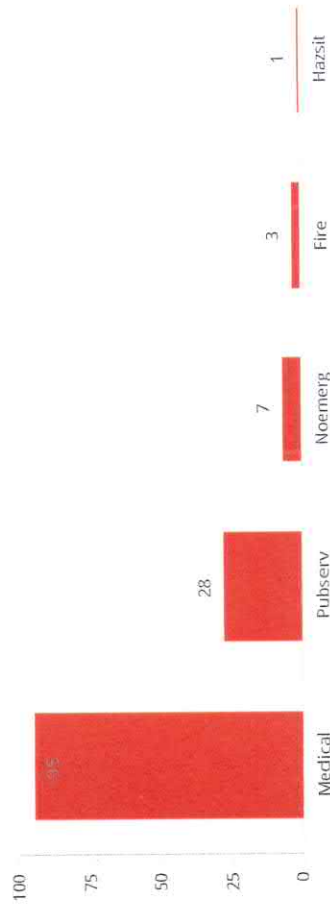
EMS Calls

Formula
95

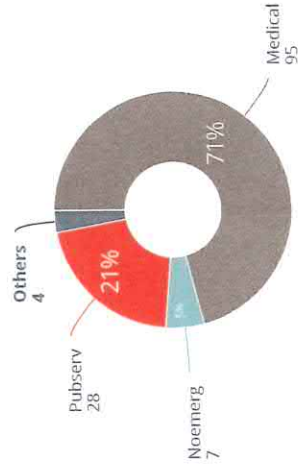
Other Calls

Formula
36

Count of Incidents by Incident Type Group



Percentage of Incident Type Group



Count of Incidents by Type

Core primary incident type category	Core primary incident type subcategory	# of unique Core incident number
Fire	Outside fire	2
	Transportation fire	1
Hazard	Hazard non-chemical	1
	Illness	67
Medical	Injury trauma	26
	Medical other	2
Noemerg	False alarm	5
	Good intent	1
Pubserv	NVA	1
	Alarms non medical	8
	Citizen assist	20
# of unique Core incident number		134

Number of Inspections

Number of Inspections
21

Number of Hydrant Task

Number of Hydrant Task
125

Training Hours

Credit Name	Total Hours
ISO Company Training	399
ISO Existing Driver/Operator Training	20
ISO HazMat Training	6
ISO New Driver/Operator Training	1
ISO Recruit Training Program	80

Operational Task

Task Type	Task Name	Task Note	Days in Task Completed Date	Task Shift
Weekly Bay Cleaning	Weekly Bay Cleaning	N/A	11/3/25	A Shift
Monthly Station Deep Clean	N/A	Deep cleaned the station.	11/4/25	B Shift
Annual Ladder Test	N/A	Annual test for ladders on all apparatus compl...	11/4/25	B Shift
Weekly Truck Cleaning	N/A	Washed all trucks.	11/5/25	C Shift
Daily Station Cleaning	Station Cleaning	cleaned station	11/6/25	A Shift
Daily Station Cleaning	N/A	Cleaned station.	11/8/25	C Shift
Weekly Bay Cleaning	Weekly Bay Cleaning	Washed out the bay floors.	11/10/25	B Shift
Daily Station Cleaning	N/A	Cleaned station.	11/11/25	C Shift
Weekly Truck Cleaning	Truck cleaning	N/A	11/12/25	A Shift
Daily Station Cleaning	Station Cleaning	station cleaning	11/15/25	A Shift
Weekly Apparatus Maintenance	N/A	Checked all trucks.	11/17/25	C Shift
Weekly Bay Cleaning	N/A	Cleaned bay.	11/17/25	C Shift
Weekly Truck Cleaning	Truck Cleaning	U1, E1, E2, E8, & B1 cleaning	11/19/25	B Shift
Daily Station Cleaning	N/A	Cleaned station.	11/20/25	C Shift
Daily Station Cleaning	Station Cleaning	N/A	11/22/25	B Shift
Daily Station Cleaning	N/A	N/A	11/25/25	B Shift
Daily Station Cleaning	N/A	Cleaned Station.	11/29/25	C Shift

Community Events

Event Type	Event Name	Days in Event On-Site	End Date	Event Shift	Event Note
Community Sponsored Event	Touch a Truck	11/1/25		B Shift	Touch a truck at Tractor Supply with Boaz PD
Program Weather Radio		11/4/25		B Shift	N/A
Smoke Alarm Install	N/A	11/4/25		B Shift	Added 1 smoke detector and changed out 3 b...
Station Tour	Station Tour	11/7/25		B Shift	Station tour.
Assist City Hall	Moved Furniture	11/7/25		B Shift	Assisted City hall with moving a desk.
Assist City Hall	Moved Furniture	11/10/25		B Shift	Moved furniture for City Hall
Station Tour	Station Tour	11/13/25		B Shift	Special Education Class from Douglas Eleme...
City Sponsored Event	5/10K Run for Rescues	11/22/25		B Shift	5/10K Run for Rescues

Boaz Police Stats

November 2025

Arrest: 62

Response Calls: 1969

Incident Reports: 94

Traffic Citations: 348

To Include:

Written Warnings: 146

Verbal Warnings: 112

Accidents: 20

Private Property Accidents: 8

Fatalities: 0

Animal Control

Response Calls: 38

Animals Picked Up: 23

Sheltered: 21

November 2025 Parks and Recreation Report

For the month of November, our Parks and Recreation Department saw steady participation across our programs. We had **24 participants in water aerobics** and **21 participants in yoga**.

Regarding facility reservations, we recorded:

- **23 reservations** for the natatorium,
- **16 reservations** for the conference rooms,
- **16 reservations** for pickleball, and
- **12 reservations** for the basketball courts.

In November, we also hosted the **AG Gun Shows**, began **recreation basketball league practices**, and welcomed **Boaz City Schools' Parents as Teachers program** for their annual Thanksgiving meal.

Our Veterans Day Celebration was held on **Tuesday, November 11th** at the Jimmy Harris VFW Hall here in Boaz. Lunch was provided through a partnership between the **City of Boaz, Boaz Parks & Recreation**, and **Dale's BBQ**. We were honored to have **Kelli Dodd-Steffen** perform both the National Anthem and *God Bless America*. The event was emceed by **Suzanne Brummet**, and our guest speaker was **Beecher Hyde**. It was a meaningful and well-attended celebration in honor of our local veterans.

Additionally, I'd like to report on the 8th Annual Runnin' for Rescues.

The event took place on **Saturday, November 22, 2025**, and we are proud to share that we had a **record number of registrations this year — 348 total** across the Sleep-In option, the 5K, and the 10K. It was an outstanding turnout and a great day for the community.

Moving into December, **basketball games have officially begun**, and we successfully hosted our annual **Boaz Fast Break Basketball Play Date** from December 5th through 7th, with **46 teams participating**.

Looking ahead, our facility flooring replacement project will begin on **December 21st** and is expected to take approximately **14 days** to complete. To allow the crew full access to work, the Rec Center will be **closed December 21st through December 28th**.

Conference rooms will remain open but with **limited availability from December 15th through January 14th**, until the full project is complete.

**Boaz Police Department**

101 Line Avenue
Boaz, AL 35957

Chief of Police Mike Turner
Deputy Chief Michael Hempel

Phone 256-593-6812 Fax 256-593-3088

Bravery Professionalism Dignity

Letter of Commendation

12/11/2025

To: Officer Dakota Glenn

From: Deputy Chief Michael Hempel

CC: Chief of Police Mike Turner, Capt. Jonathan Rohlf

It has been brought to the attention of Deputy Chief Hempel that Officer Dakota Glenn has gone above and beyond the call of duty in his service to the community. A homeless woman has been living out of her vehicle in the Boaz area, and on multiple occasions Officer Glenn has shown her extraordinary compassion and support.

On one particularly cold night, Officer Glenn located the woman and found that her car was not running. When he asked why she did not have the vehicle on for heat, she explained that she was nearly out of gas. Without hesitation, Officer Glenn followed her to a nearby gas station and, using his own money, filled her tank so she could stay warm and safe.

On a separate occasion—Thanksgiving Day—Officer Glenn again sought out the same woman and ensured she had a warm holiday meal.

I commend Officer Glenn for his kindness, empathy, and dedicated service. His actions reflect great credit upon himself, the Boaz Police Department, and the community he serves. His compassion does not go unnoticed.

Mike Turner, Chief of Police

Michael Hempel, Deputy Chief

Boaz Senior Center

December 2025

During the month of December:

We served 1,432 meals. Of these meals 890 were home delivered. There were 542 meals served here at the center.

We had a total of 494 passenger trips. Vehicle miles were 1,234.

Susan Duvall

Boaz Senior Center-Director

Boaz Public Library
January 12, 2026
Council Meeting

Statistics for December 2025

Total items checked out, including print and digital = 10,358
Internet uses = 2,708
New registered patrons = 39
In Person/Virtual/Recorded Programs = 14 with 565 in attendance
Passive Programs = 10 with 731 participating
Total library visits = 3,843

Announcements

In celebration of America's 250th anniversary, the Library will be hosting special events throughout the year. Our schedule will be available soon, so be sure to follow the library's website and Facebook page for the latest program updates.

Monthly Report for Boaz Public Library: December 2025			Director: Lynn Burgess
Print Circulation	Adult	YA	Juvenile
Books	1909	335	4408
Print Magazines	4	0	0
Print Circulation Total	1913	335	4408
Physical Audio/Video Circ.			
DVD	240	0	225
CD	65	0	5
Physical Audio/Video Total	305	0	230
Other Physical Circulation			
Games	7	9	36
Microfilm	0	0	0
Other Physical Material	0	2	153
Other Physical Total	7	11	189
Electronic Circulation			
eBooks	699	25	730
eMagazines	254	0	0
Downloadable Audio	1009	38	65
Streaming Video	118	0	22
Electronic Total	2080	63	817

Interlibrary Loan	Loaned: 0	Borrowed: 0	Total: 0
Internet Usage	Adult: 458	Children: 0	Wireless: 2250
New Borrowers	Juvenile: 10	Adult: 29	Total: 39
Reference Questions	Total: 519	Volunteer Hours	Total: 5

Library Resources	Added	Deleted
Books	93	12
CD's	11	0
DVD's	3	1
Other	14	0

Programs	Children 0-5	Juvenile 6-11	YA 12-18	Adult 19+	General All Ages	Total
In Person/Live Virtual Programs	6	2	1	0	5	14
In Person/Live Virtual Attendance	224	105	7	0	229	565
Recorded Programs	0	0	0	0	0	0
Recorded Views	0	0	0	0	0	0
Passive Programs	1	6	0	0	3	10
Passive Attendance	7	373	0	0	351	731

Total Material Circulation	Total Electronic Circulation	Grand Total Circulation	Total Internet	Library Visits
7398	2960	10358	2708	3843

Boaz Public Library
Programs & Activities
December 2025

December 2, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "We Disagree About This Tree" by Ross Collins. We painted wooden Christmas trees with watercolors.

23 Children and 20 Adults

December 3, 2025

All Ages - Homeschool Hangout - Homeschool students painted two crafts of their choice for Christmas gifts.

56 Children, 5 YA, and 21 Adults

December 5, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "We Disagree About This Tree" by Ross Collins. We painted wooden Christmas trees with watercolors.

19 Children and 11 Adults

December 8, 2025

All Ages - Family Night: Gingerbread Houses - Families had fun making and decorating gingerbread houses.

33 Children, 8 YA, and 24 Adults

December 9, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Pete the Cat's 12 Groovy Days of Christmas" by Kimberly and James Dean. We made reindeer from foam kits.

19 Children and 11 Adults

December 9, 2025

All Ages - Snead State Christmas Caroling - Snead State's Music Department led patrons in sing-along Christmas carols.

12 YA and 18 Adults

December 10, 2025

All Ages - Crafternoon - Patrons made keepsake ornaments.

22 Children, 2 YA, and 19 Adults

December 11, 2025

Juvenile - Snack Skills - Children decorated cupcakes with icing, sprinkles, candy, and more.

28 Children and 22 Adults

December 12, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "Pete the Cat's 12 Groovy Days of Christmas" by Kimberly and James Dean. We made reindeer from foam kits.

14 Children and 15 Adults

December 16, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "The Night Before Christmas" by Clement Moore. Santa (Santa Gaither) stopped by to visit the children. We made Santa's beard from kits and had cupcakes.

37 Children and 26 Adults

December 16, 2025

Young Adult - Teen Tuesday - Teens made stuffed Teddy Bears and decorated cupcakes.

7 YA

December 17, 2025

All Ages - Let's Cook - Patrons learned how to make Breakfast Casserole.

1 Child, 1 YA, 7 Adults

December 18, 2025

Juvenile - STEAM Day - Children painted two crafts of their choice for Christmas gifts.

36 Children, 3 YA, and 16 Adults

December 19, 2025

Preschool - Preschool Storytime - Mrs. Savannah led Storytime by marching, playing instruments, singing, and reading "The Night Before Christmas" by Clement Moore. Santa (Santa Gaither) stopped by to visit the children. We made Santa's beard from kits and had cupcakes.

16 Children and 13 Adults

Passive Programs

Golden Ticket		
I Spy Tank	83	
Hide and Seek	123	
Family Room	65	
Craft Corner	42	
STEAM Area	43	
Lego Tables	22	
Puzzle Table	12	
Reading Dragons	274	
Question of the Month		60
1,000 Books Before Kindergarten		7

December 2025 Load Sheet Totals - Street Dept.

