



CITY OF BOAZ
Council Meeting Agenda
August 22, 2022
Boaz Senior Center – 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 Work Session and Council Meeting minutes from 08/08/2022.
- VII.** Committee Reports
- VIII.** Council Member Reports
 - 1. Boaz Police Department Stats for July 2022.
- IX.** Public Hearings
 - 1. There will be a public hearing on September 12, 2022 at 6:00 pm in the Boaz Senior Center located at 112 Church Street Boaz, AL 35957. The purpose of the public hearing will be to hear the application for the rezoning of the property located at 51 Lake Circle Boaz, Alabama 35956. The property is owned by Cathy V. Champion. The owner would like to rezone the property from AG (Agricultural District) to R-2 (Medium Density Detached Residential District) in order to split the property into two parcels to build another home.
- X.** Proclamations
- XI.** New Business
 - 1. Accounts Payable - Approve the accounts payable voucher dated August 5, 2022 through August 12, 2022 totaling \$320,997.75.
 - 2. Adopt Resolution No. 2022-1719 to enter into a contract with Avenu Insights & Analytics, LLC for administrative services to collect alcohol tax, rental tax, gas tax, sales/use tax, and business license discovery/ recovery.
 - 3. Adopt Resolution No. 2022-1720 approving a transportation plan pursuant to the Rebuild Alabama Act 2019-2 for the City of Boaz Fiscal Year 2022-2023.
- XII.** Old Business
- XIII.** Public Comments
- XIV.** Mayor's Comments

1. The next Council Meeting will be September 12, 2022.
2. The Boaz versus Albertville blood drive will be Tuesday, August 23rd from 7:00 A.M. to 6:00 P.M. at the Boaz Recreation Center and Wednesday, August 24th from 7:00 A.M. to 6:00 P.M. at the Albertville Chamber of Commerce. Come out and support your community.

XV. Adjourn



CITY OF BOAZ
Council Meeting Minutes
August 08, 2022
Boaz Senior Center – 6:00 PM

I. Call to Order

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

PRESENT

Mayor David Dyar
Council Member David Ellis
Council Member Josh Greer
Council Member Johnny Willis
Council Member Jeff Sims
Council Member Mike Matthews

II. Invocation

Jack Self gave the Invocation.

III. Pledge of Allegiance

Council Member Sims led the Pledge of Allegiance.

IV. Would anyone like to speak under Public Comments?

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

V. Adoption of Agenda

Motion made by Council Member Willis, Seconded by Council Member Matthews.
Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis,
Council Member Sims, Council Member Matthews

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

1. Adopt the Work Session minutes and Council Meeting minutes from 07/25/2022.

Motion made by Council Member Sims, Seconded by Council Member Matthews.
Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis,
Council Member Sims, Council Member Matthews

VII. Council Member Reports

1. Fire Department report for July 2022.

Council Member Ellis gave a report on the Boaz Fire Department for July 2022. See attached report.

2. Street Department report for July 2022.

Council Member Greer gave a report on the Boaz Street Department for July 2022. See attached report.

3. Parks and Recreation report for July 2022.

Council Member Sims gave a report on the Boaz Parks and Recreation for July 2022. See attached report.

4. Senior Center report for July 2022.

Council Member Matthews gave a report for the Boaz Senior Center for July 2022. See attached report.

5. Boaz Public Library statistics for July 2022.

Council Member Matthews gave a report on the Boaz Public Library for July 2022. See attached report.

VIII. New Business

1. Accounts Payable - Approve the accounts payable voucher dated July 22, 2022 through July 29, 2022 totaling \$135,326.36.

Motion made by Council Member Ellis, Seconded by Council Member Greer.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

2. Connie Taylor of Phillips Financial Advisors LLC presented the 2019-2020 fiscal year audit report.

3. Adopt the 2019-2020 fiscal year audit.

Motion made by Council Member Willis, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

IX. Mayor's Comments

1. The next Council Meeting will be August 22, 2022.

Mayor Dyar announced the next Council Meeting will be August 22, 2022.

X. Adjourn

The meeting adjourned at 6:12 P.M.

Motion made by Council Member Ellis, Seconded by Council Member Matthews.

Voting Yea: Mayor Dyar, Council Member Ellis, Council Member Greer, Council Member Willis, Council Member Sims, Council Member Matthews

David Dyar
Mayor

ATTEST:

Beth Stephens
Assistant City Clerk/Treasurer



CITY OF BOAZ
Council Work Session Minutes
August 08, 2022
Boaz Senior Center – 5:30 PM

I. Call to Order

Mayor Dyar called the Work Session meeting to order at 5:30 P.M.

II. New Business

1. Department Head Reports

Street Superintendent Kenny Smith gave a report on the Boaz Street Department.

Police Chief Michael Abercrombie gave a report on the Boaz Police Department.

Senior Center Director Susan Duvall gave a report on the Boaz Senior Center.

Librarian Lynn Burgess gave a report on the Boaz Public Library.

Mayor Dyar announced Assistant City Clerk Beth Stephens is working on the budget for fiscal year 2022-2023.

2. Discuss Council Meeting Agenda

Mayor Dyar asked if any members of the Council had any questions for the agenda.

Assistant City Clerk Beth Stephens stated Mark Phillips of Phillips Financial Advisors LLC would not be able to present the 2019-2020 fiscal year audit due to being exposed to Covid 19. Connie Taylor of Phillips Financial Advisors LLC will present the 2019-2020 fiscal year audit due to Mr. Phillips' absence.

The Mayor, Council, City Attorney Christie Knowles, and Assistant City Clerk Beth Stephens discussed item number 2 under New Business regarding entering a contract with Avenu Insights & Analytics, LLC for administration services to collect alcohol tax, lodging tax, rental tax, business license discovery/recovery, gas tax, and sales/use tax. The decision was made to strike item number 2 under New Business from the Agenda until some questions are answered.

III. Adjourn

The meeting adjourned at 5:56 P.M.

David Dyar
Mayor

ATTEST:

Beth Stephens
Assistant City Clerk/Treasurer

Boaz Police Stats

JULY 2022

Arrest: 99

Response Calls: 2351

Incident Reports: 136

Traffic Citations: 172

Non-Traffic Citations: 1

Accidents: 39

Private Property Accidents: 7

Fatalities: 0

Animal Control

Response Calls: 40

K9's & Felines picked up: 22

PUBLIC NOTICE

August 15, 2022

The City of Boaz Council will hold a public hearing in the Boaz Senior Center located at 112 Church Street Boaz, AL 35957 on September 12, 2022 at 6:00 pm. The purpose of the public hearing will be to hear the application for the rezoning of the property located at 51 Lake Circle Boaz, Alabama 35956. The property is owned by Cathy V. Champion. The owner would like to rezone the property from AG (Agricultural District) to R-2 (Medium Density Detached Residential District) in order to split the property into two parcels to build another home.

Said property is described as follows:

Begin at Southwest corner of Government Lot 3, of the fractional Section 29; Thence run Easterly along the South line of said Lot 3, a distance of 210 feet to a point; Thence run Northerly parallel to the West line of said Lot 3, a distance of 86 feet to the point of beginning; thence North 04° 15' west parallel with said West line of Lot 3, a distance of 737 feet to an iron; Thence North 40° 50' East 301.33 feet to a cross on a rock; Thence South 73°54' East 203 feet to the center of a gum tree; Thence South 04°21' West 636.35 feet to a point on the West margin on a County Road; Thence South 25°08' West, along margin of Road, 244 feet; Thence South 74°33' West , 192.6 feet to the point of beginning, containing 6.42 acres, lying and being in Government Lot 3, for fractional Section 29, Township 10 South, Range 5 East of the Huntsville Meridian, Etowah County, Alabama, together with all improvements located thereon.

At the said time and place, all persons in favor of or in opposition to said zoning can be heard.