Leaf Truck/ Sweeper – 139 loads

Limbs – 55 loads

Junk/Rubbish – 100 loads

Litter – 116 bags

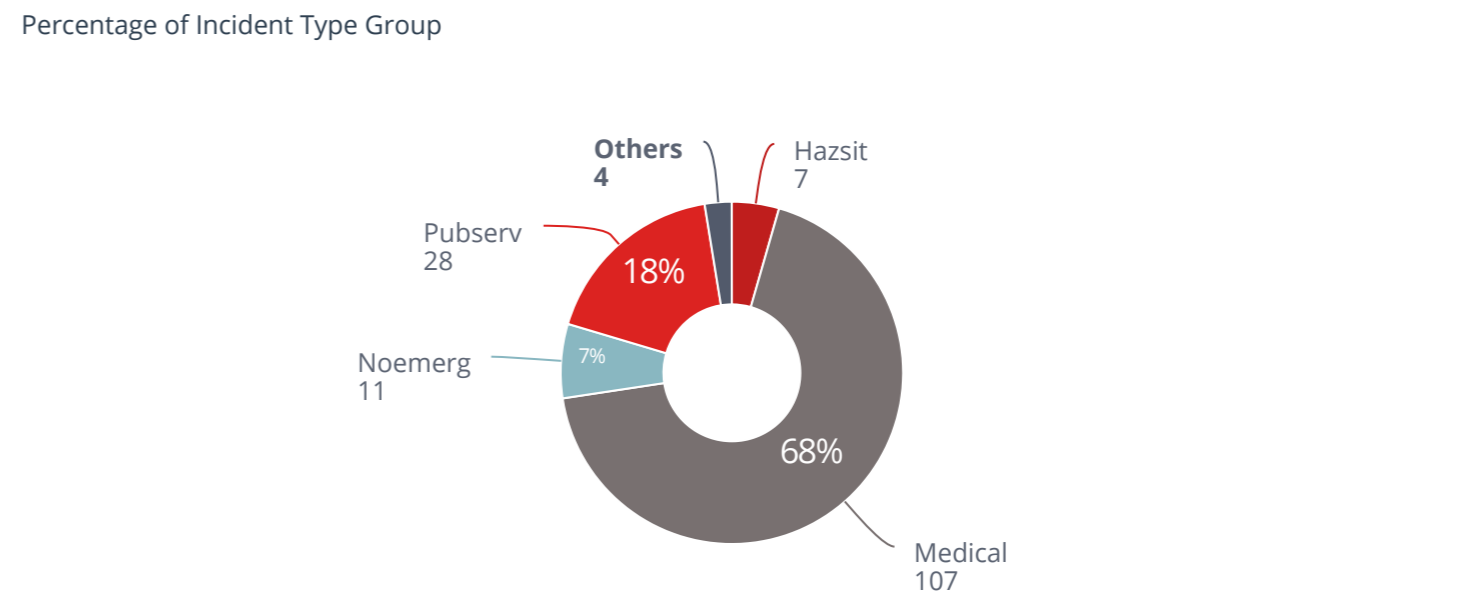
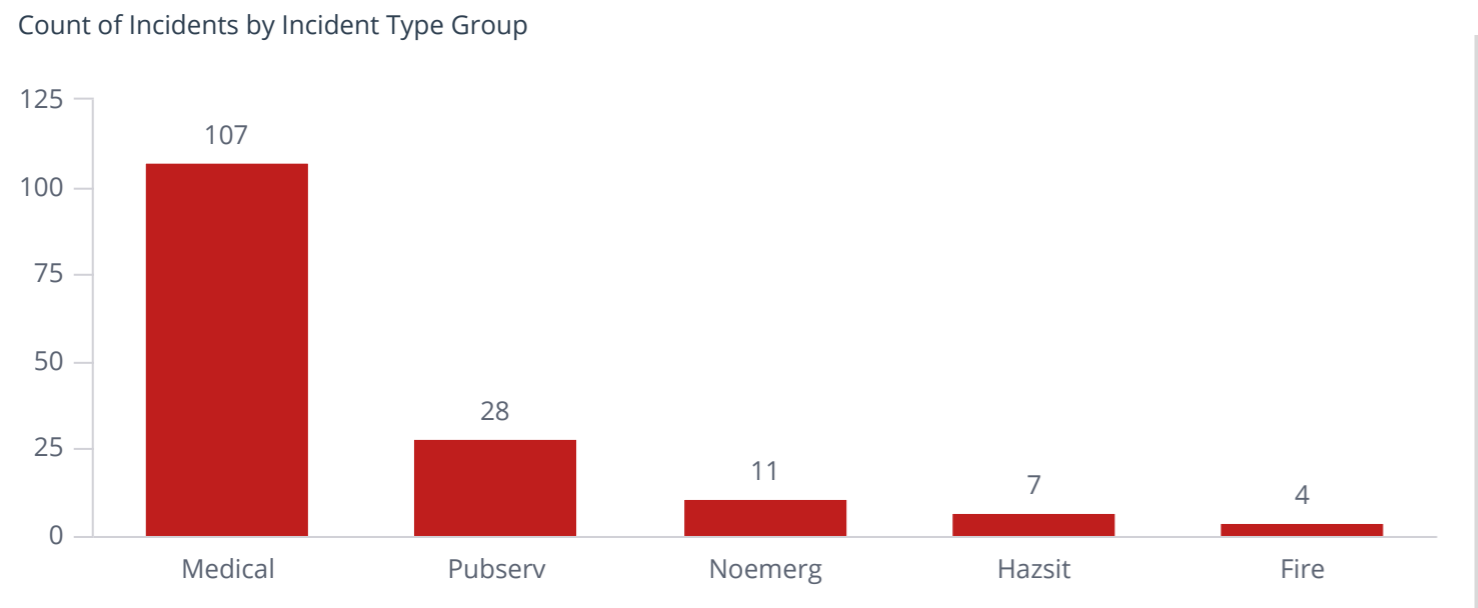
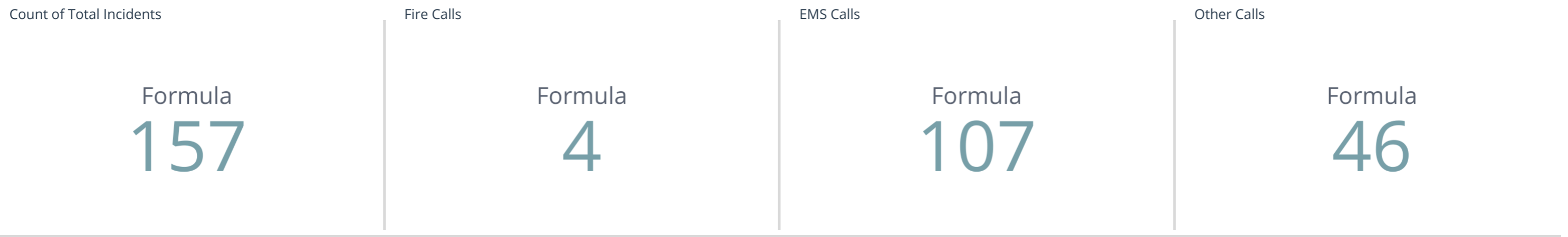
Notes:

Boom trucks have been picking up leaves as they can. Boom trucks picked up 50 loads.

Boaz FD Activities Report

Please scale to "printable area" when printing

Months in Incident times dispatch call creation date/time
12/2025



Count of Incidents by Type

Core primary incident type category	Core primary incident type subcategory	# of unique Core incident number
Fire	Outside fire	3
	Structure fire	1
Hazit	Hazard non chemical	5
	Hazardous materials	1
	Investigation	1
Medical	Illness	74
	Injury trauma	29
	Medical other	4
Noemerg	False alarm	10
	N/A	1
Pubserv	Alarms non medical	1
	Citizen assist	26
	Public service other	1
# of unique Core incident number		157

Number of Inspections

Number of Inspections
20

Number of Hydrant Task

Number of Hydrant Task
0

Training Hours

Credit Name	Total Hours
	true
ISO Company Training	350.5
ISO Existing Driver/Operator Training	13
ISO Facilities Training	80

Operational Task

Task Type	Task Name	Task Note	Days in Task Completed Date	Task Shift
Monthly Drug Checks	Monthly Drug Checks	N/A	12/1/25	B Shift
Weekly Bay Cleaning	Weekly Bay Cleaning	N/A	12/1/25	B Shift
Annual Pump Test	Annual Pump Test	Annual Pump Test at Sardis Fire Department	12/1/25	B Shift
Monthly Station Deep Clean	N/A	Deep Cleaned whole station.	12/2/25	C Shift
Weekly Apparatus Maintenance	N/A	Checked all trucks.	12/8/25	C Shift
Weekly Bay Cleaning	N/A	Cleaned bay.	12/8/25	C Shift
Daily Station Cleaning	N/A	Cleaned station.	12/11/25	C Shift
Weekly Truck Cleaning	N/A	Checked and cleaned all trucks.	12/17/25	C Shift
Daily Station Cleaning	N/A	Cleaned station.	12/20/25	C Shift
Daily Station Cleaning	N/A	Cleaned Station.	12/23/25	C Shift
Weekly Apparatus Maintenance	N/A	Checked all trucks and equipment.	12/29/25	C Shift
Weekly Bay Cleaning	N/A	Cleaned Bays.	12/29/25	C Shift
Weekly Truck Cleaning	Truck Cleaning	R1, E1, E2	12/31/25	B Shift

Community Events

Event Type	Event Name	Days in Event On-Site End Date ^	Event Shift	Event Note
Community Sponsored Event	Christmas Parade	12/5/25	C Shift	Christmas Parade.

Boaz Police Stats

December 2025

Arrest: 76

Response Calls: 1998

Incident Reports: 91

Traffic Citations: 604

Written Warnings: 280

Verbal Warnings: 96

Accidents: 22

Private Property Accidents: 5

Fatalities: 0

Animal Control

Response Calls: 66

Animals Picked Up: 44

Sheltered: 33



December 2025 Parks & Rec Report

For the month of December, our facilities continued to see strong and consistent use. We hosted seven natatorium rentals, seven conference room rentals, thirteen pickleball reservations, and four basketball court rentals.

Our fitness programs also remained well attended, with thirty-nine participants in Water Aerobics and twenty-seven participants in Yoga.

Basketball season is currently in full swing. We are looking forward to hosting the 23rd Annual Boaz Bash Basketball Tournament from January 30th through February 1st, 2026. In addition, the Boaz High School Pirate Ball will take place on January 23rd, 2026.

We are also excited to announce the addition of a new class to our pool schedule this year, Deep Water Aerobics. This class is held on Wednesday mornings at 8 a.m.

Lastly, registration is now open for Baseball, Softball, and T-ball, and will remain open until February 6th, 2026.

PROJECT STATUS

Prepared: 12/29/2025
By: Katie Warren, P.E., Volkert, Inc.

Project	Contractor	Contract Amount	Paid to Date	Status
FY 26 Paving	<i>(To Be Determined)</i>	<i>(To Be Determined)</i>	\$0.00	2/02/26 - Bid Opening 3/16/26 - NTP Award <i>(Anticipated)</i> 6/26 – Project Completion <i>(Anticipated)</i>
TOTALS		\$0.00	\$0.00	

Information provided by City Clerk/ Treasurer Beth Stephens:

Pursuant to the 2019-2 Act, the State of Alabama distributed to the City of Boaz from the Rebuild Alabama Act fund for the first fiscal year (FY19/20) \$43,073.60, the second fiscal year (FY20-21) \$63,766.60, the third fiscal year (FY21-22) \$82,268.63, the fourth fiscal year (FY22-23) \$85,351.74, the fifth fiscal year (FY23-24) \$92,787.04 and the sixth fiscal year (FY24-25) \$96,915.56 with increasing allocations for the next fiscal year thereafter. The amount received has not been spent to date but has been placed in an account to accumulate in order to pay for a street project in the future. The total accumulated amount as of September 30, 2025 was \$464,163.17.

**City of Boaz
Payment Posting Journal**

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
1937	01/05/2026	Boaz Water & Sewer	304	CD	1937	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$495.62
						12-2-00-2010-000	Accounts Payable	\$495.62	\$0.00
Transaction Total:								\$495.62	\$495.62
1938	01/05/2026	Farmers Telecommur	1324	CD	1938	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$95.70
						12-2-00-2010-000	Accounts Payable	\$95.70	\$0.00
Transaction Total:								\$95.70	\$95.70
1939	01/05/2026	Marshall-Dekalb Elec	686	CD	1939	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$736.39
						12-2-00-2010-000	Accounts Payable	\$736.39	\$0.00
Transaction Total:								\$736.39	\$736.39
1940	01/05/2026	Vector Security Inc	3225	CD	1940	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$216.42
						12-2-00-2010-000	Accounts Payable	\$108.21	\$0.00
						12-2-00-2010-000	Accounts Payable	\$108.21	\$0.00
Transaction Total:								\$216.42	\$216.42
Grand Total:								\$1,544.13	\$1,544.13

**City of Boaz
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Item 3.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
2461	12/23/2025	Erica Coggins	4190	CD	2461	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$136.00
						14-2-00-2010-000	Accounts Payable	\$136.00	\$0.00
Transaction Total:								\$136.00	\$136.00
2462	12/23/2025	Lisa O'Connor	4191	CD	2462	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$500.00
						14-2-00-2010-000	Accounts Payable	\$500.00	\$0.00
Transaction Total:								\$500.00	\$500.00
Grand Total:								\$636.00	\$636.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
111188	12/23/2025	Abbie Auto Parts, Inc	24	CD	111188	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$140.00
						01-2-10-2010-000	Accounts Payable	\$80.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$60.00	\$0.00
Transaction Total:								\$140.00	\$140.00
111189	12/23/2025	Alexander Ford, Inc.	96	CD	111189	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$70.88
						01-2-10-2010-000	Accounts Payable	\$70.88	\$0.00
Transaction Total:								\$70.88	\$70.88
111190	12/23/2025	Birmingham Freightli	1558	CD	111190	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$48.25
						01-2-10-2010-000	Accounts Payable	\$48.25	\$0.00
Transaction Total:								\$48.25	\$48.25
111191	12/23/2025	Boaz Foodland mitch	296	CD	111191	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$42.38
						01-2-10-2010-000	Accounts Payable	\$17.32	\$0.00
						01-2-10-2010-000	Accounts Payable	\$14.32	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.74	\$0.00
Transaction Total:								\$42.38	\$42.38
111192	12/23/2025	Buffalo Rock Co.	892	CD	111192	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,073.84
						01-2-10-2010-000	Accounts Payable	\$0.00	\$28.80
						01-2-10-2010-000	Accounts Payable	\$1,073.84	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$28.80	\$0.00
Transaction Total:								\$1,102.64	\$1,102.64
111193	12/23/2025	Center Point Publishi	312	CD	111193	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$147.42
						01-2-10-2010-000	Accounts Payable	\$147.42	\$0.00
Transaction Total:								\$147.42	\$147.42
111194	12/23/2025	Cintas Corporation 7	365	CD	111194	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$422.42

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$176.06	\$0.00
						01-2-10-2010-000	Accounts Payable	\$163.21	\$0.00
						01-2-10-2010-000	Accounts Payable	\$52.60	\$0.00
						01-2-10-2010-000	Accounts Payable	\$16.75	\$0.00
						01-2-10-2010-000	Accounts Payable	\$13.80	\$0.00
Transaction Total:								\$422.42	\$422.42
111195	12/23/2025	Cornutt Contracting	41	CD	111195	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$390.00
						01-2-10-2010-000	Accounts Payable	\$390.00	\$0.00
Transaction Total:								\$390.00	\$390.00
111196	12/23/2025	Custom Pest Control	200	CD	111196	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$40.00
						01-2-10-2010-000	Accounts Payable	\$15.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$15.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.00	\$0.00
Transaction Total:								\$40.00	\$40.00
111197	12/23/2025	Dekalb Farmers Co-C	759	CD	111197	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$48.89
						01-2-10-2010-000	Accounts Payable	\$48.89	\$0.00
Transaction Total:								\$48.89	\$48.89
111198	12/23/2025	Dixon Tire Service	506	CD	111198	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$40.00
						01-2-10-2010-000	Accounts Payable	\$40.00	\$0.00
Transaction Total:								\$40.00	\$40.00
111199	12/23/2025	Four Star Print & Ofc	518	CD	111199	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$20.98
						01-2-10-2010-000	Accounts Payable	\$20.98	\$0.00
Transaction Total:								\$20.98	\$20.98
111200	12/23/2025	Graybar	4029	CD	111200	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$7,091.92