Beth Stephens
Assistant City Clerk/Treasurer

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 1 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101311	08/12/2022	Abbie Auto Parts, Inc	24	CD	101311	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$4.17
						01-2-10-2010-000	Accounts Payable	\$4.17	\$0.00
					Transaction Total:			\$4.17	\$4.17
101312	08/12/2022	Abbie Auto Parts, Inc	24	CD	101312	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$35.84
						01-2-10-2010-000	Accounts Payable	\$35.84	\$0.00
					Transaction Total:			\$35.84	\$35.84
101313	08/12/2022	Airgas USA, LLC	981	CD	101313	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$277.50
						01-2-10-2010-000	Accounts Payable	\$277.50	\$0.00
					Transaction Total:			\$277.50	\$277.50
101314	08/12/2022	Alabama Interactive,	825	CD	101314	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$15.00
						01-2-10-2010-000	Accounts Payable	\$15.00	\$0.00
					Transaction Total:			\$15.00	\$15.00
101315	08/12/2022	Alabama Power Com	274	CD	101315	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$167.65
						01-2-10-2010-000	Accounts Payable	\$107.19	\$0.00
						01-2-10-2010-000	Accounts Payable	\$31.77	\$0.00
						01-2-10-2010-000	Accounts Payable	\$28.69	\$0.00
					Transaction Total:			\$167.65	\$167.65
101316	08/12/2022	Albertville-Boaz Recy	1088	CD	101316	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$18,474.24
						01-2-10-2010-000	Accounts Payable	\$18,474.24	\$0.00
					Transaction Total:			\$18,474.24	\$18,474.24
101317	08/12/2022	Amazon Capital Serv	1737	CD	101317	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,618.46
						01-2-10-2010-000	Accounts Payable	\$0.00	\$42.58
						01-2-10-2010-000	Accounts Payable	\$741.78	\$0.00
						01-2-10-2010-000	Accounts Payable	\$479.87	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 2 of 10

Item 1.

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	\$179.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$101.89	\$0.00
						01-2-10-2010-000	Accounts Payable	\$84.98	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Account	\$42.58	\$0.00
						01-2-10-2010-000	Accounts Payable	\$29.95	\$0.00
Transaction Total:								\$1,661.04	\$1,661.04
101318	08/12/2022	Automated Door Way	2727	CD	101318	01-1-10-1010-000	Cash-General Fund/Wachovia - Account	\$0.00	\$2,925.00
						01-2-10-2010-000	Accounts Payable	\$2,925.00	\$0.00
Transaction Total:								\$2,925.00	\$2,925.00
101319	08/12/2022	B & D Wrecker	528	CD	101319	01-1-10-1010-000	Cash-General Fund/Wachovia - Account	\$0.00	\$985.00
						01-2-10-2010-000	Accounts Payable	\$585.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$200.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$985.00	\$985.00
101320	08/12/2022	Boaz Foodland mitch	296	CD	101320	01-1-10-1010-000	Cash-General Fund/Wachovia - Account	\$0.00	\$9.54
						01-2-10-2010-000	Accounts Payable	\$9.54	\$0.00
Transaction Total:								\$9.54	\$9.54
101321	08/12/2022	BOAZ POWER WASH	1340	CD	101321	01-1-10-1010-000	Cash-General Fund/Wachovia - Account	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
101322	08/12/2022	Boaz Wholesale Tire	767	CD	101322	01-1-10-1010-000	Cash-General Fund/Wachovia - Account	\$0.00	\$70.91
						01-2-10-2010-000	Accounts Payable	\$70.91	\$0.00
Transaction Total:								\$70.91	\$70.91

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 3 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101323	08/12/2022	Bobby's Auto Parts, I	542	CD	101323	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$17.98
						01-2-10-2010-000	Accounts Payable	\$17.98	\$0.00
					Transaction Total:			\$17.98	\$17.98
101324	08/12/2022	Buffalo Rock Co.	892	CD	101324	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,606.45
						01-2-10-2010-000	Accounts Payable	\$1,105.95	\$0.00
					01-2-10-2010-000	Accounts Payable	\$500.50	\$0.00	
Transaction Total:			\$1,606.45	\$1,606.45					
101325	08/12/2022	Center Point Publishi	312	CD	101325	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$227.10
						01-2-10-2010-000	Accounts Payable	\$227.10	\$0.00
					Transaction Total:			\$227.10	\$227.10
101326	08/12/2022	Central Alabama Trai	2527	CD	101326	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$7,985.00
						01-2-10-2010-000	Accounts Payable	\$7,985.00	\$0.00
					Transaction Total:			\$7,985.00	\$7,985.00
101327	08/12/2022	Charter Communicati	748	CD	101327	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$587.00
						01-2-10-2010-000	Accounts Payable	\$587.00	\$0.00
					Transaction Total:			\$587.00	\$587.00
101328	08/12/2022	Chevrolet Of Boaz	16	CD	101328	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,034.40
						01-2-10-2010-000	Accounts Payable	\$568.89	\$0.00
					01-2-10-2010-000	Accounts Payable	\$369.25	\$0.00	
					01-2-10-2010-000	Accounts Payable	\$96.26	\$0.00	
Transaction Total:			\$1,034.40	\$1,034.40					
101329	08/12/2022	Cintas Corporation 7	365	CD	101329	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.39
						01-2-10-2010-000	Accounts Payable	\$50.39	\$0.00
					Transaction Total:			\$50.39	\$50.39

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 4 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101330	08/12/2022	Cintas Corporation 7	365	CD	101330	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$247.20
						01-2-10-2010-000	Accounts Payable	\$247.20	\$0.00
Transaction Total:								\$247.20	\$247.20
101331	08/12/2022	Maricela Diaz Velasqi	2790	CD	101331	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$420.00
						01-2-10-2010-000	Accounts Payable	\$420.00	\$0.00
Transaction Total:								\$420.00	\$420.00
101332	08/12/2022	Jaclyn Ennis	2792	CD	101332	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$225.00
						01-2-10-2010-000	Accounts Payable	\$225.00	\$0.00
Transaction Total:								\$225.00	\$225.00
101333	08/12/2022	Etowah Co Communi	71	CD	101333	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$760.00
						01-2-10-2010-000	Accounts Payable	\$760.00	\$0.00
Transaction Total:								\$760.00	\$760.00
101334	08/12/2022	Express Oil Change,	515	CD	101334	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$47.49
						01-2-10-2010-000	Accounts Payable	\$47.49	\$0.00
Transaction Total:								\$47.49	\$47.49
101335	08/12/2022	Helen Figueroa	2789	CD	101335	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$360.00
						01-2-10-2010-000	Accounts Payable	\$360.00	\$0.00
Transaction Total:								\$360.00	\$360.00
101336	08/12/2022	Galls	533	CD	101336	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,822.72
						01-2-10-2010-000	Accounts Payable	\$833.48	\$0.00
						01-2-10-2010-000	Accounts Payable	\$607.44	\$0.00
						01-2-10-2010-000	Accounts Payable	\$397.94	\$0.00
						01-2-10-2010-000	Accounts Payable	\$295.01	\$0.00
						01-2-10-2010-000	Accounts Payable	\$241.99	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 5 of 10

Item 1.