**City of Boaz
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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$7,091.92	\$0.00
Transaction Total:								\$7,091.92	\$7,091.92
111201	12/23/2025	J & L Carpet	1034	CD	111201	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$20.00
						01-2-10-2010-000	Accounts Payable	\$20.00	\$0.00
Transaction Total:								\$20.00	\$20.00
111202	12/23/2025	JKS Fast Fixin Foods	3253	CD	111202	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,072.60
						01-2-10-2010-000	Accounts Payable	\$1,072.60	\$0.00
Transaction Total:								\$1,072.60	\$1,072.60
111203	12/23/2025	Johnson Lumber Co	142	CD	111203	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$102.88
						01-2-10-2010-000	Accounts Payable	\$77.80	\$0.00
						01-2-10-2010-000	Accounts Payable	\$25.08	\$0.00
Transaction Total:								\$102.88	\$102.88
111204	12/23/2025	Clay Kilpatrick	2017	CD	111204	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$58.67
						01-2-10-2010-000	Accounts Payable	\$58.67	\$0.00
Transaction Total:								\$58.67	\$58.67
111205	12/23/2025	Spencer Maroney	3311	CD	111205	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$57.94
						01-2-10-2010-000	Accounts Payable	\$57.94	\$0.00
Transaction Total:								\$57.94	\$57.94
111206	12/23/2025	Marshall County Corr	335	CD	111206	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$460.00
						01-2-10-2010-000	Accounts Payable	\$460.00	\$0.00
Transaction Total:								\$460.00	\$460.00
111207	12/23/2025	Marshall Industrial Si	696	CD	111207	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$339.40
						01-2-10-2010-000	Accounts Payable	\$339.40	\$0.00
Transaction Total:								\$339.40	\$339.40

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
111208	12/23/2025	Midamerica Books	404	CD	111208	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,109.80
						01-2-10-2010-000	Accounts Payable	\$797.45	\$0.00
						01-2-10-2010-000	Accounts Payable	\$312.35	\$0.00
Transaction Total:								\$1,109.80	\$1,109.80
111209	12/23/2025	O'Reilly Automotive I	418	CD	111209	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$96.92
						01-2-10-2010-000	Accounts Payable	\$96.92	\$0.00
Transaction Total:								\$96.92	\$96.92
111210	12/23/2025	Cristie Piazza	4188	CD	111210	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
111211	12/23/2025	Michael Pryor	4187	CD	111211	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$3,600.00
						01-2-10-2010-000	Accounts Payable	\$3,600.00	\$0.00
Transaction Total:								\$3,600.00	\$3,600.00
111212	12/23/2025	Quality Fire Extinguis	2995	CD	111212	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111213	12/23/2025	Sand Mountain Heati	936	CD	111213	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$529.00
						01-2-10-2010-000	Accounts Payable	\$529.00	\$0.00
Transaction Total:								\$529.00	\$529.00
111214	12/23/2025	Sean Allan	1733	CD	111214	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$817.50
						01-2-10-2010-000	Accounts Payable	\$817.50	\$0.00
Transaction Total:								\$817.50	\$817.50
111215	12/23/2025	Show Car Products L	1089	CD	111215	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$164.10
						01-2-10-2010-000	Accounts Payable	\$164.10	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$164.10	\$164.10
111216	12/23/2025	Sirchie Aquisition Cor	865	CD	111216	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$453.76
						01-2-10-2010-000	Accounts Payable	\$453.76	\$0.00
Transaction Total:								\$453.76	\$453.76
111217	12/23/2025	Weathers Hardware	966	CD	111217	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$473.31
						01-2-10-2010-000	Accounts Payable	\$77.25	\$0.00
						01-2-10-2010-000	Accounts Payable	\$62.64	\$0.00
						01-2-10-2010-000	Accounts Payable	\$35.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$34.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$34.09	\$0.00
						01-2-10-2010-000	Accounts Payable	\$33.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$28.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$21.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$21.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$20.66	\$0.00
						01-2-10-2010-000	Accounts Payable	\$19.24	\$0.00
						01-2-10-2010-000	Accounts Payable	\$19.21	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.46	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.27	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.08	\$0.00
						01-2-10-2010-000	Accounts Payable	\$9.70	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.74	\$0.00
						01-2-10-2010-000	Accounts Payable	\$4.69	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3.24	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2.17	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$2.07	\$0.00
						01-2-10-2010-000	Accounts Payable	\$0.88	\$0.00
Transaction Total:								\$473.31	\$473.31
111218	12/23/2025	Wilson's Screen Print	1443	CD	111218	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$105.00
						01-2-10-2010-000	Accounts Payable	\$105.00	\$0.00
Transaction Total:								\$105.00	\$105.00
Grand Total:								\$19,216.66	\$19,216.66

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
111081	12/12/2025	Abbie Auto Parts, Inc	24	CD	111081	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$266.47
						01-2-10-2010-000	Accounts Payable	\$120.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$81.96	\$0.00
						01-2-10-2010-000	Accounts Payable	\$64.51	\$0.00
							Transaction Total:	\$266.47	\$266.47
111082	12/12/2025	ALABAMA FIRE COLL	1332	CD	111082	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$770.00
						01-2-10-2010-000	Accounts Payable	\$770.00	\$0.00
							Transaction Total:	\$770.00	\$770.00
111083	12/12/2025	Alabama Power Com	274	CD	111083	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$193.32
						01-2-10-2010-000	Accounts Payable	\$116.37	\$0.00
						01-2-10-2010-000	Accounts Payable	\$76.95	\$0.00
							Transaction Total:	\$193.32	\$193.32
111084	12/12/2025	Bagby Elevator Co.	488	CD	111084	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$188.37
						01-2-10-2010-000	Accounts Payable	\$188.37	\$0.00
							Transaction Total:	\$188.37	\$188.37
111085	12/12/2025	Brindlee Mountain Fi	740	CD	111085	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,149.07
						01-2-10-2010-000	Accounts Payable	\$1,149.07	\$0.00
							Transaction Total:	\$1,149.07	\$1,149.07
111086	12/12/2025	Center Point Publishi	312	CD	111086	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$345.18
						01-2-10-2010-000	Accounts Payable	\$345.18	\$0.00
							Transaction Total:	\$345.18	\$345.18
111087	12/12/2025	Cintas Corporation 7	365	CD	111087	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$52.60
						01-2-10-2010-000	Accounts Payable	\$52.60	\$0.00
							Transaction Total:	\$52.60	\$52.60

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111088	12/12/2025	Cintas Corporation 7	365	CD	111088	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$177.01
						01-2-10-2010-000	Accounts Payable	\$163.21	\$0.00
						01-2-10-2010-000	Accounts Payable	\$13.80	\$0.00
Transaction Total:								\$177.01	\$177.01
111089	12/12/2025	Clarks Pharmacy	366	CD	111089	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$6.25
						01-2-10-2010-000	Accounts Payable	\$6.25	\$0.00
Transaction Total:								\$6.25	\$6.25
111090	12/12/2025	D & S Lock & Key	756	CD	111090	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$125.00
						01-2-10-2010-000	Accounts Payable	\$125.00	\$0.00
Transaction Total:								\$125.00	\$125.00
111091	12/12/2025	DeKalb Farmers Co-C	759	CD	111091	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$85.00
						01-2-10-2010-000	Accounts Payable	\$85.00	\$0.00
Transaction Total:								\$85.00	\$85.00
111092	12/12/2025	Dixon Tire Service	506	CD	111092	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$35.00
						01-2-10-2010-000	Accounts Payable	\$20.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$15.00	\$0.00
Transaction Total:								\$35.00	\$35.00
111093	12/12/2025	Double Delta Farm F	417	CD	111093	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$2,685.36
						01-2-10-2010-000	Accounts Payable	\$2,685.36	\$0.00
Transaction Total:								\$2,685.36	\$2,685.36
111094	12/12/2025	Etowah Co. Drug Enf	1101	CD	111094	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,050.00
						01-2-10-2010-000	Accounts Payable	\$1,050.00	\$0.00
Transaction Total:								\$1,050.00	\$1,050.00
111095	12/12/2025	Express Oil Change,	515	CD	111095	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$114.45

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						01-2-10-2010-000	Accounts Payable	\$114.45	\$0.00
Transaction Total:								\$114.45	\$114.45
111096	12/12/2025	Fleet Pride Inc	974	CD	111096	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$28.86
						01-2-10-2010-000	Accounts Payable	\$28.86	\$0.00
Transaction Total:								\$28.86	\$28.86
111097	12/12/2025	Galls	533	CD	111097	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$442.20
						01-2-10-2010-000	Accounts Payable	\$181.84	\$0.00
						01-2-10-2010-000	Accounts Payable	\$179.44	\$0.00
						01-2-10-2010-000	Accounts Payable	\$80.92	\$0.00
Transaction Total:								\$442.20	\$442.20
111098	12/12/2025	Harris Security Syste	1734	CD	111098	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$359.50
						01-2-10-2010-000	Accounts Payable	\$359.50	\$0.00
Transaction Total:								\$359.50	\$359.50
111099	12/12/2025	Ingram Library Servi	675	CD	111099	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$56.31
						01-2-10-2010-000	Accounts Payable	\$56.31	\$0.00
Transaction Total:								\$56.31	\$56.31
111100	12/12/2025	Interstate Battery Sy	721	CD	111100	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$144.95
						01-2-10-2010-000	Accounts Payable	\$144.95	\$0.00
Transaction Total:								\$144.95	\$144.95
111101	12/12/2025	J & L Carpet	1034	CD	111101	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$85.00
						01-2-10-2010-000	Accounts Payable	\$85.00	\$0.00
Transaction Total:								\$85.00	\$85.00
111102	12/12/2025	JKS Fast Fixin Foods	3253	CD	111102	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,046.00
						01-2-10-2010-000	Accounts Payable	\$1,046.00	\$0.00

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Transaction Total:								\$1,046.00	\$1,046.00
111103	12/12/2025	Mango Languages	612	CD	111103	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$3,432.02
						01-2-10-2010-000	Accounts Payable	\$2,674.52	\$0.00
						01-2-10-2010-000	Accounts Payable	\$757.50	\$0.00
Transaction Total:								\$3,432.02	\$3,432.02
111104	12/12/2025	Marshall Industrial Si	696	CD	111104	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$130.00
						01-2-10-2010-000	Accounts Payable	\$130.00	\$0.00
Transaction Total:								\$130.00	\$130.00
111105	12/12/2025	MCI Communication	714	CD	111105	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$46.92
						01-2-10-2010-000	Accounts Payable	\$46.92	\$0.00
Transaction Total:								\$46.92	\$46.92
111106	12/12/2025	MDA Professional Gr	685	CD	111106	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$32,100.00
						01-2-10-2010-000	Accounts Payable	\$32,100.00	\$0.00
Transaction Total:								\$32,100.00	\$32,100.00
111107	12/12/2025	Michael Frederick	4123	CD	111107	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111108	12/12/2025	Midwest Tape	1843	CD	111108	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$3,039.49
						01-2-10-2010-000	Accounts Payable	\$3,039.49	\$0.00
Transaction Total:								\$3,039.49	\$3,039.49
111109	12/12/2025	NAFCA	3133	CD	111109	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$25.00
						01-2-10-2010-000	Accounts Payable	\$25.00	\$0.00
Transaction Total:								\$25.00	\$25.00
111110	12/12/2025	Nealco Products Inc	2877	CD	111110	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$52.50

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						01-2-10-2010-000	Accounts Payable	\$52.50	\$0.00
Transaction Total:								\$52.50	\$52.50
111111	12/12/2025	O'Reilly Automotive I	418	CD	111111	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$54.00
						01-2-10-2010-000	Accounts Payable	\$54.00	\$0.00
Transaction Total:								\$54.00	\$54.00
111112	12/12/2025	Piggly Wiggly Grocer	922	CD	111112	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$112.88
						01-2-10-2010-000	Accounts Payable	\$112.88	\$0.00
Transaction Total:								\$112.88	\$112.88
111113	12/12/2025	PLATINUM PLUMBING	1533	CD	111113	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,800.00
						01-2-10-2010-000	Accounts Payable	\$1,800.00	\$0.00
Transaction Total:								\$1,800.00	\$1,800.00
111114	12/12/2025	PowerQuip, Inc.	550	CD	111114	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$248.51
						01-2-10-2010-000	Accounts Payable	\$248.51	\$0.00
Transaction Total:								\$248.51	\$248.51
111115	12/12/2025	Sand Mountain Vend	538	CD	111115	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111116	12/12/2025	Taylor Sudden Servic	3482	CD	111116	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$460.00
						01-2-10-2010-000	Accounts Payable	\$460.00	\$0.00
Transaction Total:								\$460.00	\$460.00
111117	12/12/2025	The Way Commercia	2592	CD	111117	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$4,880.00
						01-2-10-2010-000	Accounts Payable	\$4,880.00	\$0.00
Transaction Total:								\$4,880.00	\$4,880.00
111118	12/12/2025	Therapy Plus Fitness	393	CD	111118	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$275.00

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						01-2-10-2010-000	Accounts Payable	\$275.00	\$0.00
Transaction Total:								\$275.00	\$275.00
111119	12/12/2025	Thomson Reuters W	954	CD	111119	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$524.00
						01-2-10-2010-000	Accounts Payable	\$524.00	\$0.00
Transaction Total:								\$524.00	\$524.00
111120	12/12/2025	Travis Tinsley	3325	CD	111120	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$74.32
						01-2-10-2010-000	Accounts Payable	\$63.33	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.99	\$0.00
Transaction Total:								\$74.32	\$74.32
111121	12/12/2025	TireHub LLC	3365	CD	111121	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$505.28
						01-2-10-2010-000	Accounts Payable	\$505.28	\$0.00
Transaction Total:								\$505.28	\$505.28
111122	12/12/2025	TriGreen Equipment	2605	CD	111122	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$94.94
						01-2-10-2010-000	Accounts Payable	\$94.94	\$0.00
Transaction Total:								\$94.94	\$94.94
111123	12/12/2025	Triple Point Industrie	88	CD	111123	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$144.61
						01-2-10-2010-000	Accounts Payable	\$144.61	\$0.00
Transaction Total:								\$144.61	\$144.61
111124	12/12/2025	Tucker, Danny	1022	CD	111124	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$900.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
Transaction Total:								\$900.00	\$900.00
111125	12/12/2025	US Hydraulics	2662	CD	111125	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$38.00
						01-2-10-2010-000	Accounts Payable	\$38.00	\$0.00

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Transaction Total:								\$38.00	\$38.00
111126	12/12/2025	Craig Waldrep	4173	CD	111126	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
111127	12/12/2025	Water Way	2039	CD	111127	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$65.00
						01-2-10-2010-000	Accounts Payable	\$45.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$20.00	\$0.00
Transaction Total:								\$65.00	\$65.00
111128	12/12/2025	WBSA Radio	964	CD	111128	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,400.00
						01-2-10-2010-000	Accounts Payable	\$1,275.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$125.00	\$0.00
Transaction Total:								\$1,400.00	\$1,400.00
111129	12/12/2025	Weathers Hardware	966	CD	111129	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$357.82
						01-2-10-2010-000	Accounts Payable	\$99.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$80.95	\$0.00
						01-2-10-2010-000	Accounts Payable	\$74.61	\$0.00
						01-2-10-2010-000	Accounts Payable	\$27.80	\$0.00
						01-2-10-2010-000	Accounts Payable	\$17.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$14.70	\$0.00
						01-2-10-2010-000	Accounts Payable	\$12.30	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.17	\$0.00
						01-2-10-2010-000	Accounts Payable	\$9.54	\$0.00
						01-2-10-2010-000	Accounts Payable	\$4.40	\$0.00
						01-2-10-2010-000	Accounts Payable	\$4.37	\$0.00
Transaction Total:								\$357.82	\$357.82

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Grand Total:								\$60,366.19	\$60,366.19

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111219	01/02/2026	Abbie Auto Parts, Inc	24	CD	111219	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$34.50
						01-2-10-2010-000	Accounts Payable	\$34.50	\$0.00
Transaction Total:								\$34.50	\$34.50
111220	01/02/2026	ABS Office Systems	26	CD	111220	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$706.68
						01-2-10-2010-000	Accounts Payable	\$706.68	\$0.00
Transaction Total:								\$706.68	\$706.68
111221	01/02/2026	Alexander Ford, Inc.	96	CD	111221	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$86.88
						01-2-10-2010-000	Accounts Payable	\$86.88	\$0.00
Transaction Total:								\$86.88	\$86.88
111222	01/02/2026	ASCAP	358	CD	111222	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$458.00
						01-2-10-2010-000	Accounts Payable	\$458.00	\$0.00
Transaction Total:								\$458.00	\$458.00
111223	01/02/2026	Boaz Gas Board	299	CD	111223	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$9,629.18
						01-2-10-2010-000	Accounts Payable	\$9,629.18	\$0.00
Transaction Total:								\$9,629.18	\$9,629.18
111224	01/02/2026	Boaz Water & Sewer	304	CD	111224	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$6,673.01
						01-2-10-2010-000	Accounts Payable	\$6,673.01	\$0.00
Transaction Total:								\$6,673.01	\$6,673.01
111225	01/02/2026	Cintas Corporation 7	365	CD	111225	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$37.59
						01-2-10-2010-000	Accounts Payable	\$37.59	\$0.00
Transaction Total:								\$37.59	\$37.59
111226	01/02/2026	Clarks Pharmacy	366	CD	111226	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$9.58
						01-2-10-2010-000	Accounts Payable	\$9.58	\$0.00
Transaction Total:								\$9.58	\$9.58

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111227	01/02/2026	CWS SECURITY	1673	CD	111227	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$2,375.00
						01-2-10-2010-000	Accounts Payable	\$2,375.00	\$0.00
Transaction Total:								\$2,375.00	\$2,375.00
111228	01/02/2026	Express Oil Change,	515	CD	111228	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$46.87
						01-2-10-2010-000	Accounts Payable	\$46.87	\$0.00
Transaction Total:								\$46.87	\$46.87
111229	01/02/2026	Farmers Telecommur	1324	CD	111229	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$7,663.09
						01-2-10-2010-000	Accounts Payable	\$7,538.09	\$0.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$25.00	\$0.00
Transaction Total:								\$7,663.09	\$7,663.09
111230	01/02/2026	Four Star Print & Ofc	518	CD	111230	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$71.98
						01-2-10-2010-000	Accounts Payable	\$71.98	\$0.00
Transaction Total:								\$71.98	\$71.98
111231	01/02/2026	Gale/Cengage Learni	334	CD	111231	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$182.19
						01-2-10-2010-000	Accounts Payable	\$153.70	\$0.00
						01-2-10-2010-000	Accounts Payable	\$28.49	\$0.00
Transaction Total:								\$182.19	\$182.19
111232	01/02/2026	Honey Wagon	599	CD	111232	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$325.00
						01-2-10-2010-000	Accounts Payable	\$325.00	\$0.00
Transaction Total:								\$325.00	\$325.00
111233	01/02/2026	Ingram Library Servi	675	CD	111233	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$106.99
						01-2-10-2010-000	Accounts Payable	\$42.85	\$0.00
						01-2-10-2010-000	Accounts Payable	\$27.56	\$0.00

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						01-2-10-2010-000	Accounts Payable	\$19.79	\$0.00
						01-2-10-2010-000	Accounts Payable	\$16.79	\$0.00
Transaction Total:								\$106.99	\$106.99
111234	01/02/2026	Johnson Lumber Co	142	CD	111234	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$24.96
						01-2-10-2010-000	Accounts Payable	\$24.96	\$0.00
Transaction Total:								\$24.96	\$24.96
111235	01/02/2026	Micaela Juan	4192	CD	111235	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
111236	01/02/2026	Marshall County Gas	1309	CD	111236	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$7.80
						01-2-10-2010-000	Accounts Payable	\$7.80	\$0.00
Transaction Total:								\$7.80	\$7.80
111237	01/02/2026	Marshall-Dekalb Elec	686	CD	111237	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$11,775.44
						01-2-10-2010-000	Accounts Payable	\$11,775.44	\$0.00
Transaction Total:								\$11,775.44	\$11,775.44
111238	01/02/2026	O'Reilly Automotive I	418	CD	111238	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$9.00
						01-2-10-2010-000	Accounts Payable	\$9.00	\$0.00
Transaction Total:								\$9.00	\$9.00
111239	01/02/2026	Piggly Wiggly Grocer	922	CD	111239	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$65.55
						01-2-10-2010-000	Accounts Payable	\$43.10	\$0.00
						01-2-10-2010-000	Accounts Payable	\$22.45	\$0.00
Transaction Total:								\$65.55	\$65.55
111240	01/02/2026	Sand Mountain Pest	2610	CD	111240	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$225.00
						01-2-10-2010-000	Accounts Payable	\$75.00	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$65.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$55.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$30.00	\$0.00
Transaction Total:								\$225.00	\$225.00
111241	01/02/2026	Sand Mountain Vend	538	CD	111241	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$112.00
						01-2-10-2010-000	Accounts Payable	\$56.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$56.00	\$0.00
Transaction Total:								\$112.00	\$112.00
111242	01/02/2026	Tucker, Danny	1022	CD	111242	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$1,350.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
Transaction Total:								\$1,350.00	\$1,350.00
111243	01/02/2026	US Hydraulics	2662	CD	111243	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$199.95
						01-2-10-2010-000	Accounts Payable	\$199.95	\$0.00
Transaction Total:								\$199.95	\$199.95
111244	01/02/2026	Vector Security Inc	3225	CD	111244	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$813.58
						01-2-10-2010-000	Accounts Payable	\$233.62	\$0.00
						01-2-10-2010-000	Accounts Payable	\$156.05	\$0.00
						01-2-10-2010-000	Accounts Payable	\$156.05	\$0.00
						01-2-10-2010-000	Accounts Payable	\$156.05	\$0.00
						01-2-10-2010-000	Accounts Payable	\$59.89	\$0.00
						01-2-10-2010-000	Accounts Payable	\$51.92	\$0.00
Transaction Total:								\$813.58	\$813.58
Grand Total:								\$43,089.82	\$43,089.82

**City of Boaz
Paid Invoice By Bank Account Report**

<u>Bank Name</u>	<u>Bank Number</u>									
GO Warrants 2023A	****									
Vendor	Ven ID	Pay/Remit #	Pymt Date	Inv/CM #	GL Account	Amount	Credit	Discount	C/M Amt	Net Amount
Rogers Group, Inc.	3997	12787787	12/18/2025	4	33-6-00-6005-000	\$731,477.26	\$0.00	\$0.00	\$0.00	\$731,477.26
Invoice Totals:						\$731,477.26	\$0.00	\$0.00	\$0.00	\$731,477.26
Pay/Remit Totals:						\$731,477.26	\$0.00	\$0.00	\$0.00	\$731,477.26
Vendor Totals:						\$731,477.26	\$0.00	\$0.00	\$0.00	\$731,477.26
Vulcan Materials Asphalt & Construction, LLC	4130	12787786	12/18/2025	3	33-6-00-6005-000	\$43,235.35	\$0.00	\$0.00	\$0.00	\$43,235.35
Invoice Totals:						\$43,235.35	\$0.00	\$0.00	\$0.00	\$43,235.35
Pay/Remit Totals:						\$43,235.35	\$0.00	\$0.00	\$0.00	\$43,235.35
Vendor Totals:						\$43,235.35	\$0.00	\$0.00	\$0.00	\$43,235.35
Bank Account Totals:						\$774,712.61	\$0.00	\$0.00	\$0.00	\$774,712.61

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
2460	12/23/2025	Cynthia Honea	4189	CD	2460	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$1,000.00
						14-2-00-2010-000	Accounts Payable	\$1,000.00	\$0.00
Transaction Total:								\$1,000.00	\$1,000.00
Grand Total:								\$1,000.00	\$1,000.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
1936	12/17/2025	FIRST BANK OF BOA	1402	CD	1936	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$140,838.08
						12-2-00-2010-000	Accounts Payable	\$140,838.08	\$0.00
Transaction Total:								\$140,838.08	\$140,838.08
Grand Total:								\$140,838.08	\$140,838.08

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
555	01/06/2026	Alabama Crime Victir	58	CD	555	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$236.00
						14-2-00-2010-000	Accounts Payable	\$236.00	\$0.00
Transaction Total:								\$236.00	\$236.00
556	01/06/2026	Alabama Peace Offic	273	CD	556	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$425.50
						14-2-00-2010-000	Accounts Payable	\$425.50	\$0.00
Transaction Total:								\$425.50	\$425.50
557	01/06/2026	Buffalo Rock	4194	CD	557	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$500.00
						14-2-00-2010-000	Accounts Payable	\$500.00	\$0.00
Transaction Total:								\$500.00	\$500.00
558	01/06/2026	Circuit Clerks' Judicia	18	CD	558	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$255.43
						14-2-00-2010-000	Accounts Payable	\$255.43	\$0.00
Transaction Total:								\$255.43	\$255.43
559	01/06/2026	Citizenship Trust	1058	CD	559	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$87.00
						14-2-00-2010-000	Accounts Payable	\$87.00	\$0.00
Transaction Total:								\$87.00	\$87.00
560	01/06/2026	Marshall County Dist	990	CD	560	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$1,782.61
						14-2-00-2010-000	Accounts Payable	\$1,782.61	\$0.00
Transaction Total:								\$1,782.61	\$1,782.61
561	01/06/2026	Office of Prosecution	4193	CD	561	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$689.00
						14-2-00-2010-000	Accounts Payable	\$658.00	\$0.00
						14-2-00-2010-000	Accounts Payable	\$31.00	\$0.00
Transaction Total:								\$689.00	\$689.00
562	01/06/2026	Presiding Circuit Jud	19	CD	562	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$222.43
						14-2-00-2010-000	Accounts Payable	\$222.43	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$222.43	\$222.43
563	01/06/2026	State Judicial Admin	1273	CD	563	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$917.14
						14-2-00-2010-000	Accounts Payable	\$917.14	\$0.00
Transaction Total:								\$917.14	\$917.14
564	01/06/2026	State Treasurer Finar	946	CD	564	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$6,370.41
						14-2-00-2010-000	Accounts Payable	\$6,370.41	\$0.00
Transaction Total:								\$6,370.41	\$6,370.41
565	01/06/2026	Strother, Olan F	431	CD	565	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accou	\$0.00	\$875.00
						14-2-00-2010-000	Accounts Payable	\$875.00	\$0.00
Transaction Total:								\$875.00	\$875.00
Grand Total:								\$12,360.52	\$12,360.52

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
208	12/18/2025	Lambert Contracting	3756	CD	208	03-1-10-1013-000	- - Cash-Street Improvement Account	\$0.00	\$923,606.27
						03-2-10-2010-000	Accounts Payable	\$923,606.27	\$0.00
Transaction Total:								\$923,606.27	\$923,606.27
Grand Total:								\$923,606.27	\$923,606.27

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
2458	12/17/2025	Maria Escobar	4175	CD	2458	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$12.00
						14-2-00-2010-000	Accounts Payable	\$12.00	\$0.00
Transaction Total:								\$12.00	\$12.00
2459	12/17/2025	Tonya Schmehl	4176	CD	2459	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$198.00
						14-2-00-2010-000	Accounts Payable	\$198.00	\$0.00
Transaction Total:								\$198.00	\$198.00
Grand Total:								\$210.00	\$210.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
111130	12/19/2025	Abbie Auto Parts, Inc	24	CD	111130	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$36.13
						01-2-10-2010-000	Accounts Payable	\$36.13	\$0.00
Transaction Total:								\$36.13	\$36.13
111131	12/19/2025	Alabama Association	39	CD	111131	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$75.00
						01-2-10-2010-000	Accounts Payable	\$75.00	\$0.00
Transaction Total:								\$75.00	\$75.00
111132	12/19/2025	Alabama Branding Cr	3546	CD	111132	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$17,820.00
						01-2-10-2010-000	Accounts Payable	\$17,820.00	\$0.00
Transaction Total:								\$17,820.00	\$17,820.00
111133	12/19/2025	ALABAMA FLAG & BA	3315	CD	111133	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$790.95
						01-2-10-2010-000	Accounts Payable	\$790.95	\$0.00
Transaction Total:								\$790.95	\$790.95
111134	12/19/2025	Alabama Municipal Ir	1685	CD	111134	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$120.00
						01-2-10-2010-000	Accounts Payable	\$120.00	\$0.00
Transaction Total:								\$120.00	\$120.00
111135	12/19/2025	Natasha Allmon	4180	CD	111135	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111136	12/19/2025	Amazon Capital Serv	1737	CD	111136	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$707.02
						01-2-10-2010-000	Accounts Payable	\$229.16	\$0.00
						01-2-10-2010-000	Accounts Payable	\$219.53	\$0.00
						01-2-10-2010-000	Accounts Payable	\$94.31	\$0.00
						01-2-10-2010-000	Accounts Payable	\$67.89	\$0.00
						01-2-10-2010-000	Accounts Payable	\$39.99	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$37.15	\$0.00
						01-2-10-2010-000	Accounts Payable	\$18.99	\$0.00
Transaction Total:								\$707.02	\$707.02
111137	12/19/2025	ARPA	277	CD	111137	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$625.00
						01-2-10-2010-000	Accounts Payable	\$625.00	\$0.00
Transaction Total:								\$625.00	\$625.00
111138	12/19/2025	Bill Hancock Motors I	3614	CD	111138	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$390.83
						01-2-10-2010-000	Accounts Payable	\$390.83	\$0.00
Transaction Total:								\$390.83	\$390.83
111139	12/19/2025	Boaz Foodland mitch	296	CD	111139	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$124.25
						01-2-10-2010-000	Accounts Payable	\$79.48	\$0.00
						01-2-10-2010-000	Accounts Payable	\$28.64	\$0.00
						01-2-10-2010-000	Accounts Payable	\$8.95	\$0.00
						01-2-10-2010-000	Accounts Payable	\$7.18	\$0.00
Transaction Total:								\$124.25	\$124.25
111140	12/19/2025	Buffalo Rock Co.	892	CD	111140	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$922.94
						01-2-10-2010-000	Accounts Payable	\$0.00	\$479.20
						01-2-10-2010-000	Accounts Payable	\$745.42	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$479.20	\$0.00
						01-2-10-2010-000	Accounts Payable	\$177.52	\$0.00
Transaction Total:								\$1,402.14	\$1,402.14
111141	12/19/2025	Jessica Campbell	4177	CD	111141	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00