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	\$209.26	\$0.00
						01-2-10-2010-000	Accounts Payable	\$123.20	\$0.00
						01-2-10-2010-000	Accounts Payable	\$114.40	\$0.00
Transaction Total:								\$2,822.72	\$2,822.72
101337	08/12/2022	Margo Gillespie	2791	CD	101337	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
101338	08/12/2022	Rachel Golden	2793	CD	101338	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101339	08/12/2022	Vickie Gossett	2794	CD	101339	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101340	08/12/2022	Ingram Library Servi	675	CD	101340	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$159.08
						01-2-10-2010-000	Accounts Payable	\$70.83	\$0.00
						01-2-10-2010-000	Accounts Payable	\$18.41	\$0.00
						01-2-10-2010-000	Accounts Payable	\$18.32	\$0.00
						01-2-10-2010-000	Accounts Payable	\$18.03	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.25	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.16	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.08	\$0.00
Transaction Total:								\$159.08	\$159.08
101341	08/12/2022	James E. Alexander	2799	CD	101341	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$8,100.00
						01-2-10-2010-000	Accounts Payable	\$8,100.00	\$0.00
Transaction Total:								\$8,100.00	\$8,100.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 6 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101342	08/12/2022	Clay Kilpatrick	2017	CD	101342	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$43.00
						01-2-10-2010-000	Accounts Payable	\$43.00	\$0.00
					Transaction Total:			\$43.00	\$43.00
101343	08/12/2022	Kirkpatrick Concrete,	340	CD	101343	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$13.00
						01-2-10-2010-000	Accounts Payable	\$13.00	\$0.00
					Transaction Total:			\$13.00	\$13.00
101344	08/12/2022	Barry Maddux	1280	CD	101344	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
					Transaction Total:			\$50.00	\$50.00
101345	08/12/2022	Marshall Co Conventi	442	CD	101345	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$4,453.00
						01-2-10-2010-000	Accounts Payable	\$4,453.00	\$0.00
					Transaction Total:			\$4,453.00	\$4,453.00
101346	08/12/2022	Marshall Industrial Si	696	CD	101346	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$761.14
						01-2-10-2010-000	Accounts Payable	\$688.84	\$0.00
						01-2-10-2010-000	Accounts Payable	\$37.10	\$0.00
						01-2-10-2010-000	Accounts Payable	\$35.20	\$0.00
					Transaction Total:			\$761.14	\$761.14
101347	08/12/2022	Mastin's, Inc.	481	CD	101347	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$6,000.00
						01-2-10-2010-000	Accounts Payable	\$6,000.00	\$0.00
					Transaction Total:			\$6,000.00	\$6,000.00
101348	08/12/2022	MCI Communication	714	CD	101348	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$45.36
						01-2-10-2010-000	Accounts Payable	\$45.36	\$0.00
					Transaction Total:			\$45.36	\$45.36
101349	08/12/2022	Mike Lilley K9	2800	CD	101349	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$411.60

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 7 of 10

Item 1.

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	\$411.60	\$0.00
						Transaction Total:		\$411.60	\$411.60
101350	08/12/2022	Mobile Communicat	137	CD	101350	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$472.50
						01-2-10-2010-000	Accounts Payable	\$472.50	\$0.00
						Transaction Total:		\$472.50	\$472.50
101351	08/12/2022	Nafeco Inc.	789	CD	101351	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$309.00
						01-2-10-2010-000	Accounts Payable	\$172.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$137.00	\$0.00
						Transaction Total:		\$309.00	\$309.00
101352	08/12/2022	Oil Change Specialist	907	CD	101352	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$63.58
						01-2-10-2010-000	Accounts Payable	\$63.58	\$0.00
						Transaction Total:		\$63.58	\$63.58
101353	08/12/2022	Omni Business Mach	913	CD	101353	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,990.80
						01-2-10-2010-000	Accounts Payable	\$1,990.80	\$0.00
						Transaction Total:		\$1,990.80	\$1,990.80
101354	08/12/2022	Chelsea Patterson	2795	CD	101354	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$225.00
						01-2-10-2010-000	Accounts Payable	\$225.00	\$0.00
						Transaction Total:		\$225.00	\$225.00
101355	08/12/2022	Piggly Wiggly Grocer	922	CD	101355	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$31.93
						01-2-10-2010-000	Accounts Payable	\$20.40	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.53	\$0.00
						Transaction Total:		\$31.93	\$31.93
101356	08/12/2022	Quadient Finance US	2525	CD	101356	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,003.00
						01-2-10-2010-000	Accounts Payable	\$1,003.00	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 8 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$1,003.00	\$1,003.00
101357	08/12/2022	Republic Services	1200	CD	101357	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$16,013.84
						01-2-10-2010-000	Accounts Payable	\$12,868.26	\$0.00
						01-2-10-2010-000	Accounts Payable	\$3,145.58	\$0.00
Transaction Total:								\$16,013.84	\$16,013.84
101358	08/12/2022	Sand Mountain Htg. i	936	CD	101358	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$8,990.00
						01-2-10-2010-000	Accounts Payable	\$8,990.00	\$0.00
Transaction Total:								\$8,990.00	\$8,990.00
101359	08/12/2022	Sand Mountain Vend	538	CD	101359	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$41.00
						01-2-10-2010-000	Accounts Payable	\$41.00	\$0.00
Transaction Total:								\$41.00	\$41.00
101360	08/12/2022	Sand Mtn Pawn	341	CD	101360	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$216.00
						01-2-10-2010-000	Accounts Payable	\$216.00	\$0.00
Transaction Total:								\$216.00	\$216.00
101361	08/12/2022	Kyra Stevens	2796	CD	101361	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101362	08/12/2022	The Kelley Group	1568	CD	101362	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$7,666.24
						01-2-10-2010-000	Accounts Payable	\$6,488.74	\$0.00
						01-2-10-2010-000	Accounts Payable	\$871.25	\$0.00
						01-2-10-2010-000	Accounts Payable	\$306.25	\$0.00
Transaction Total:								\$7,666.24	\$7,666.24
101363	08/12/2022	The Way Commercia	2592	CD	101363	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$4,880.00
						01-2-10-2010-000	Accounts Payable	\$4,880.00	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 9 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$4,880.00	\$4,880.00
101364	08/12/2022	Tractor Supply Comp	2500	CD	101364	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$300.90
						01-2-10-2010-000	Accounts Payable	\$300.90	\$0.00
Transaction Total:								\$300.90	\$300.90
101365	08/12/2022	Traffic Signs	199	CD	101365	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$62.76
						01-2-10-2010-000	Accounts Payable	\$62.76	\$0.00
Transaction Total:								\$62.76	\$62.76
101366	08/12/2022	Tucker, Danny	1022	CD	101366	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$400.00
						01-2-10-2010-000	Accounts Payable	\$400.00	\$0.00
Transaction Total:								\$400.00	\$400.00
101367	08/12/2022	Water Way	2039	CD	101367	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$46.95
						01-2-10-2010-000	Accounts Payable	\$34.96	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.99	\$0.00
Transaction Total:								\$46.95	\$46.95
101368	08/12/2022	WBSA Radio	964	CD	101368	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$925.00
						01-2-10-2010-000	Accounts Payable	\$800.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$125.00	\$0.00
Transaction Total:								\$925.00	\$925.00
101369	08/12/2022	Weathers Hardware	966	CD	101369	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$351.34
						01-2-10-2010-000	Accounts Payable	\$91.93	\$0.00
						01-2-10-2010-000	Accounts Payable	\$42.79	\$0.00
						01-2-10-2010-000	Accounts Payable	\$39.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$28.06	\$0.00
						01-2-10-2010-000	Accounts Payable	\$20.97	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/12/2022 11:54 AM
Page 10 of 10

Item 1.