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111142	12/19/2025	Canon Financial Serv	977	CD	111142	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$425.06
						01-2-10-2010-000	Accounts Payable	\$425.06	\$0.00
Transaction Total:								\$425.06	\$425.06
111143	12/19/2025	Central Paper Comp	1834	CD	111143	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$166.08
						01-2-10-2010-000	Accounts Payable	\$166.08	\$0.00
Transaction Total:								\$166.08	\$166.08
111144	12/19/2025	Tonya Chandler	4181	CD	111144	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111145	12/19/2025	Charter Communicat	3291	CD	111145	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$683.44
						01-2-10-2010-000	Accounts Payable	\$683.44	\$0.00
Transaction Total:								\$683.44	\$683.44
111146	12/19/2025	Cherokee Electric Co	316	CD	111146	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$516.49
						01-2-10-2010-000	Accounts Payable	\$516.49	\$0.00
Transaction Total:								\$516.49	\$516.49
111147	12/19/2025	Cintas Corporation 7	365	CD	111147	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$439.58
						01-2-10-2010-000	Accounts Payable	\$439.58	\$0.00
Transaction Total:								\$439.58	\$439.58
111148	12/19/2025	Kathy Corbin	4178	CD	111148	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111149	12/19/2025	Dillon Couch	4182	CD	111149	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00

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111150	12/19/2025	Dixon Tire Service	506	CD	111150	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$861.00
						01-2-10-2010-000	Accounts Payable	\$741.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$120.00	\$0.00
							Transaction Total:	\$861.00	\$861.00
111151	12/19/2025	Express Oil Change,	515	CD	111151	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$114.45
						01-2-10-2010-000	Accounts Payable	\$114.45	\$0.00
							Transaction Total:	\$114.45	\$114.45
111152	12/19/2025	Farmers Telecommur	1324	CD	111152	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$150.00
						01-2-10-2010-000	Accounts Payable	\$75.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$75.00	\$0.00
							Transaction Total:	\$150.00	\$150.00
111153	12/19/2025	First Baptist Church	523	CD	111153	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$300.00
						01-2-10-2010-000	Accounts Payable	\$300.00	\$0.00
							Transaction Total:	\$300.00	\$300.00
111154	12/19/2025	First Capital Ins. Age	1253	CD	111154	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$700.00
						01-2-10-2010-000	Accounts Payable	\$350.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$350.00	\$0.00
							Transaction Total:	\$700.00	\$700.00
111155	12/19/2025	Gadsden Basketball (3359	CD	111155	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$4,140.00
						01-2-10-2010-000	Accounts Payable	\$4,140.00	\$0.00
							Transaction Total:	\$4,140.00	\$4,140.00
111156	12/19/2025	Casi Goble	4179	CD	111156	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
							Transaction Total:	\$50.00	\$50.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
111157	12/19/2025	Kathy Graham	4183	CD	111157	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111158	12/19/2025	Maggie D. Griffith	2884	CD	111158	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$150.00
						01-2-10-2010-000	Accounts Payable	\$150.00	\$0.00
Transaction Total:								\$150.00	\$150.00
111159	12/19/2025	Ingram Library Servi	675	CD	111159	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$89.91
						01-2-10-2010-000	Accounts Payable	\$63.51	\$0.00
						01-2-10-2010-000	Accounts Payable	\$26.40	\$0.00
Transaction Total:								\$89.91	\$89.91
111160	12/19/2025	JKS Fast Fixin Foods	3253	CD	111160	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$2,197.20
						01-2-10-2010-000	Accounts Payable	\$1,479.40	\$0.00
						01-2-10-2010-000	Accounts Payable	\$717.80	\$0.00
Transaction Total:								\$2,197.20	\$2,197.20
111161	12/19/2025	Zoe Jones	3503	CD	111161	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111162	12/19/2025	Knowles & Sullivan, I	2107	CD	111162	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$5,610.00
						01-2-10-2010-000	Accounts Payable	\$5,610.00	\$0.00
Transaction Total:								\$5,610.00	\$5,610.00
111163	12/19/2025	LEAF Capital Funding	3953	CD	111163	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$2,249.11
						01-2-10-2010-000	Accounts Payable	\$2,249.11	\$0.00
Transaction Total:								\$2,249.11	\$2,249.11
111164	12/19/2025	Lowe's	527	CD	111164	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$735.29

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Payment Posting Journal**

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$735.29	\$0.00
Transaction Total:								\$735.29	\$735.29
111165	12/19/2025	Marshall Co Assoc Of	344	CD	111165	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$150.00
						01-2-10-2010-000	Accounts Payable	\$150.00	\$0.00
Transaction Total:								\$150.00	\$150.00
111166	12/19/2025	Marshall Industrial Si	696	CD	111166	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$586.55
						01-2-10-2010-000	Accounts Payable	\$586.55	\$0.00
Transaction Total:								\$586.55	\$586.55
111167	12/19/2025	Marshall-Dekalb Elec	686	CD	111167	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$21,953.54
						01-2-10-2010-000	Accounts Payable	\$21,953.54	\$0.00
Transaction Total:								\$21,953.54	\$21,953.54
111168	12/19/2025	Mastin's, Inc.	481	CD	111168	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$4,500.00
						01-2-10-2010-000	Accounts Payable	\$4,500.00	\$0.00
Transaction Total:								\$4,500.00	\$4,500.00
111169	12/19/2025	Nealco Products Inc	2877	CD	111169	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$113.00
						01-2-10-2010-000	Accounts Payable	\$113.00	\$0.00
Transaction Total:								\$113.00	\$113.00
111170	12/19/2025	O'Reilly Automotive I	418	CD	111170	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$65.46
						01-2-10-2010-000	Accounts Payable	\$57.47	\$0.00
						01-2-10-2010-000	Accounts Payable	\$7.99	\$0.00
Transaction Total:								\$65.46	\$65.46
111171	12/19/2025	Piggly Wiggly Grocer	922	CD	111171	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$997.78
						01-2-10-2010-000	Accounts Payable	\$384.29	\$0.00
						01-2-10-2010-000	Accounts Payable	\$132.41	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$103.64	\$0.00
						01-2-10-2010-000	Accounts Payable	\$76.06	\$0.00
						01-2-10-2010-000	Accounts Payable	\$64.32	\$0.00
						01-2-10-2010-000	Accounts Payable	\$58.10	\$0.00
						01-2-10-2010-000	Accounts Payable	\$47.12	\$0.00
						01-2-10-2010-000	Accounts Payable	\$32.94	\$0.00
						01-2-10-2010-000	Accounts Payable	\$29.50	\$0.00
						01-2-10-2010-000	Accounts Payable	\$22.36	\$0.00
						01-2-10-2010-000	Accounts Payable	\$21.28	\$0.00
						01-2-10-2010-000	Accounts Payable	\$13.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.78	\$0.00
Transaction Total:								\$997.78	\$997.78
111172	12/19/2025	Laura Pruitt	4184	CD	111172	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111173	12/19/2025	Republic Services	1200	CD	111173	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$71,128.09
						01-2-10-2010-000	Accounts Payable	\$51,422.08	\$0.00
						01-2-10-2010-000	Accounts Payable	\$17,115.89	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2,590.12	\$0.00
Transaction Total:								\$71,128.09	\$71,128.09
111174	12/19/2025	Rosa Sanchez	4185	CD	111174	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111175	12/19/2025	Tony R Simmons	3754	CD	111175	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$250.00
						01-2-10-2010-000	Accounts Payable	\$250.00	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$250.00	\$250.00
111176	12/19/2025	Spectrum Charter Co	748	CD	111176	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$30.98
						01-2-10-2010-000	Accounts Payable	\$30.98	\$0.00
Transaction Total:								\$30.98	\$30.98
111177	12/19/2025	Stephens Glass Co	162	CD	111177	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$525.00
						01-2-10-2010-000	Accounts Payable	\$525.00	\$0.00
Transaction Total:								\$525.00	\$525.00
111178	12/19/2025	Brianna Tarvin	4186	CD	111178	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
111179	12/19/2025	Travis Tinsley	3325	CD	111179	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$31.58
						01-2-10-2010-000	Accounts Payable	\$31.58	\$0.00
Transaction Total:								\$31.58	\$31.58
111180	12/19/2025	Tractor Supply Credit	409	CD	111180	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$187.30
						01-2-10-2010-000	Accounts Payable	\$187.30	\$0.00
Transaction Total:								\$187.30	\$187.30
111181	12/19/2025	TriGreen Equipment	2605	CD	111181	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$151.41
						01-2-10-2010-000	Accounts Payable	\$97.89	\$0.00
						01-2-10-2010-000	Accounts Payable	\$53.52	\$0.00
Transaction Total:								\$151.41	\$151.41
111182	12/19/2025	Tucker, Danny	1022	CD	111182	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$450.00
						01-2-10-2010-000	Accounts Payable	\$450.00	\$0.00
Transaction Total:								\$450.00	\$450.00
111183	12/19/2025	U.S. Postal Service P	289	CD	111183	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$198.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$198.00	\$0.00
Transaction Total:								\$198.00	\$198.00
111184	12/19/2025	Volkert Inc	3326	CD	111184	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$3,405.00
						01-2-10-2010-000	Accounts Payable	\$3,405.00	\$0.00
Transaction Total:								\$3,405.00	\$3,405.00
111185	12/19/2025	Water Way	2039	CD	111185	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$16.98
						01-2-10-2010-000	Accounts Payable	\$16.98	\$0.00
Transaction Total:								\$16.98	\$16.98
111186	12/19/2025	WAVU	962	CD	111186	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$150.00
						01-2-10-2010-000	Accounts Payable	\$150.00	\$0.00
Transaction Total:								\$150.00	\$150.00
111187	12/19/2025	Weathers Hardware	966	CD	111187	01-1-10-1010-000	Cash-General Fund/Wachovia - Accour	\$0.00	\$456.61
						01-2-10-2010-000	Accounts Payable	\$66.44	\$0.00
						01-2-10-2010-000	Accounts Payable	\$65.87	\$0.00
						01-2-10-2010-000	Accounts Payable	\$49.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$37.10	\$0.00
						01-2-10-2010-000	Accounts Payable	\$34.70	\$0.00
						01-2-10-2010-000	Accounts Payable	\$27.25	\$0.00
						01-2-10-2010-000	Accounts Payable	\$26.75	\$0.00
						01-2-10-2010-000	Accounts Payable	\$21.73	\$0.00
						01-2-10-2010-000	Accounts Payable	\$20.12	\$0.00
						01-2-10-2010-000	Accounts Payable	\$16.60	\$0.00
						01-2-10-2010-000	Accounts Payable	\$16.12	\$0.00
						01-2-10-2010-000	Accounts Payable	\$15.65	\$0.00
						01-2-10-2010-000	Accounts Payable	\$15.37	\$0.00

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Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
						01-2-10-2010-000	Accounts Payable	\$10.41	\$0.00
						01-2-10-2010-000	Accounts Payable	\$9.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.83	\$0.00
						01-2-10-2010-000	Accounts Payable	\$5.17	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3.64	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3.52	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2.38	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1.00	\$0.00
Transaction Total:								\$456.61	\$456.61
Grand Total:								\$147,516.21	\$147,516.21

Checks Written from Commissary

Period 12/17/2025 12:00 AM to 12/17/2025 11:59 PM

Number	Date	ID	Comment	Amount
1103	12/17/2025		LEGACY COMMISSARY SERVICES	\$1.95
				<hr/> <hr/> \$1.95

RESOLUTION NO. 2026-1928

A RESOLUTION AUTHORIZING THE PURCHASE OF A LIFEPAK 35 FROM STRYKER SALES, LLC AS A SOLE SOURCE

WHEREAS, The City of Boaz, Alabama Fire Department wishes to purchase a LIFEPAK 35;

WHEREAS, Stryker Sales, LLC is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the LIFEPAK 35;

WHEREAS, The Boaz Fire Department wishes to purchase a LIFEPAK 35 in the amount of \$51,347.25 and trade in a LP15 V4 LOW FOR LP35 for a \$6,000 credit making the total price to be paid to Stryker Sales, LLC \$46,141.72.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BOAZ, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Council for Boaz, Alabama, hereby authorize the purchase of a LIFEPAK 35 FROM STRYKER SALES, LLC as a Sole Source Product in the amount of \$51,347.25 and to trade in a LP15 V4 LOW FOR LP35 for a \$6,000 credit;
2. That the Mayor is hereby authorized to approve payment to Stryker Sales, LLC in the amount of \$46,141.72 to be paid from the Public Safety Fund;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Boaz, Alabama.

APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY, 2026.

Tim Walker
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

Purchase Order Form



Account Manager : Tyler Sanders

Purchase Order Date : 12-18-2025 16:10:00 -0500

Cell Phone :

Expected Delivery Date :

Stryker Quote Number : 11177833

Customer PO Number :

Bill To	Customer # : 20125392
Company Name :	CITY OF BOAZ FIRE DEPT
Contact or Department :	
Street Address :	201 BROWN ST
Add'l Address Line :	
City, ST, ZIP :	BOAZ, Alabama, 35957-1907
Phone :	

Sold To / End User	Customer # : 20125392
Company Name :	CITY OF BOAZ FIRE DEPT
Contact or Department :	
Street Address :	201 BROWN ST
Add'l Address Line :	
City, ST, ZIP :	BOAZ, Alabama, 35957-1907
Phone :	

Deliver To	Customer # : 20125392
Company Name :	CITY OF BOAZ FIRE DEPT
Contact or Department :	
Street Address :	201 BROWN ST
Add'l Address Line :	
City, ST, ZIP :	BOAZ, Alabama , 35957-1907
Phone :	

Authorized Customer Initials _____

Authorized Customer Initials _____

Authorized Customer Initials _____

Description	Total
	\$46,141.72

Pending board approval on January 13th

Total : \$46,141.72

January 2026

Dear Valued Customer,

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New and certified-preowned LIFEPAK® 35 monitor/defibrillators
- New and certified-preowned LIFEPAK 15 monitor/defibrillators
- New and certified-preowned LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine Samaritan PAD automated external defibrillators
- New and certified-preowned LUCAS® chest compression systems
- CODE-STAT™ data review software and service

Stryker is the sole source provider for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- New and certified-preowned ACLS (non-clinical) LIFEPAK monitor/defibrillators
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- LIFEPAK 35 Docking Station
- LIFEPAK FLEX®
- LIFEPAK Printer
- Crash Cart Stand
- Storage Bag Kit (left, right, and rear)
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third-party companies to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have any questions, please contact your local Stryker Account Manager, or call 1-800-STRYKER.

Sincerely,

Matt Van Der Wende
Vice President, Americas Sales

A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a patient and must refer to the instructions for use before using any Stryker product. Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: LIFELINKcentral, LIFEPAK, LIFEPAK FLEX, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders.