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	\$20.43	\$0.00
						01-2-10-2010-000	Accounts Payable	\$18.03	\$0.00
						01-2-10-2010-000	Accounts Payable	\$17.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$17.82	\$0.00
						01-2-10-2010-000	Accounts Payable	\$13.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.13	\$0.00
						01-2-10-2010-000	Accounts Payable	\$10.23	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$6.75	\$0.00
						01-2-10-2010-000	Accounts Payable	\$2.88	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1.37	\$0.00
Transaction Total:								\$351.34	\$351.34
101370	08/12/2022	Weathers Rental Cen	965	CD	101370	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$3,737.50
						01-2-10-2010-000	Accounts Payable	\$1,900.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1,700.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$137.50	\$0.00
Transaction Total:								\$3,737.50	\$3,737.50
101371	08/12/2022	Sabrina Zmolek	2797	CD	101371	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
Grand Total:								\$109,180.14	\$109,180.14

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 1 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101241	08/05/2022	Abbie Auto Parts, Inc	24	CD	101241	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$407.35
						01-2-10-2010-000	Accounts Payable	\$0.00	\$5.05
						01-2-10-2010-000	Accounts Payable	\$180.80	\$0.00
						01-2-10-2010-000	Accounts Payable	\$96.96	\$0.00
						01-2-10-2010-000	Accounts Payable	\$72.62	\$0.00
						01-2-10-2010-000	Accounts Payable	\$39.58	\$0.00
						01-2-10-2010-000	Accounts Payable	\$12.34	\$0.00
						01-2-10-2010-000	Accounts Payable	\$5.05	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$5.05	\$0.00
Transaction Total:							\$412.40	\$412.40	
101242	08/05/2022	ABS Office Systems	26	CD	101242	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$665.00
						01-2-10-2010-000	Accounts Payable	\$665.00	\$0.00
Transaction Total:							\$665.00	\$665.00	
101243	08/05/2022	Renee Adams	2773	CD	101243	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$60.00
						01-2-10-2010-000	Accounts Payable	\$60.00	\$0.00
Transaction Total:							\$60.00	\$60.00	
101244	08/05/2022	ADECA	796	CD	101244	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$367.50
						01-2-10-2010-000	Accounts Payable	\$337.50	\$0.00
						01-2-10-2010-000	Accounts Payable	\$30.00	\$0.00
Transaction Total:							\$367.50	\$367.50	
101245	08/05/2022	AJCEF	66	CD	101245	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$435.00
						01-2-10-2010-000	Accounts Payable	\$435.00	\$0.00
Transaction Total:							\$435.00	\$435.00	
101246	08/05/2022	Alabama Power Com	274	CD	101246	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,267.76
						01-2-10-2010-000	Accounts Payable	\$800.48	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 2 of 10

Item 1.

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	\$352.50	\$0.00
						01-2-10-2010-000	Accounts Payable	\$86.37	\$0.00
						01-2-10-2010-000	Accounts Payable	\$28.41	\$0.00
Transaction Total:								\$1,267.76	\$1,267.76
101247	08/05/2022	Albertville Fire Exting	186	CD	101247	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,674.00
						01-2-10-2010-000	Accounts Payable	\$1,674.00	\$0.00
Transaction Total:								\$1,674.00	\$1,674.00
101248	08/05/2022	All-Phase Electric Sup	281	CD	101248	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$116.66
						01-2-10-2010-000	Accounts Payable	\$116.66	\$0.00
Transaction Total:								\$116.66	\$116.66
101249	08/05/2022	Amazon Capital Serv	1737	CD	101249	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$227.00
						01-2-10-2010-000	Accounts Payable	\$227.00	\$0.00
Transaction Total:								\$227.00	\$227.00
101250	08/05/2022	B A P Agency LLC	2767	CD	101250	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$300.00
						01-2-10-2010-000	Accounts Payable	\$300.00	\$0.00
Transaction Total:								\$300.00	\$300.00
101251	08/05/2022	Battles Tree Service	229	CD	101251	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$425.00
						01-2-10-2010-000	Accounts Payable	\$425.00	\$0.00
Transaction Total:								\$425.00	\$425.00
101252	08/05/2022	Boaz Foodland mitch	296	CD	101252	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$43.72
						01-2-10-2010-000	Accounts Payable	\$15.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$15.90	\$0.00
						01-2-10-2010-000	Accounts Payable	\$11.92	\$0.00
Transaction Total:								\$43.72	\$43.72

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 3 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101253	08/05/2022	Boaz Gas Board	299	CD	101253	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,799.66
						01-2-10-2010-000	Accounts Payable	\$2,799.66	\$0.00
							Transaction Total:	\$2,799.66	\$2,799.66
101254	08/05/2022	Boaz Water & Sewer	304	CD	101254	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$17,907.04
						01-2-10-2010-000	Accounts Payable	\$17,907.04	\$0.00
							Transaction Total:	\$17,907.04	\$17,907.04
101255	08/05/2022	Bobcat Of Huntsville	1160	CD	101255	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,039.50
						01-2-10-2010-000	Accounts Payable	\$1,039.50	\$0.00
							Transaction Total:	\$1,039.50	\$1,039.50
101256	08/05/2022	Julie Bright	2723	CD	101256	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
							Transaction Total:	\$50.00	\$50.00
101257	08/05/2022	Cameron Broadus	2774	CD	101257	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$75.00
						01-2-10-2010-000	Accounts Payable	\$75.00	\$0.00
							Transaction Total:	\$75.00	\$75.00
101258	08/05/2022	Business Radio Licen	266	CD	101258	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$110.00
						01-2-10-2010-000	Accounts Payable	\$110.00	\$0.00
							Transaction Total:	\$110.00	\$110.00
101259	08/05/2022	Capital One	2186	CD	101259	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$690.58
						01-2-10-2010-000	Accounts Payable	\$690.58	\$0.00
							Transaction Total:	\$690.58	\$690.58
101260	08/05/2022	CDJR of Albertville	2242	CD	101260	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$20.60
						01-2-10-2010-000	Accounts Payable	\$20.60	\$0.00
							Transaction Total:	\$20.60	\$20.60

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 4 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101261	08/05/2022	Chevrolet Of Boaz	16	CD	101261	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$175.99
						01-2-10-2010-000	Accounts Payable	\$175.99	\$0.00
					Transaction Total:			\$175.99	\$175.99
101262	08/05/2022	Cintas Corporation 7	365	CD	101262	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$203.91
						01-2-10-2010-000	Accounts Payable	\$203.91	\$0.00
					Transaction Total:			\$203.91	\$203.91
101263	08/05/2022	Cintas Corporation 7	365	CD	101263	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$247.20
						01-2-10-2010-000	Accounts Payable	\$247.20	\$0.00
					Transaction Total:			\$247.20	\$247.20
101264	08/05/2022	City Of Boaz Reserve	1179	CD	101264	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$26,324.80
						01-2-10-2010-000	Accounts Payable	\$26,324.80	\$0.00
					Transaction Total:			\$26,324.80	\$26,324.80
101265	08/05/2022	Amanda Cotton	2202	CD	101265	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
					Transaction Total:			\$50.00	\$50.00
101266	08/05/2022	Custom Pest Control	200	CD	101266	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$300.00
						01-2-10-2010-000	Accounts Payable	\$300.00	\$0.00
					Transaction Total:			\$300.00	\$300.00
101267	08/05/2022	April Davis	2296	CD	101267	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
					Transaction Total:			\$50.00	\$50.00
101268	08/05/2022	Gabriela Deleon	2777	CD	101268	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
					Transaction Total:			\$50.00	\$50.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 5 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101269	08/05/2022	Dixon Tire Service	506	CD	101269	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$621.80
						01-2-10-2010-000	Accounts Payable	\$621.80	\$0.00
Transaction Total:								\$621.80	\$621.80
101270	08/05/2022	Elite Fitness 256	1932	CD	101270	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$35.00
						01-2-10-2010-000	Accounts Payable	\$35.00	\$0.00
Transaction Total:								\$35.00	\$35.00
101271	08/05/2022	Emergency Equip. Pr	668	CD	101271	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$618.55
						01-2-10-2010-000	Accounts Payable	\$618.55	\$0.00
Transaction Total:								\$618.55	\$618.55
101272	08/05/2022	ESO Solutions, Inc.	2435	CD	101272	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$303.60
						01-2-10-2010-000	Accounts Payable	\$303.60	\$0.00
Transaction Total:								\$303.60	\$303.60
101273	08/05/2022	Etowah Co Communi	71	CD	101273	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$420.00
						01-2-10-2010-000	Accounts Payable	\$420.00	\$0.00
Transaction Total:								\$420.00	\$420.00
101274	08/05/2022	Fast Fixin Foods	520	CD	101274	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$148.20
						01-2-10-2010-000	Accounts Payable	\$148.20	\$0.00
Transaction Total:								\$148.20	\$148.20
101275	08/05/2022	First Baptist Church	523	CD	101275	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$300.00
						01-2-10-2010-000	Accounts Payable	\$300.00	\$0.00
Transaction Total:								\$300.00	\$300.00
101276	08/05/2022	Four Star Print & Ofc	518	CD	101276	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$141.50
						01-2-10-2010-000	Accounts Payable	\$141.50	\$0.00
Transaction Total:								\$141.50	\$141.50

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 6 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101277	08/05/2022	Gilbert & Baugh Ford	1481	CD	101277	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$79.84
						01-2-10-2010-000	Accounts Payable	\$79.84	\$0.00
					Transaction Total:			\$79.84	\$79.84
101278	08/05/2022	Tina Graben	2778	CD	101278	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
					Transaction Total:			\$50.00	\$50.00
101279	08/05/2022	Gulf State Distributor	532	CD	101279	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$3,690.00
						01-2-10-2010-000	Accounts Payable	\$3,690.00	\$0.00
					Transaction Total:			\$3,690.00	\$3,690.00
101280	08/05/2022	Nicole Helms	2779	CD	101280	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
					Transaction Total:			\$50.00	\$50.00
101281	08/05/2022	Evan Henderson	2593	CD	101281	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$39.77
						01-2-10-2010-000	Accounts Payable	\$39.77	\$0.00
					Transaction Total:			\$39.77	\$39.77
101282	08/05/2022	Higdon Coffee LLC	2788	CD	101282	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$31,000.00
						01-2-10-2010-000	Accounts Payable	\$31,000.00	\$0.00
					Transaction Total:			\$31,000.00	\$31,000.00
101283	08/05/2022	Ingram Equipment C	676	CD	101283	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,788.86
						01-2-10-2010-000	Accounts Payable	\$1,332.76	\$0.00
						01-2-10-2010-000	Accounts Payable	\$456.10	\$0.00
					Transaction Total:			\$1,788.86	\$1,788.86
101284	08/05/2022	Inline Electric Albert	1565	CD	101284	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$61.40
						01-2-10-2010-000	Accounts Payable	\$61.40	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 7 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$61.40	\$61.40
101285	08/05/2022	Jim Will Beard LLC	2776	CD	101285	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$562.50
						01-2-10-2010-000	Accounts Payable	\$562.50	\$0.00
Transaction Total:								\$562.50	\$562.50
101286	08/05/2022	Keet Consulting Serv	239	CD	101286	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$1,175.00
						01-2-10-2010-000	Accounts Payable	\$1,175.00	\$0.00
Transaction Total:								\$1,175.00	\$1,175.00
101287	08/05/2022	Clay Kilpatrick	2017	CD	101287	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$82.67
						01-2-10-2010-000	Accounts Payable	\$50.17	\$0.00
						01-2-10-2010-000	Accounts Payable	\$32.50	\$0.00
Transaction Total:								\$82.67	\$82.67
101288	08/05/2022	Marshall-Dekalb Elec	686	CD	101288	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$19,063.32
						01-2-10-2010-000	Accounts Payable	\$19,063.32	\$0.00
Transaction Total:								\$19,063.32	\$19,063.32
101289	08/05/2022	Alisha Miller	2780	CD	101289	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101290	08/05/2022	Jessica Moody	2781	CD	101290	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101291	08/05/2022	Mowrey Elevator Co	2771	CD	101291	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$150.00
						01-2-10-2010-000	Accounts Payable	\$150.00	\$0.00
Transaction Total:								\$150.00	\$150.00
101292	08/05/2022	Gustavo Moya	2600	CD	101292	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$56.93

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 8 of 10

Item 1.

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	\$56.93	\$0.00
						Transaction Total:		\$56.93	\$56.93
101293	08/05/2022	Nafeco Inc.	789	CD	101293	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$700.00
						01-2-10-2010-000	Accounts Payable	\$700.00	\$0.00
						Transaction Total:		\$700.00	\$700.00
101294	08/05/2022	Piggly Wiggly Grocer	922	CD	101294	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$340.54
						01-2-10-2010-000	Accounts Payable	\$340.54	\$0.00
						Transaction Total:		\$340.54	\$340.54
101295	08/05/2022	PowerQuip, Inc.	550	CD	101295	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$249.18
						01-2-10-2010-000	Accounts Payable	\$249.18	\$0.00
						Transaction Total:		\$249.18	\$249.18
101296	08/05/2022	Monica Ramos-Chacc	2772	CD	101296	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
						Transaction Total:		\$100.00	\$100.00
101297	08/05/2022	Katlin Reaves	2782	CD	101297	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$25.00
						01-2-10-2010-000	Accounts Payable	\$25.00	\$0.00
						Transaction Total:		\$25.00	\$25.00
101298	08/05/2022	Retirement Systems	836	CD	101298	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$2,551.89
						01-2-10-2010-000	Accounts Payable	\$2,255.73	\$0.00
						01-2-10-2010-000	Accounts Payable	\$296.16	\$0.00
						Transaction Total:		\$2,551.89	\$2,551.89
101299	08/05/2022	Sand Mountain Htg. i	936	CD	101299	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$6,374.00
						01-2-10-2010-000	Accounts Payable	\$6,000.00	\$0.00
						01-2-10-2010-000	Accounts Payable	\$374.00	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 9 of 10

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
Transaction Total:								\$6,374.00	\$6,374.00
101300	08/05/2022	Sand Mountain Medi	941	CD	101300	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$80.00
						01-2-10-2010-000	Accounts Payable	\$80.00	\$0.00
Transaction Total:								\$80.00	\$80.00
101301	08/05/2022	Martin Sandoval	2783	CD	101301	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101302	08/05/2022	Amanda Stanfield	2784	CD	101302	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101303	08/05/2022	Therapy Plus Fitness	393	CD	101303	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$100.00
						01-2-10-2010-000	Accounts Payable	\$100.00	\$0.00
Transaction Total:								\$100.00	\$100.00
101304	08/05/2022	Verizon Connect Flee	2482	CD	101304	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$321.11
						01-2-10-2010-000	Accounts Payable	\$321.11	\$0.00
Transaction Total:								\$321.11	\$321.11
101305	08/05/2022	Water Way	2039	CD	101305	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$28.97
						01-2-10-2010-000	Accounts Payable	\$28.97	\$0.00
Transaction Total:								\$28.97	\$28.97
101306	08/05/2022	Weathers Hardware	966	CD	101306	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$508.10
						01-2-10-2010-000	Accounts Payable	\$0.00	\$19.98
						01-2-10-2010-000	Accounts Payable	\$279.83	\$0.00
						01-2-10-2010-000	Accounts Payable	\$39.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$39.07	\$0.00

**City of Boaz
Payment Posting Journal**

User: Chelsea
Date/Time: 8/5/2022 11:40 AM
Page 10 of 10

Item 1.

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	\$33.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$33.59	\$0.00
						01-2-10-2010-000	Accounts Payable	\$26.79	\$0.00
						01-2-10-2010-000	Accounts Payable	\$19.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$19.98	\$0.00
						01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$19.98	\$0.00
						01-2-10-2010-000	Accounts Payable	\$7.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$4.99	\$0.00
						01-2-10-2010-000	Accounts Payable	\$1.50	\$0.00
						01-2-10-2010-000	Accounts Payable	\$0.39	\$0.00
Transaction Total:								\$528.08	\$528.08
101307	08/05/2022	Willmore Training 24	902	CD	101307	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$650.00
						01-2-10-2010-000	Accounts Payable	\$650.00	\$0.00
Transaction Total:								\$650.00	\$650.00
101308	08/05/2022	Linda Wright	2785	CD	101308	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$50.00
						01-2-10-2010-000	Accounts Payable	\$50.00	\$0.00
Transaction Total:								\$50.00	\$50.00
101309	08/05/2022	Yesenia Zurita	2786	CD	101309	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$30.00
						01-2-10-2010-000	Accounts Payable	\$30.00	\$0.00
Transaction Total:								\$30.00	\$30.00
Grand Total:								\$128,856.03	\$128,856.03

City of Boaz
Payment Posting Journal

User: Chelsea
Date/Time: 8/9/2022 7:03 AM
Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
101310	08/09/2022	Sand Mountain Htg. i	936	CD	101310	01-1-10-1010-000	Cash-General Fund/Wachovia - Accoun	\$0.00	\$12,700.00
						01-2-10-2010-000	Accounts Payable	\$12,700.00	\$0.00
Transaction Total:								\$12,700.00	\$12,700.00
Grand Total:								\$12,700.00	\$12,700.00

City of Boaz
Payment Posting Journal

User: Beth St
Date/Time: 8/5/2022 9:33 AM
Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
1641	08/05/2022	Boaz Water & Sewer	304	CD	1641	12-1-10-1010-000	Cash - Facility Management Fd	\$0.00	\$453.88
						12-2-00-2010-000	Accounts Payable	\$453.88	\$0.00
Transaction Total:								\$453.88	\$453.88
Grand Total:								\$453.88	\$453.88

**City of Boaz
Payment Posting Journal**

User: Beth St
Date/Time: 8/5/2022 11:03 AM
 Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
129	08/05/2022	HiRail Corporation	2566	CD	129	03-1-10-1013-000	Cash-Street Improvement Account	\$0.00	\$19,312.40
						03-2-10-2010-000	Accounts Payable	\$19,312.40	\$0.00
Transaction Total:								\$19,312.40	\$19,312.40
130	08/05/2022	J & K Excavating & F	2775	CD	130	03-1-10-1013-000	Cash-Street Improvement Account	\$0.00	\$13,000.00
						03-2-10-2010-000	Accounts Payable	\$13,000.00	\$0.00
Transaction Total:								\$13,000.00	\$13,000.00
131	08/05/2022	S & S Railroad Const	2711	CD	131	03-1-10-1013-000	Cash-Street Improvement Account	\$0.00	\$4,000.00
						03-2-10-2010-000	Accounts Payable	\$4,000.00	\$0.00
Transaction Total:								\$4,000.00	\$4,000.00
Grand Total:								\$36,312.40	\$36,312.40

City of Boaz
Payment Posting Journal

User: Beth St
Date/Time: 8/12/2022 8:51 AM
Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
124	08/12/2022	Alabama Dept Of Tra	638	CD	124	33-1-00-1015-000	Cash-Capital Projects Fund - Wells Far	\$0.00	\$4,772.00
						33-2-00-2010-000	Accounts Payable	\$4,772.00	\$0.00
Transaction Total:								\$4,772.00	\$4,772.00
Grand Total:								\$4,772.00	\$4,772.00

City of Boaz
Payment Posting Journal

User: Beth St
Date/Time: 8/12/2022 8:34 AM
Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
2258	08/12/2022	Chris Bible	2798	CD	2258	14-1-00-1014-000	Cash-Cash Bonds/Southtrust - Account	\$0.00	\$279.00
						14-2-00-2010-000	Accounts Payable	\$279.00	\$0.00
Transaction Total:								\$279.00	\$279.00
Grand Total:								\$279.00	\$279.00

City of Boaz
Payment Posting Journal

User: Beth St
Date/Time: 8/12/2022 9:10 AM
Page 1 of 1

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
424	08/12/2022	Boaz City Board of E	395	CD	424	16-1-00-1074-000	Cash-Sp1978 School Fd/1st Bank - Acc	\$0.00	\$12,000.00
						16-2-00-2010-000	Accounts Payable	\$12,000.00	\$0.00
Transaction Total:								\$12,000.00	\$12,000.00
Grand Total:								\$12,000.00	\$12,000.00

**City of Boaz
Payment Posting Journal**

User: Beth St
Date/Time: 8/5/2022 10:52 AM
Page 1 of 2

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
119	08/05/2022	Alabama Crime Victir	58	CD	119	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$350.00
						14-2-00-2010-000	Accounts Payable	\$350.00	\$0.00
Transaction Total:								\$350.00	\$350.00
120	08/05/2022	Alabama Interlock In	2787	CD	120	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$34.00
						14-2-00-2010-000	Accounts Payable	\$34.00	\$0.00
Transaction Total:								\$34.00	\$34.00
121	08/05/2022	Alabama Peace Offic	273	CD	121	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$679.00
						14-2-00-2010-000	Accounts Payable	\$679.00	\$0.00
Transaction Total:								\$679.00	\$679.00
122	08/05/2022	Circuit Clerks' Judicia	18	CD	122	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$322.25
						14-2-00-2010-000	Accounts Payable	\$322.25	\$0.00
Transaction Total:								\$322.25	\$322.25
123	08/05/2022	Citizenship Trust	1058	CD	123	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$150.00
						14-2-00-2010-000	Accounts Payable	\$150.00	\$0.00
Transaction Total:								\$150.00	\$150.00
124	08/05/2022	D.R. Phillips Law Firm	2256	CD	124	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$2,391.00
						14-2-00-2010-000	Accounts Payable	\$2,391.00	\$0.00
Transaction Total:								\$2,391.00	\$2,391.00
125	08/05/2022	Highway Traffic Safe	178	CD	125	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$60.00
						14-2-00-2010-000	Accounts Payable	\$60.00	\$0.00
Transaction Total:								\$60.00	\$60.00
126	08/05/2022	Marshall County Dist	990	CD	126	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$2,543.40
						14-2-00-2010-000	Accounts Payable	\$2,543.40	\$0.00
Transaction Total:								\$2,543.40	\$2,543.40

**City of Boaz
Payment Posting Journal**

User: Beth St
Date/Time: 8/5/2022 10:52 AM
 Page 2 of 2

Item 1.

Pay/Remit #	Pay/Remit Date	Vendor Name	Vendor ID	Trans Type	Trans #	GL Account	GL Account Description	Debit Amount	Credit Amount
127	08/05/2022	Presiding Circuit Judge	19	CD	127	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$320.93
						14-2-00-2010-000	Accounts Payable	\$320.93	\$0.00
Transaction Total:								\$320.93	\$320.93
128	08/05/2022	State Judicial Admin	1273	CD	128	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$1,276.82
						14-2-00-2010-000	Accounts Payable	\$1,276.82	\$0.00
Transaction Total:								\$1,276.82	\$1,276.82
129	08/05/2022	State Treasurer Final	946	CD	129	14-1-00-1016-000	Cash-Municipal Court Acct.Stb - Accour	\$0.00	\$8,316.90
						14-2-00-2010-000	Accounts Payable	\$8,316.90	\$0.00
Transaction Total:								\$8,316.90	\$8,316.90
Grand Total:								\$16,444.30	\$16,444.30

RESOLUTION NO. 2022-1719

RESOLUTION TO ENTER INTO A CONTRACT WITH AVENU INSIGHTS & ANALYTICS, LLC FOR ADMINISTRATION SERVICES TO COLLECT ALCOHOL TAX, LODGING TAX, RENTAL TAX, BUSINESS LICENSE DISCOVERY/RECOVERY, GAS TAX, AND SALES/USE TAX

WHEREAS, the City Council and Mayor of the City of Boaz, Alabama desires to enter into an agreement with Avenu Insights & Analytics, LLC to perform administrative services to collect alcohol tax, lodging tax, rental tax, business license discovery/recovery, gas tax, and sales/use tax;

THEREFORE BE IT FURTHER RESOLVED by the City Council and Mayor of the City of Boaz, Alabama as follows:

The Mayor is hereby authorized to enter into a contract in the form attached hereto with Avenu Insights & Analytics, LLC to provide administration services to collect alcohol tax, lodging tax, rental tax, business license discovery/recovery, gas tax, and sales/use tax in accordance with the terms set forth therein.

APPROVED AND ADOPTED THIS 8th DAY OF AUGUST, 2022.

David Dyar
Mayor

ATTEST:

Jill Bright, MMC
City Clerk/Treasurer

Tax Revenue Enhancement Agreement Gas Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Boaz**, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Gas taxes as designated by CLIENT.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Boaz, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Gas and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022 with collection of October taxes to be remitted on or before November 20, 2022.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU

harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to Gas and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Boaz

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

July 6, 2022

Jill Bright
City of Boaz
 P.O. Box 537
 Boaz, AL 35957

Dear Ms. Bright:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Boaz				Gas; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Gas	Standard Rate # Gallons	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 5%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Lis Feliciano

Client Relations Manager

213-246-2445

I have reviewed the above distribution and verify that it is correct.

By:

Name:

Title:

(AVENU)

Tax Revenue Enhancement Agreement Rental Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Boaz**, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Rental taxes as designated by CLIENT.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Boaz, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Rental and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022 with collection of October taxes to be remitted on or before November 20, 2022.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU

harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to Rental and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Boaz

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

July 21, 2022

Jill Bright
City of Boaz
 P.O. Box 537
 Boaz, AL 35957

Dear Ms. Bright:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Boaz			100%	Rental; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Rental	General	
Rental	Automotive	
Rental	Linen	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900

Birmingham AL 35209

ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 3%.

AVENU Client Contract 2022

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Lis Feliciano

Client Relations Manager

213-246-2445

I have reviewed the above distribution and verify that it is correct.

By:

Name:

Title:

(AVENU)

Tax Revenue Enhancement Agreement Alcohol Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Boaz**, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for Alcohol taxes as designated by CLIENT.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Boaz, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for Alcohol and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022 with collection of October taxes to be remitted on or before November 20, 2022.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU

harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to Alcohol and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Boaz

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

July 21, 2022

Jill Bright
City of Boaz
 P.O. Box 537
 Boaz, AL 35957

Dear Ms. Bright:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Boaz			100%	Alcohol; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Alcohol	General	10%

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,

Lis Feliciano

Client Relations Manager

213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____
Title: _____ (AVENU)

Tax Revenue Enhancement Agreement Lodging Tax Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Boaz**, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for lodging taxes as designated by CLIENT.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Boaz, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for lodging and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022 with collection of October taxes to be remitted on or before November 20, 2022.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU's fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU's invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU

harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to lodging and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU's pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Boaz

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

July 21, 2022

Jill Bright
City of Boaz
 P.O. Box 537
 Boaz, AL 35957

Dear Ms. Bright:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Boaz			100%	Lodging; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Lodging	General	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal 1.95% of gross revenues collected, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____
Title: _____ (AVENU)

Tax Revenue Enhancement Agreement Revenue Administration

This agreement made by and between **Avenu Insights & Analytics, LLC** ("AVENU") and **City of Boaz**, a government entity in the state of AL ("CLIENT").

A. Remittance Processing Services

1. Taxes Processed: AVENU will perform remittance processing for sales and use taxes as designated by CLIENT.
2. Taxpayer Notification and Remittance: AVENU will send individualized tax forms to all known taxpayers. Taxpayers will remit payments to the following Address: City of Boaz, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the Address for payments.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT:
 - i. AVENU will provide CLIENT with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to CLIENT'S account numbers and all fees paid to AVENU. These reports will be provided by the 10th of the month following the tax month;
 - ii. CLIENT AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO AVENU WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE;
 - iii. All items credited will be subject to receipt of payment; and
 - iv. AVENU will attend Council meetings at such times as may be reasonably requested by CLIENT.

B. Compliance Services

1. **Taxes Reviewed:** AVENU will perform compliance services for sales, use and other taxes designated by CLIENT under Remittance Processing Services. AVENU will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by CLIENT, AVENU will make reasonable efforts to collect taxes designated by CLIENT hereunder. Where deemed reasonably appropriate, accounts may be turned over to audit or third-party collection. If CLIENT elects to have its attorney pursue collection of certain uncollected accounts, AVENU will assist CLIENT attorney as reasonably requested at its normal hourly rate as reflected herein.
2. **Conduct of Compliance Services:** To assure that all taxpayers are treated fairly, consistently and all compliance services are performed in a similar manner, AVENU representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to CLIENT in the same manner as provided for pursuant to *Section A*, above.

C. General Provisions

1. **Information Provided:** CLIENT represents that the information provided to AVENU in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to AVENU and that said information shall not be defamatory or otherwise expose AVENU to liability to third parties.
2. **Compliance with laws:** Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. **Taxpayer service:** AVENU will provide a taxpayer assistance number for taxpayer questions. AVENU will provide informational brochures for placement in CLIENT offices, Chamber of Commerce offices, libraries and any other facilities. This information may also be available on the Internet at www.avenuinsights.com.
4. **Review and Appeal Process:** AVENU has adopted and will use a review and appeals process which is based on the *Alabama Taxpayers' Bill of Rights Act* and *Uniform Revenue Procedures Act* codified as Title 40, Chapter 2A, Code of Alabama, 1975, as amended.
5. **Consideration for Remittance Processing Services, Revenue Analysis Services and Compliance Services:** AVENU shall be compensated for the services rendered under this agreement in accordance with the schedule of fees set forth in Exhibit "A".
6. **Audit Services:**
 - i. **AVENU Audit Services:** Audit Services include all preparation for the performance of an audit of any applicable tax license, or fee levied by your taxing jurisdiction, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.
 - ii. **AVENU Reciprocal Agreement:** To the fullest extent allowed by law, CLIENT hereby authorizes AVENU to act as a facilitator with the Alabama Department of Revenue and other applicable jurisdictions to share audit findings on its behalf.
 - iii. **AVENU Fee:** AVENU shall be compensated for audit services rendered under this agreement at the hourly rate set forth in Exhibit "A". There shall be no contingency fees.

1. If overnight travel or travel more than 25 miles beyond origination point is required, AVENU will pay the auditor and bill the CLIENT for its portion of travel expenses. CLIENT agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for CLIENT overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows:
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.
7. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.
8. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022 with collection of October taxes to be remitted on or before November 20, 2022.
9. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution or the maximum period allowed by law, whichever is shorter. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
10. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU'S fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.
11. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU

harmless from any claims and against all costs, expenses, damages, claims and liabilities relating in any way to sales, use and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof and any refunding related thereto.

12. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU'S total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU'S pricing reflects the allocation of risk and limitation of liability specified herein.
13. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU'S database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
18. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.

19. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Boaz

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

July 21, 2022

Jill Bright
City of Boaz
 P.O. Box 537
 Boaz, AL 35957

Dear Ms. Bright:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Boaz			100%	Sales/Use; all rates

Tax Types and Rate Codes will be administered at the following percentages:

Tax Type	Rate Type	Percentage
Sales/Use	General	
Sales/Use	Mfg Machine	
Sales/Use	Farm	
Sales/Use	Auto	
Sales/Use	Amusement	
Sales/Use	Vending	

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC

600 Beacon Parkway West, Suite 900
 Birmingham AL 35209
 ATT: Contracts Department

COMPENSATION

Compliance Services: AVENU will receive an amount equal to Two Dollars and ninety-two Cents (\$2.92) per account per transaction OR 1.95% of gross revenues collected, whichever is lower, for providing Remittance Processing Services and Revenue Analysis Services.

Audit Services: AVENU will receive an amount based on an hourly rate of eighty-four dollars (\$84.00) for audit services. There shall be no contingent fees. Each year on the Anniversary date of the Effective Date of this Agreement the hourly rate will increase by 3%.

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____
Title: _____ (AVENU)

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by the City of Boaz.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, City of Boaz has contracted with AVENU to act as our duly authorized agent in order to perform taxpayer audit examination services for our jurisdiction. Therefore, AVENU is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you for the purpose of computing and determining the correct amount of any applicable tax, license, or fee assessed by our taxing jurisdiction.

At or before the beginning of this audit, AVENU will provide to you the current version of the State of Alabama Publication 1A which provides, in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or complaints or if you are unable to obtain a reasonable response after several attempts to communicate with the person assigned to your case. For verification of the identity of an auditor, you may contact the audit department of AVENU at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

Jill Bright
Clerk
City of Boaz

Date: _____

Tax Revenue Enhancement Agreement Business License Discovery/Recovery Administration

This agreement is made as of October 1, 2022 by and between Avenu Insights & Analytics, LLC ("AVENU") and City of Boaz, a government entity in the state of AL ("CLIENT").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
 - i. Analysis of two or more municipal lists. These lists could include current discovery/recovery license data, sales tax data, property tax lists and telephone directories at least once a year.
 - ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
 - iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to City of Boaz, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CLIENT, AVENU may change the P.O. Box for Sample Client payments. CLIENT will be responsible for renewals. AVENU will provide a list to CLIENT.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CLIENT for each type of tax collected, as shown in more detail on **Exhibit A**.
4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.
5. Changes to **Exhibit A**: CLIENT shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CLIENT, then the CLIENT shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure designated recipients receive the amounts intended by CLIENT.
6. Notification, Reporting to CLIENT: AVENU will provide CLIENT with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CLIENT'S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, Client, or municipal governing authority.
3. Consideration for Discovery/Recovery Services:
 - i. AVENU Fee for Discovery/Recovery Services: AVENU will receive fifty percent (50%) of discovery/recovery revenue collected by AVENU.
 - ii. AVENU fee for copies of forms: AVENU will receive an amount equal to \$3.00 per form mailed or faxed to the CLIENT per the request of the CLIENT. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
 - iii. AVENU fee for Direct Payments: AVENU will receive fifty percent (50%) of discovery/recovery revenue received and deposited by the Client, which is a result of AVENU collection efforts.
4. Company Audit: Once a year AVENU will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC 1 report and will be made available upon request.
5. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence October 1, 2022.
6. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.
7. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CLIENT's receipt of revenue after termination which are subject to AVENU' fee, the CLIENT shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CLIENT. The CLIENT shall remain obligated to pay AVENU' invoices therefore in accordance with the terms of this Agreement.
8. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CLIENT harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CLIENT hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, claims and liabilities relating to sales, use and other taxes of CLIENT, including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A (3), above, and any refunding related thereto.

9. **Limitation of Liability:** To the maximum extent permitted by law, in no event shall AVENU, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not AVENU has been advised of the possibility of any such loss or damage. In addition, AVENU' total liability hereunder, including reasonable attorney's fees and costs, shall in no event exceed an amount equal to the fee paid by the CLIENT for the affected service to which the claim pertains. The foregoing sets forth the CLIENT'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between AVENU and the CLIENT and AVENU' pricing reflects the allocation of risk and limitation of liability specified herein.
10. **Equal Opportunity to Draft:** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. **Force Majeure:** AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
13. **Subcontractors:** AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
14. **Intellectual Property Rights:** The entire right, title and interest in and to AVENU' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in AVENU. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to AVENU be deemed included within the Work Product.
15. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties

respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

16. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC

City of Boaz

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A**DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES**

June 30, 2022

Jill Bright
City of Boaz
P.O. Box 537
Boaz, AL 35957

Dear Ms. Bright:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Boaz			100%	Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

Avenu Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Contracts Department

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
213-246-2445

I have reviewed the above distribution and verify that it is correct.

By: _____
Name: _____ Avenu Insights & Analytics, LLC
Title: _____

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Boaz has contracted with AVENU (Revenue Discovery Systems) to perform collection services for business license taxes on the Client's behalf. AVENU helps the Client ensure that all businesses pay their fair share of business license tax.

AVENU, as the Client's authorized representative, is bound by the same confidentiality as the Client's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

[name]
Client Administrator
City of Boaz

Date: _____



Delinquent Business License Discovery and Recovery Proposal

Avenu/RDS proposes to provide the following services:

- Merge municipality's sales tax information with our extensive current database of businesses
- "Scrub" data to facilitate best matches of business identities
- Search data to identify companies/individuals likely to have done business in the municipality in past years
- Cross-check identified companies/individuals against your paid business license list
- When business is identified as likely to have done business without a license, Avenu/RDS will contact business and pursue delinquent license fee
- Direct deposit your share of recovered delinquent revenue
- Provide detailed report to you, including contact information for licenses discovered so that you may pursue renewal license in coming years, *allowing you to benefit from full amount of future license fees*

Fee

- There is NO up-front fee for this service.
- Avenu/RDS evenly splits recovered delinquent revenue with you the first year.

Facts

- More than 285 cities and towns currently take advantage of the service
- More than \$45 million in delinquent fees recovered
- More than 249,840 escaped licenses discovered
- In most cases, 90% or more of discovered licenses are from out-of-town businesses

Considerations

- Immediate revenue
- Long-term revenue increased from renewals of newly discovered licenses
- Levels the playing field for local businesses competing with out-of-town businesses

Security and Confidentiality

- 35 years of service in local government revenue enhancement without compromising client data
- More than 1000 contracts in over 360 jurisdictions entrust us with sensitive tax and license data
- Activity regulated by the Alabama Taxpayer Bill of Rights and Title 40 of the Code of Alabama
- RDS also undertakes an annual SAS-70 Type II Audit of its data and funds disbursement processes and associated administration procedures, and can provide a report from our latest SAS-70 audit upon request.
- Access to our building only by magnetic key card and is video monitored
- Processing functions adhere to strict separation of duties among employees
- Data storage is protected by real-time, off-site electronic backup and hard-copy storage

RESOLUTION NO. 2022-1720

A RESOLUTION ADOPTING A TRANSPORTATION PLAN PURSUANT TO THE REBUILD ALABAMA ACT 2019-2 FOR THE CITY OF BOAZ FISCAL YEAR 2022/2023

WHEREAS, the Alabama legislature in Act. No. 2019-2 adopted the Rebuild Alabama Act;

WHEREAS, the Rebuild Alabama Act provides for an allocation among the municipalities of the state on the basis of the ratio of population of each municipality to the total population of all municipalities of the state a portion of the additional taxes levied under the Act to be used for transportation infrastructure, improvement, preservation and maintenance;

WHEREAS, the Act provides that the municipal governing body of the City of Boaz shall adopt an annual Transportation Plan no later than August 31st each year which shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year and shall be based upon an estimate of the revenues anticipated from the fund in which the additional revenue is deposited during the next fiscal year; and

WHEREAS, the Act further provides that any such funds shall be used only for the maintenance, improvement, replacement, and construction of roads and bridges maintained by the City of Boaz and such other uses as are defined in the Act.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Boaz as follows:

1. The City Council of the City of Boaz hereby passes this Resolution as its Transportation Plan submitted in compliance with the Rebuild Act, Act No. 2019-2 along with Exhibit A which includes a list of streets to be paved.
2. 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 and the second fiscal year (FY20-21) \$63,766.60 with increasing allocations for the next fiscal year thereafter. As of July 31, 2022 the total amount received from The Rebuild Alabama Fund is \$68,071.99. 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.
3. Pursuant to the Act, the City anticipates expending funds received in part or in whole to fund any of the following listed projects: Maintenance, improvements, replacements, and construction of roads and bridges as funds allow. To fund required matching amounts for road and bridge projects as funds allow or to fund bond payments or debt repayment for road or bridge projects as funds allow.
4. The City Clerk is hereby authorized and instructed to post a copy of this Resolution as its FY22/23 Transportation Plan in a conspicuous place at the normal three posting places within the city of Boaz. It will also be placed on the website of the City of Boaz www.cityofboaz.org

ADOPTED THIS THE 22nd DAY OF AUGUST, 2022.

David Dyar
Mayor

ATTEST:

Jill Bright, MMC
City Clerk/Treasurer

Exhibit A

City of Boaz, Alabama Transportation Plan Fiscal Year 2022-2023

Bel Air Street
 College Avenue
 Doris Street
 Elder Street
 Emory Avenue
 Gant Avenue
 Gold Kist Street
 Hillcrest Cemetery additional road
 Hulkan Avenue
 Lake Front Street
 Maggie Drive
 Marjorie Street
 