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RESOLUTION NO. 2026-1929

A RESOLUTION AUTHORIZING THE PURCHASE OF A 36 MONTH SERVICE AGREEMENT FROM STRYKER SALES, LLC AS A SOLE SOURCE

WHEREAS, The City of Boaz, Alabama Fire Department wishes to purchase a service agreement for the LUCAS Procure, Lifepack 35 Procure, Powerpro Procure, and Powerload Procure;

WHEREAS, Stryker Sales, LLC is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for these services;

WHEREAS, The Boaz Fire Department wishes to purchase a service agreement for the LUCAS Procure, Lifepack 35 Procure, Powerpro Procure, and Powerload Procure in the amount of \$30,750.00 for 36 months with 3 annual payments of \$10,250.00 from Stryker.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BOAZ, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Council for Boaz, Alabama, hereby authorize the purchase of a service agreement for the LUCAS Procure, Lifepack 35 Procure, Powerpro Procure, and Powerload Procure from STRYKER SALES, LLC as a Sole Source Product in the amount of \$30,750.00 for 36 months with 3 annual payments of \$10,250.00;
2. That the Mayor is hereby authorized to approve payment to Stryker Sales, LLC in the amount of \$30,750.00 with 3 annual payments of \$10,250.00 to be paid from the Public Safety Fund;
3. That the equipment as described in this Resolution is to be used only for official business of the City of Boaz, Alabama.

APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY, 2026.

Tim Walker
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

January 2026

Dear Valued Customer,

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New and certified-preowned LIFEPAK® 35 monitor/defibrillators
- New and certified-preowned LIFEPAK 15 monitor/defibrillators
- New and certified-preowned LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine Samaritan PAD automated external defibrillators
- New and certified-preowned LUCAS® chest compression systems
- CODE-STAT™ data review software and service

Stryker is the sole source provider for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- New and certified-preowned ACLS (non-clinical) LIFEPAK monitor/defibrillators
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- LIFEPAK 35 Docking Station
- LIFEPAK FLEX®
- LIFEPAK Printer
- Crash Cart Stand
- Storage Bag Kit (left, right, and rear)
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third-party companies to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have any questions, please contact your local Stryker Account Manager, or call 1-800-STRYKER.

Sincerely,

Matt Van Der Wende
Vice President, Americas Sales

A healthcare professional must always rely on his or her own professional clinical judgment when deciding whether to use a particular product when treating a patient and must refer to the instructions for use before using any Stryker product. Stryker Corporation or its divisions or other corporate affiliated entities own, use or have applied for the following trademarks or service marks: LIFELINKcentral, LIFEPAK, LIFEPAK FLEX, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders.

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RESOLUTION No. 2026 1930

WHEREAS, the City of Boaz, Alabama (hereinafter at times referred to as CITY) is desirous of having certain improvements made on SR-205 within the City Limits of Boaz, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number BR-0205(507), Bridge Replacement and Approaches on SR-205 Over ATN Railroad (BIN # 000438), including the Realignment of SR-205 and Old Guntersville Gadsden Road

WHEREAS, The Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, The Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the City will agree to certain requirements of the Federal Highway Administration. The City for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the City Council of Boaz that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this City and which are now on file in the office of the City Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway

Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The City by and through its City Council hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The City hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

See Plans: BR-0205(507) [Sheets 4 – 7-A, 21 – 24, 30 – 34, 50 – 53, 70 – 73]

Please refer to: Project Notes [Sheet 2L] – TCP Notes [Sheet 2M]

Please refer to: Traffic Control Plans [Sheets 120, 121-141, 142, 143 - 145]

BE IT FURTHER RESOLVED by the City Council, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the City over said project, such City hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on

the above mentioned project the City will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The City further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the City further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this City Council :

1. That the City agrees to perform all maintenance on crossroads, service or frontage roads, and service drives. (See Exhibit A).
2. That the City agrees to perform all maintenance on relocated roads that are not designated Federal or State highways that are in the jurisdiction of the City . (See Exhibit A).
3. That the City agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the City has the option of vacating same. (See Exhibit A).
4. That the N/A agrees to perform all maintenance on interchanges along the roadways and along the ramps to the end of the bridge or frontage roads.
5. That the N/A agrees to perform all maintenance on grade separations along the roadway to the end of the bridge.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the _____ day of _____, 20_____ .

ATTEST

City Clerk,

Mayor,

STATE OF ALABAMA

ETOWAH COUNTY

I, the undersigned, Clerk of City of Boaz, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution duly and lawfully adopted by the City Council, of the foregoing City, at its regular meeting held on the _____ day of _____, 20____, which resolution is on file in the office of the City Clerk.

Given under my hand and the official seal of such City this _____ day of _____, 20_____.

City Clerk

RESOLUTION NO. 2026-1931

BE IT RESOLVED by the City Council of the City of Boaz, Alabama, that the Mayor be, and is hereby authorized, to enter into a non-exclusive Agreement between the City of Boaz, Alabama and Volkert, Inc., for one year of Civil Engineering Services, on behalf of the City of Boaz, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached here to and identified as “Agreement for Professional Services Between Owner and Consultant Engineer” consisting of a total of thirty-five (35) pages and the date of January 12, 2026, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Boaz, Alabama.

ADOPTED AND APPROVED THIS 12TH DAY OF JANUARY 2026.

Tim Walker

Mayor

ATTEST:

Beth Stephens

City Clerk/Treasurer

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

This Agreement made and entered into this 12th day of January, 2026 (“Agreement”), by and between the City of Boaz, having its principal place of business at 112 North Broad St, Boaz, AL 35957, hereafter referred to as the OWNER, and Volkert, Inc., having its principal place of business at 11 N. Water Street, Mobile, AL, hereinafter referred to as the CONSULTANT, which entities may also be referred to herein individually as “Party” and/or collectively as “Parties” as circumstances dictate;

WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, engineering, and/or inspection services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

And WHEREAS, the SUBCONSULTANT shall abide by the provisions of USDOT 1050.2A- Appendix A and Appendix E, with said provisions to apply to all contracted services including procurements of materials and leases of equipment, if any.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the Parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions.

1.1 PROJECT or PROJECTS. The total undertaking to be accomplished for Owner by the Consultant, other engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed or furnished by Consultant under this Agreement are a part.

1.2 AGREEMENT. This written contract for professional services between OWNER and CONSULTANT including any and all attachments, exhibits, amendments, addenda, or Work Authorizations, and any other agreements or other documents that are incorporated herein by reference.

1.3 WORK AUTHORIZATION. A written order authorizing CONSULTANT to perform Services in accordance with the terms of this Agreement. This term shall also include any task order issued by OWNER defining the particular scope of services, cost, and schedule for an assigned task and setting forth any additional obligations of the Parties pursuant thereto. When utilized, such task orders shall be issued in the form set forth in Exhibit C (“Sample Task Order”).

1.4 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Article 3 and which may be described in Exhibit A and/or any Work Authorization as “Basic Services”, “Scope of Work”, or similar. Referred to herein as “Services”.

1.5 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3, and as may be more fully set forth in any duly issued Work Authorization, as mutually agreed to in writing between OWNER and CONSULTANT. Where requested by OWNER or made necessary to complete CONSULTANT’s Services under the Project, all items set forth in Section 3.3 of this Agreement are specifically designated as Additional Services for purposes of this Agreement. Additional Services also referred to herein as “Services” as circumstances dictate.

1.6 EXCLUDED SERVICES. Without attempting to be a complete list or description of all services or potential services that are excluded from this Agreement and which will not be performed by CONSULTANT, the Parties specifically acknowledge that the CONSULTANT does not undertake responsibility in any way for discovering, handling, identifying, removing, or disposing of any hazardous materials, pollutants, contaminants, or wastes.

1.7 EFFECTIVE DATE. The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two Parties to sign and deliver.

1.8 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term “Contractor” means the Contractor or its authorized representative but excludes the CONSULTANT and its subconsultants.

1.9 CONSTRUCTION CONTRACT. To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to the entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Contractor’s Work.

1.10 CONSTRUCTION CONTRACT DOCUMENTS. To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Where the OWNER shall authorize the use of digital files for the submission and conveyance of official Construction Contract Documents, such digital files shall be deemed acceptable and reliable to the same extent as if the same had been provided in a print format. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.11 DRAWINGS. To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to that part of the Contract Documents which graphically shows the scope, extent, and character of the Contractor's Work. Shop Drawings are not Drawings as so defined.

1.12 SPECIFICATIONS. To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to that part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Contractor's Work and certain administrative details applicable thereto.

1.13 SHOP DRAWINGS. To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, this term refers to all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT and submitted by Contractor to illustrate some portion of the Contractor's Work.

1.14 RECORD DRAWINGS. To the extent that such may be relevant to the terms of the Agreement, or may be included in the Scope of Services, the term Record Drawings, also referred to as "as-builts" and "as-built plans," shall mean drawings depicting the completed Project, which may be prepared by CONSULTANT as an Additional Service or by others in accordance with the terms of this Agreement, and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT or such other entity as may be charged with preparation under the terms of this Agreement and which shall be annotated by Contractor to show changes made during construction.

1.15 CONSTRUCTION OBSERVER. Where this role is included in the Consultant's Services per the Scope of Services, the authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by

OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in Exhibit A. Parties acknowledge that CONSULTANT's provision of a CONSTRUCTION OBSERVER shall not constitute approval of any construction work nor shall it be construed to relieve any Contractor of its obligations and/or responsibilities.

1.16 APPLICABLE LAWS/LAWS AND REGULATIONS. The terms Applicable Laws and Laws and Regulations, as used herein, shall mean the law of the state set forth in Section 8.11 ("Governing Law/Jurisdiction/Venue") as well as applicable regulations, codes, and licenses promulgated or issued by any board, commission, or agency having authority and jurisdiction over this Agreement. (May also be referred to herein as "Governing Law").

1.17 CONSULTANT'S SERVICES. The jobs, services, goods, deliverables, duties, and activities to be performed or provided by or on behalf of Consultant under this Agreement inclusive of all Basic Services and any duly authorized Additional Services, including professional services more specifically defined as engineering review of subdivision plans, structural and roadway design services, creation and preparation of construction documents in relation to a construction project, as well as provision of all necessary ancillary equipment, personnel, and tools of trade in accordance with the terms of this Agreement.

1.18 CONTRACTOR'S WORK. To the extent that such may be relevant to the terms of the Agreement, this term refers to any and all jobs, goods, deliverables, duties, activities, and services to be performed or provided by a Contractor for Owner pursuant to the terms of a Construction Contract.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

2.1 CONSULTANT is providing professional engineering services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that CONSULTANT assumes any responsibility or duties of any Contractor(s) or can be held liable for such Contractor's (or its employees, agents, officers, suppliers, or others as may be under Contractor's control and direction) failure to perform their obligations and duties to OWNER.

2.2 The Contractor(s) will be solely responsible for means, methods, techniques, sequences, and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's Work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER. CONSULTANT neither guarantees the performance of the Contractor nor assumes responsibility for the Contractor's failure to furnish and perform the

Contractor's Work in accordance with the Construction Contract Documents.

2.3 Where CONSULTANT does not have a contractual relationship with the Contractor regarding the Project, OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers, and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts. Requiring action or conduct out of Contractor is the responsibility of the OWNER.

ARTICLE 3 SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall perform the Basic Services as set forth in this Article 3, in Exhibit A, and/or in any Work Authorizations that may be issued, as well as any Additional Services duly authorized in accordance with the terms and conditions herein. Such items, taken together, shall be referred to herein as the "Scope of Services".

CONSULTANT's Scope of Services as set out hereunder is finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, or in Exhibit A, or in any subsequent Work Authorizations agreed upon between OWNER and CONSULTANT, is expressly not a part of CONSULTANT's Scope of Services.

3.1.1 Safety. Consistent with and pursuant to Section 3.2.6, CONSULTANT shall not be responsible for site safety, or for the safety of Contractor or its employees or subcontractors. CONSULTANT is not being retained to, and shall not be expected or required to, research or review the safety record or history of OSHA violations of any potential bidding contractor, and shall not be expected, required, or retained to undertake vetting, pre-screening, researching, or approving any potential bidding contractor based on its safety record.

3.1.2 Permits. CONSULTANT shall, as part of its performance of the Basic Services, assist OWNER in meeting OWNER's duty to obtain those permits and approvals which are typical of and necessary to the performance of CONSULTANT's Services on this contract. Any assistance beyond that inherent in the Basic Services shall be considered as Additional Services, as defined herein. The Parties acknowledge that many factors which impact permitting and approval are outside the realm of control of CONSULTANT and its agents, and CONSULTANT bears no responsibility for the OWNER's obligation to obtain such permitting and approval items as may be necessary for the completion of the Project.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform its Services in conformance with the generally accepted care and skill ordinarily exercised by professionals of the same type practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services, and guarantees no particular result. CONSULTANT neither guarantees the performance of any Contractor(s), nor assumes the responsibility of the Contractor(s) to furnish or perform its obligations to OWNER, whether arising from the Construction Contracts, the Contract Documents, or otherwise.

3.2.2 SUBCONSULTANTS. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services, subject to timely approval by OWNER, which shall not be unreasonably withheld.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, CONSULTANT and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 The CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot reasonably ascertain. OWNER, therefore, agrees not to make any resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such documents.

3.2.5 The Parties acknowledge that, where the Scope of Services may include such, any opinions issued by CONSULTANT regarding probable construction cost are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgement as a professional generally familiar with the industry. However, Parties further acknowledge that because CONSULTANT has no control over the costs of labor, materials, equipment, or services furnished by others, or over any Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from any opinion of probable construction cost that may be prepared by CONSULTANT.

3.2.6 CONSULTANT and Contractor.

3.2.6.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any Contractor Work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by

the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of the Contractor's Work.

3.2.6.2 Parties agree that where, in the course of performance of its Services hereunder, CONSULTANT may have the authority to reject any Contractor Work which, in the professional opinion of the CONSULTANT does not generally conform to any Construction Contract Documents, that authority shall in no way be construed as a duty to reject such work. Neither such authority, nor the decision to exercise or not exercise such authority, nor any action or inaction of CONSULTANT, shall give rise to a duty or responsibility of CONSULTANT for site safety or construction means, methods, or techniques; or create any express or implied duty or responsibility to any Contractor, subcontractor, other consultants or subconsultants, materials and/or equipment suppliers, or the employees of any of them.

3.2.6.3 CONSULTANT shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor, supplier, or any of their agents or employees, or of any other persons (except CONSULTANT's own agents, employees, and subconsultant(s) at the Project site or where otherwise furnishing or performing any Services; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by CONSULTANT, pursuant to its Scope of Services as defined herein.

3.2.6.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of the Project or its design, including but not necessarily limited to, change in size, complexity, project schedules, or character of construction; revisions to previously accepted studies, reports, design documents, or contract documents; and preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining

approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

- (b) Services (in addition to those furnished under Basic Services, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.
- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project applicable to CONSULTANT's Services including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.
- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- (g) Furnishing services of CONSULTANTS for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the site or OWNER's office as required in Basic Services.
- (i) Preparing additional bidding documents or Contract Documents for alternate bids or prices requested by OWNER for the Contractor's Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.

- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor, unless the nature of SUBCONSULTANT's Services would typically dictate performance of the Services at such time, and the performance of the Services at such time was clearly contemplated in the original Scope of Services with such timeline set forth specifically therein.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to OWNER.
- (n) Supplementing Record Drawings with information regarding the completed Project, site, and immediately adjacent areas obtained from field observations, OWNER, utility companies, and other reliable sources.
- (o) Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, OWNER, utility companies, and other sources; revising and supplementing Record Drawings as needed.
- (p) Preparing to serve or serving as an advisor, consultant, or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.
- (q) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (r) Overtime work requiring higher-than-regular rates.
- (s) Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
- (t) Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- (u) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (v) Services in connection with work change directives and change orders to reflect changes requested by OWNER.

- (w) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (x) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Project work (advance notice not required), (2) the presence at the site of any items of historical or cultural significance, (3) Project work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (y) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Project work.

3.4 Changed Conditions. Parties acknowledge that it is possible that unforeseen or changed conditions may be encountered which could substantially alter the necessary services or the risk involved in completing CONSULTANT's Services. Where such changed conditions may require the renegotiation of the Scope of Services or termination of Services, Owner shall rely on CONSULTANT's judgement as to the continued adequacy of this Agreement in light of the discovery of conditions that were not anticipated or known. If renegotiation is necessary, CONSULTANT and OWNER shall in good faith enter into renegotiation of this Agreement to permit CONSULTANT to continue to meet OWNER's needs. If the Parties cannot reach an agreement as to renegotiated terms, OWNER agrees that CONSULTANT shall have the right to terminate this Agreement and be paid in accordance with the Agreement for all Services conducted and all Expenses incurred up to the date of termination, plus any reasonable termination costs.

ARTICLE 4 COMPENSATION OF CONSULTANT

- 4.1** CONSULTANT shall be compensated by OWNER in accordance with Exhibit B hereto.
- 4.1.1** OWNER shall pay all costs associated with Additional Services authorized by the OWNER.
 - 4.1.2** For any project utilizing a task order in accordance with terms of this Agreement, the scope of services, schedule, and amount of compensation to be paid shall be included therein.

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultants' services.

4.1.4 Reimbursable expenses are defined as follows: travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment ("Expenses").

4.1.5 The OWNER as purchaser of the Services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Department #2042, Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for Services and Expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against CONSULTANT for any such suspension.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion, in accordance with the terms of this Agreement.

4.5 Redesign Fees. Where circumstances arise due to any cause, other than the negligence of CONSULTANT in the performance of its Services hereunder, which circumstances require or lead OWNER to request the redesign of all or a part of the Project by CONSULTANT, Parties hereby agree that both Parties will negotiate in good faith the terms of payment for such, which shall be considered Additional Services, and CONSULTANT shall be compensated fairly for any such redesign work.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, where the responsibility for providing such Project-related information and/or data as set forth below in this Article 5 is not specifically allocated to Consultant as a part of the Basic Services in the Scope of Services, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including, as appropriate, any design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability requirements; and any budgetary limitations.

5.2 Where applicable to the Project or Consultant's Services, give instructions to CONSULTANT regarding OWNER's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), OWNER's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of OWNER's bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

5.3 Furnish copies (or give specific directions requesting CONSULTANT to use copies already in CONSULTANT's possession) of all design and construction standards, OWNER's standard forms, general conditions, supplementary conditions, text, and related documents and content for CONSULTANT to include in draft bidding-related documents (or requests for proposals or other construction procurement documents), where appropriate in accordance with the Scope of Services, and draft construction Contract Documents, when applicable. OWNER shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents) where such may be appropriate to the Scope of Services, and (2) those portions of any Construction Contract other than, where applicable, the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and OWNER shall seek the advice of OWNER's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

5.4 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs, investigation, site conditions, or work performed at or adjacent to the Project site(s).

5.5 Advise CONSULTANT of and provide CONSULTANT with all information and data in its possession concerning the type and location of all underground utilities, both public and private, where such may be relevant to CONSULTANT's Services. CONSULTANT shall be entitled to rely on such information provided by OWNER as complete and accurate.

5.6 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services hereunder (where the responsibility for providing such Project-related information and/or data is not specifically allocated to Consultant as a part of the Basic Services). As related to the Scope of Services, such information and data may be expected to include, but not necessarily be limited to, the following:

5.6.1 Property descriptions;

5.6.2 Zoning, deed, and other land use restrictions;

5.6.3 Utility and topographic mapping and surveys;

5.6.4 Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points;

5.6.5 Explorations and tests of subsurface conditions at or contiguous to the Project site, drawings of physical conditions relating to existing surface or subsurface structures at the Project site, or hydrographic surveys, with appropriate professional interpretation thereof; and

5.6.6 Environmental assessments, audits, investigations, impact statements, and other relevant environmental or cultural studies as to the Project, the Project site, and adjacent areas.

5.7 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.8 Examine all alternate solutions (“value engineering”), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination and render timely written decisions pertaining thereto.

5.9 Obtain and provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.10 Provide the following services in recognition and acknowledgement that CONSULTANT’s Services do not include them:

5.10.1 Accounting, bond, and financial advisory; independent cost estimating; and insurance counseling services, and

5.10.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.11 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.12 Designate and identify to CONSULTANT a person to act with authority on OWNER’s behalf.

5.13 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

5.14 Provide prompt review of all CONSULTANT submittals.

**ARTICLE 6
INSURANCE AND INDEMNIFICATION**

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below , to be provided by an insurer with an AM Best rating of A- or higher and in the most recent form edition. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT’s policy of commercial general liability and automobile liability insurance and shall provide endorsement evidencing same, specifically to include CG 20.10 and 20.37 endorsements.

6.1.1 Commercial General Liability

- | | | |
|-----|--------------------|-------------|
| (a) | Each Occurrence: | \$1,000,000 |
| (b) | General Aggregate: | \$2,000,000 |

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

(a) Each Accident: \$1,000,000

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

(a) Each Accident: \$1,000,000

(b) Disease, Each Employee: \$1,000,000

(c) Disease, Policy Limit: \$1,000,000

6.1.5 Professional Liability

(a) Each Claim: \$2,000,000

(b) Annual Aggregate: \$2,000,000

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed, or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project and provide CONSULTANT with appropriate endorsements indicating CONSULTANT's designation as an additional insured on each policy that allows the addition of additional insureds.

6.2 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance held by the OWNER as trustee. If OWNER is not the sole Owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.3 INDEMNIFICATION.

6.3.1 INDEMNIFICATION BY CONSULTANT. TO THE FULLEST EXTENT PERMITTED BY LAW, **AND UP TO THE LIMITS OF THE EXCLUSIVITY OF REMEDIES PROVISION CONTAINED HEREIN**, CONSULTANT SHALL INDEMNIFY OWNER AND OWNER'S OFFICERS, DIRECTORS AND EMPLOYEES FOR COSTS, LOSSES, JUDGMENTS, DAMAGES AND EXPENSES (INCLUDING ANY REASONABLE ATTORNEYS' FEES) ACTUALLY INCURRED AND PAID, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS AND OMISSIONS OF CONSULTANT IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES HEREUNDER. IN ANY MATTERS INVOLVING ALLEGATIONS OF NEGLIGENT PERFORMANCE OF PROFESSIONAL SERVICES BY CONSULTANT, CONSULTANT'S DEFENSE DUTIES UNDER THIS INDEMNIFICATION PROVISION (WHICH ARE EXPRESSLY DISCLAIMED) SHALL INCLUDE ONLY REIMBURSEMENT OF REASONABLE DEFENSE COSTS TO THE EXTENT INCURRED AS A PROXIMATE RESULT OF CONSULTANT'S ACTUAL NEGLIGENT PERFORMANCE.

6.3.2 INDEMNIFICATION BY OWNER. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, AND SUBCONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, OMISSION, OR WILLFUL MISCONDUCT OF OWNER OR OWNER OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, EMPLOYEES, CONSULTANTS, OR OTHERS RETAINED BY OR UNDER CONTRACT TO THE OWNER WITH RESPECT TO THIS AGREEMENT OR TO THE PROJECT.

6.3.3 ENVIRONMENTAL INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CONSULTANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUBCONSULTANTS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, RELATING TO, OR RESULTING FROM ANY SUBSTANCE, PRODUCT, WASTE, OR OTHER MATERIAL OF ANY NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ASBESTOS, PETROLEUM, RADIOACTIVE MATERIAL, AND PCBs) WHICH IS OR BECOMES LISTED, REGULATED, OR ADDRESSED PURSUANT TO (A) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. §§9601 ET SEQ. ("CERCLA"); (B) THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. §§1801 ET SEQ.; (C) THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. §§6901 ET SEQ. ("RCRA"); (D) THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. §§2601 ET SEQ.; (E) THE CLEAN WATER ACT, 33 U.S.C. §§1251 ET SEQ.; (F) THE CLEAN AIR ACT, 42 U.S.C. §§7401 ET SEQ.; AND (G) ANY OTHER FEDERAL, STATE, OR LOCAL STATUTE, LAW, RULE, REGULATION, ORDINANCE, RESOLUTION, CODE, ORDER,

OR DECREE REGULATING, RELATING TO, OR IMPOSING LIABILITY OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS, TOXIC, OR DANGEROUS WASTE, SUBSTANCE, OR MATERIAL AT, ON, OR UNDER THE PROJECT SITE, PROVIDED THAT (1) ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) NOTHING IN THIS PARAGRAPH SHALL OBLIGATE OWNER TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT.

6.3.4 PERCENTAGE SHARE OF LIABILITY.

OWNER AND CONSULTANT HEREBY EXPRESSLY AGREE THAT EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE PARTY'S PERCENTAGE SHARE OF THE TOTAL LIABILITY OF A CLAIM OR DISPUTE ARISING UNDER THIS AGREEMENT **UP TO THE LIMITS OF THE EXCLUSIVITY OF REMEDIES PROVISION CONTAINED HEREIN.**

ARTICLE 7 TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER's failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either Party upon 30 days written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's Services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(c) In the event of termination for cause, CONSULTANT shall have no liability to OWNER on account of such termination.

(d) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the Party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating Party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable Expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER for and obtain payment of a reasonable amount for Services and Expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Contract Period. All contracts, agreements, provisions, and stipulations of this Agreement shall remain in full force for a period of one (1) year from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents, including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless of whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save, and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys’ fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER’s or others’ use of such Documents. It shall be deemed acceptable for CONSULTANT to deliver to OWNER the original record version of such Documents in a digital format, signed and sealed according to applicable Laws and Regulations. Provided, however, that where another acceptable format for the original record version is required under Applicable Laws and Regulations, SUBCONSULTANT shall provide the original record version in such approved format.

8.3 Electronic Transmittals.

8.3.1 OWNER and CONSULTANT may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly or through access to a secure project website, in accordance with a mutually agreeable protocol.

8.3.2 If this Agreement does not establish protocols for electronic or digital transmittals, then OWNER and CONSULTANT shall jointly develop such protocols.

8.3.3 When transmitting items in electronic media or digital format, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

8.4 Municipal Advisor Disclosure and Disclaimer

CONSULTANT is not acting or being retained to act as a "municipal advisor," as that term is defined by Section 15B(e)(4)(A)(i) and (ii) of the Securities and Exchange Act of 1934, as amended, and does not owe a fiduciary duty to OWNER or an "obligated person," as that term is defined by Section 15B(e)(10) of the Securities and Exchange Act of 1934, as amended. CONSULTANT shall not provide advice or recommendations to or on behalf of OWNER or an obligated person regarding municipal financial products or the issuance of municipal securities. CONSULTANT is not recommending an action to OWNER or an obligated person; CONSULTANT is not acting as an advisor to OWNER or an obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act to OWNER or an obligated person with respect to the information and material communicated pursuant to this Agreement or the Project; CONSULTANT is acting for its own interests; and OWNER and any obligated persons should discuss any information and material contained in any communications with any and all internal or external advisors and experts that OWNER or obligated person deems appropriate before acting on any information or material. CONSULTANT will not be providing advice or recommendations that are particularized to the specific needs, objectives, or circumstances of OWNER or an obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. CONSULTANT will not be asked or expected to provide anything other than general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities; nor will CONSULTANT be asked or expected to provide anything other than information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to OWNER.

8.5 Force Majeure/Delays and Extensions of Time.

8.5.1 CONSULTANT and OWNER agree that no Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligation to make previously owned payments to the other Party due hereunder) to the extent that an act beyond the impacted Party's reasonable control, including without limitation, acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats, riots, civil unrest, government order or law or action or inaction of governmental authority, embargo or blockade, strikes, labor stoppages, industrial disturbances, encountering hazardous materials and/or concealed/unknown conditions, shipping delays, national or regional emergency, pandemic, epidemic, or other widespread medical or natural disasters or similar events, ("Force Majeure

Events”) may impact, interfere with, delay, or frustrate a Party’s ability to so perform under the Agreement.

8.5.2 If CONSULTANT is delayed, impacted, or frustrated from commencing or progressing the Services at any time by a Force Majeure Event or any cause deemed to be beyond the reasonable control of CONSULTANT, the schedule will be automatically extended and compensation will be equitably adjusted to the extent reasonably necessary to compensate CONSULTANT for any increases in the cost of the Services caused by such delay.

8.6 Exclusivity of Remedies. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT’s officers, directors, employees, agents and subconsultants, and of any of them, to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT’s Services, the Project, or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability, or breach of contract by CONSULTANT or CONSULTANT’s officers, directors, employees, agents, or subconsultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of insurance required under this Agreement.

8.7 Successors and Assigns

8.7.1 OWNER and CONSULTANT are each hereby bound and the partners, successors, executors, administrators, and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Paragraph 8.7.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.

8.7.2 Neither OWNER nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.7.3 Nothing under this section or the within the other terms of this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other Party. OWNER agrees that that the substance of the provisions of this Paragraph 8.7.3 shall appear in any Construction Contract Documents.

8.8 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the Parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. The Prevailing Party shall be entitled to recover its reasonable and necessary attorneys' fees, costs, and expenses. "Prevailing Party" shall be defined as a party which receives a final judgement in an amount greater than 75% of said Party's initial claim. Should neither Party attain the status of Prevailing Party as defined herein, each Party shall bear its own costs in respect to the claim. ANY PROVISIONS HEREIN TO THE CONTRARY NOTWITHSTANDING, OWNER AND CONSULTANT HEREBY AGREE THAT ANY DISPUTES BETWEEN THEM WILL BE TRIED TO THE BENCH AND NOT TO A JURY, AND EACH OF THEM WILLFULLY AND VOLUNTARILY WAIVES ITS RIGHT TO TRIAL BY JURY FOR ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

8.9 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien, or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.10 Waiver of Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, agents, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others involved in the Project.

8.11 Governing Law/Jurisdiction/Venue. It is expressly agreed and stipulated between the Parties that this Agreement shall be deemed to have been executed in the state that is the situs of the Services to be performed herein. This Agreement shall be governed by the laws of that State, and any disputes related to or arising out of this Agreement or its alleged breach, shall be

brought in Marshall County, exclusive of that state's choice of law provisions. In any such litigation, both Parties hereby waive their rights to jury trial and mutually agree that any disputes between them arising out of this Agreement that are subject to litigation shall be tried to the bench only.

8.12 Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion of the Services.

8.13 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, which hereby agree that, in such instance, the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

8.14 Total Agreement. This Agreement (together with the exhibits referenced herein) constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both Parties.

8.15 Confidentiality. CONSULTANT shall maintain the confidentiality of all information specifically designated as confidential by OWNER, unless withholding such information would violate the law, create a risk of significant harm to the public, or prevent CONSULTANT from establishing a claim or defense in an adjudicatory proceeding. Parties, however, acknowledge that CONSULTANT shall have the right to include photographic or artistic representations of the Project and descriptions of both the Project and CONSULTANT's Services to OWNER on the Project in the preparation CONSULTANT's marketing materials, such as proposals, presentations, etc. Parties agree that such usage by CONSULTANT shall not include OWNER's confidential information, where the OWNER has previously notified CONSULTANT in writing of the confidential nature of such information. It is understood and agreed that CONSULTANT may retain electronic copies of confidential information created by automatic computer generated backup systems in the ordinary course of business, but such copies shall be deleted in the ordinary course of Subconsultant's file maintenance, shall not be accessed by CONSULTANT, and shall nevertheless remain subject to this Agreement.

8.16 Construction. The Parties acknowledge that this Agreement is the result of careful negotiation and that both Parties have had the opportunity to carefully review the terms of the Agreement. CONSULTANT and OWNER therefore agree that this Agreement will be considered to have been drafted jointly by the Parties to it and shall not be construed or interpreted against any particular Party, regardless from which Party the base document may have originated or who may have originally drafted any particular portion of the Agreement. Any principal of construction or rule of law that provides for any latent ambiguities within an Agreement to be construed against the drafter are, therefore, agreed by both Parties to be inapplicable to the terms of this Agreement.

8.17 Designated Representative. With the execution of this Agreement, CONSULTANT and OWNER shall designate specific individuals to act as CONSULTANT’s and OWNER’s representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective Party whom the individual represents.

Address for OWNER’s receipt of notices:
112 N. Broad St.
Boaz, AL 35957

Address for CONSULTANT’s receipt of notices:
200 Clinton Ave. W., Ste. 250
Huntsville, AL 35801

Designated Representative (Paragraph 8.17):

Name: Tim Walker

Title: Mayor

Phone Number: 256-593-8105

E-Mail Address: Tim.Walker@CityofBoaz.org

Designated Representative (Paragraph 8.17):

Name: Katie Warren

Title: Project Engineer

Phone Number: 256-777-8885

E-Mail Address: Katie.warren@volkert.com

8.18 Notice of Security Event. OWNER hereby agrees to notify CONSULTANT by email to itsecurity@volkert.com with copy to the CONSULTANT’s Designated Representative, as soon as reasonably possible (but in no case later than twenty-four (24) hours) after it becomes aware of any Security Event. (Security Event to be defined herein as any compromise by unauthorized access, unauthorized use, or inadvertent disclosure that impacts the confidentiality, integrity, or availability of CONSULTANT’s data or information, including but not limited to a data breach as defined under the Applicable Laws and Regulations.) All notices of the Security Event shall summarize such event in reasonable detail, including but not limited to (i) the effect on CONSULTANT, if known, and (ii) the date and time identified.

OWNER will designate a representative to serve as the point of contact during the Security Event, if different from the OWNER’s Designated Representative identified in this Agreement. OWNER shall cooperate fully with CONSULTANT and fully remediate all the effects of such Security Event, develop and execute a plan that reduces the likelihood of the same or similar Security Event from occurring in the future, and provide CONSULTANT with such assurances as CONSULTANT shall request that such Security Event is not likely to recur. The content of any filing, communication, notice, press release, or report related to any Security Event with inference to or identification of CONSULTANT must be approved by CONSULTANT prior to any publication or communication.

Upon determining that a Security Event has been resolved, or otherwise upon request by CONSULTANT after a reasonable time has elapsed since the Security Event was reported, OWNER shall within ten (10) business days provide to CONSULTANT a written executive summary or other similar document detailing the (i) suspected or confirmed cause of the Security Event; (ii) CONSULTANT data, including Confidential Information affected; (iii) steps taken to address the Security Event and steps to be implemented by OWNER’s management to prevent reoccurrences of Security Events of a similar nature; (iv) a list of communications made to third parties, including

data subjects and law enforcement agencies, as a result of the Security Event; and (v) a statement certifying that the underlying cause of the Security Event has been mitigated.

8.19 Headings for Reference Only. Where used, titles and headings within this Agreement are for reference only, are intended solely to provide convenience and organization, and will not be used to modify, interpret, construe, expand, or explain any of the provisions of this Agreement or the intentions of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Boaz

CONSULTANT: VOLKERT, INC.

By: _____

By: Jonathan D. Grammer

Print name: Tim Walker

Print name: Jonathan D. Grammer, PE, CCM

Title: Mayor

Title: Regional Vice President

Date Signed: _____

Date Signed: January 12, 2026

EXHIBIT A

SCOPE OF SERVICES

The scope of work for the engineering services agreed to hereunder shall be in accordance with each individual task order issued pursuant to this agreement.

EXHIBIT B

TERMS OF COMPENSATION

The terms of compensation for the engineering services agreed to hereunder shall be in accordance with each individual task order issued pursuant to this agreement.

EXHIBIT C SCHEDULE

The schedule for each individual task assigned under this Agreement will be included in full in the related task order to be executed for that task. The Parties acknowledge that all reasonable efforts will be made to complete each task within any schedule which may have been set by the Prime Agreement.

EXHIBIT D SAMPLE TASK ORDER

VOLKERT

SAMPLE **TASK ORDER FORM**

Task Order Number:

Subcontract Number:

Project Title:

Project Number:

Project Manager:

Client Information:

This Task Order No. [XX] is entered into this [XX] day of [MONTH], 20[XX] by and between Volkert, Inc. (“CONSULTANT”) and the City of Boaz (“OWNER”) (individually a “Party” and together the “Parties”) pursuant to the existing Owner-Consultant Agreement executed by the Parties on [MONTH] [XX], 20[XX] (“Agreement”). The Task Order is attached to and intended to be governed by the terms and conditions of the Agreement, and all terms used but not otherwise defined herein shall have the same meanings given to them in the Agreement.

WITNESSETH:

WHEREAS, the Parties previously entered into the Agreement referenced above under which CONSULTANT agreed to perform certain professional services in accordance with the instruction of the Agreement;

WHEREAS, the Agreement provides that the Parties may enter into a Task Order to authorize certain work as set forth in the Scope of Services (as defined in the Agreement);

WHEREAS, the OWNER wishes CONSULTANT to perform certain tasks pursuant to the project referenced herein;

WHEREAS, the CONSULTANT wishes to perform said services for OWNER;

WHEREAS, the purpose of this Task Order is to authorize work in accordance with the Agreement and the scope of services, schedule, and fee set forth herein; and

WHEREAS, all of the terms of the Agreement apply to this Task Order and no terms herein shall be construed as a modification of any term set forth in the Agreement and will, instead, serve only to establish the specific scope of work, schedule, and fee agreed upon by the Parties in connection with this particular Task Order.

NOW THEREFORE, CONSULTANT and OWNER do hereby agree as follows:

1. **Scope of Work.** CONSULTANT shall provide any and all services set forth in Attachment A of this Task Order (“Task Order Scope of Work”).
2. **Schedule/Man Hours Estimate.** The work set forth in Attachment A shall be performed in accordance with the agreed upon schedule (“Schedule”) and in substantial conformity with any provided man hours estimate (“Man Hours”), such Schedule along with the Man Hours estimate, if any, to be set forth in Attachment B of this Task Order (“Task Order Project Schedule/Man Hours Estimate”).
3. **Fee.** The fee due to CONSULTANT for the services outlined in Attachment A shall be paid in accordance with the terms of the Agreement and in the format and amount set forth under Attachment C to this Task Order (“Task Order Compensation”).
4. **Authorization to Proceed.** OWNER will give CONSULTANT authorization to proceed with the work specified in this Task Order only after CONSULTANT submits to OWNER updated insurance certificates and endorsements as may be required under the Agreement.
5. For clarity, Parties agree that that no term beyond scope, schedule, and fee is intended to be altered by this Task Order and that, where this Task Order may conflict with the terms of the Agreement, the terms of the Agreement shall govern.

IN WITNESS WHEREOF, CONSULTANT and OWNER have caused this Task Order No. [XX] to be executed this [XX] day of [MONTH], 20[XX].

CONSULTANT/ENGINEER: Volkert, Inc.

THE CITY OF BOAZ

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

To be Attached before Execution on the following pages, as appropriate:

TASK ORDER ATTACHMENT A: Task Order Scope of Work

TASK ORDER ATTACHMENT B: Task Order Schedule/Work Hours Estimate

TASK ORDER ATTACHMENT C: Task Order Compensation

TASK ORDER ATTACHMENT A SCOPE OF WORK

TASK ORDER ATTACHMENT B SCHEDULE/MAN HOURS ESTIMATE

TASK ORDER ATTACHMENT C COMPENSATION

RESOLUTION NO. 2026-1932
A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR THE BOAZ OUTLET CENTER PROPERTY IMPROVEMENTS PROJECT (BID NO. 2025-07-130)

WHEREAS, on August 11, 2025, the City of Boaz adopted Resolution No. 2025-1897, awarding the contract for the former Outlet Center Property Improvements project to Lambert Contracting, LLC, in the amount of \$4,385,731.51; and

WHEREAS, during the course of construction and following geotechnical evaluation, it was determined that unforeseen subsurface conditions exist within the Phase 1 parking lot area, necessitating extensive undercutting and the placement of shot rock and geofabric to stabilize the subgrade; and

WHEREAS, Lambert Contracting, LLC, has submitted a proposal for Change Order No. 1, dated November 21, 2025, in the estimated amount of \$1,723,252.01, to address these required site stabilizations based on field measurements and geotechnical direction; and

WHEREAS, the Kelley Group, acting as the City's engineering consultant, has provided a statement of what the Change Order covers and why it is necessary; the reason for using the change order rather than competitive bids; affirmed that all prices are reasonable and equitable and; recommends the approval of these measures to ensure the structural integrity of the asphalt paving and overall project.

THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Boaz, Alabama, that the additional work described in the Lambert Contracting, LLC proposal is necessary due to unforeseen site conditions and is in the best interest of the public health, safety, and welfare of the citizens of Boaz.

BE IT FURTHER RESOLVED that Change Order No. 1 is hereby approved, increasing the total contract to an amount not to exceed \$1,723,252.01, bringing the revised total contract price to approximately \$6,108,983.52. Lambert will work directly with the City to find cost savings as the job proceeds to a path of completion and if additional Change Orders are necessary to reflect those cost savings they will be subject to approval of the Mayor and Council.

BE IT FURTHER RESOLVED that Mayor Tim Walker is hereby authorized to execute Change Order No. 1 and any related documents necessary to effectuate this resolution on behalf of the City of Boaz.

ADOPTED AND APPROVED this 12th day of January, 2026.

ATTEST:

Tim Walker
Mayor

Beth Stephens
City Clerk/Treasurer

LAMBERT CONTRACTING, LLC

Date: 11/21/2025

Submitted To: The Kelley Group
Attention:

Proposal For: *Undercutting and Shot Rock Backfill to Stabilize
PHASE 1 of Parking Lot - Boaz Outlets
APPROXIMATELY 228,534SF*

AREA
= 25393 SY

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
1	Undercut and Dispose- 4 mile haul	19881	CY	\$13.95	\$277,339.95
2	Shot Rock Layer	27833	TON	\$39.33	\$1,094,671.89
3	Smaller stone as needed to chock off shot rock	7618	TON	\$41.94	\$319,498.92
4	4oz Non-woven Geofabric (if needed before placing final DGB layer of stone)	25393	SY	\$1.25	\$31,741.25
Estimated Total					\$1,723,252.01

NOTES:

*All quantities are estimates and shall be field measured based on actual work performed
All work to be performed as directed by the geotechnical engineer.
Undercut to be measured by the truck load at 15CY per Tri-axel Truck
Stone to be choked at the top to prevent loss of DGB section into Shot Rock
Phase 1 Area to be stabilized measured 162,000SF and averaged 2ft deep.*

PHASE 2 AREA REMAINING IS APPROXIMATELY 16,000sy (ESTIMATED TO BE 2FT OR LESS OF UNDERCUT)

RESOLUTION NO. 2026-1933

A RESOLUTION AUTHORIZING THE PURCHASE OF (2) DELL PRO RUGGED 14 RB14250; (6) DELL PRO MICRO QCM1250; AND (13) DELL PRO RUGGED 14RB14250 FOR THE BOAZ POLICE DEPARTMENT FROM DELL TECHNOLOGIES THROUGH OMNIA- NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BOAZ, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Council for Boaz, Alabama, hereby authorize the purchase of (2) Dell Pro Rugged 14 RB14250 in the amount of \$2,407.77 each; (6) Dell Pro Micro QCM1250 in the amount of \$824.49 each; and (13) Dell Pro Rugged 14 RB14250 in the amount of \$1,873.16 each for the Boaz Police Department for a total amount of \$34,113.56 through the OMNIA- National Cooperative Purchasing Alliance (NCPA) purchasing cooperative, approved by the State of Alabama and the Public Examiners Office;
2. That the Mayor is hereby authorized to approve payment to Dell Technologies, Dell Marketing LP in the amount of \$34,113.56 to be paid from the Capital Projects Fund;
3. That the equipment as described in this resolution is to be used only for official business of the City of Boaz, Alabama.

APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY, 2026.

Tim Walker
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

RESOLUTION NO. 2026-1934

A RESOLUTION AUTHORIZING THE PURCHASE OF (2) DELL PRO 24 ALL-IN-ONE (65W) QC24250 AND (3) DELL PRO 24 ALL-IN-ONE (65W) QC24250 FOR THE BOAZ PARKS AND RECREATION DEPARTMENT FROM DELL TECHNOLOGIES THROUGH OMNIA- NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BOAZ, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Council for Boaz, Alabama, hereby authorize the purchase of (2) Dell Pro 24 All-in-One (65W) QC24250 in the amount of \$1,430.59 each and (3) Dell Pro 24 All-in-One (65W) QC24250 in the amount of \$1,235.44 each for the Boaz Parks and Recreation Department for a total amount of \$6,567.50 through the OMNIA-National Cooperative Purchasing Alliance (NCPA) purchasing cooperative, approved by the State of Alabama and the Public Examiners Office;
2. That the Mayor is hereby authorized to approve payment to Dell Technologies, Dell Marketing LP in the amount of \$6,567.50 to be paid from the Capital Projects Fund;
3. That the equipment as described in this resolution is to be used only for official business of the City of Boaz, Alabama.

APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY, 2026.

Tim Walker
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer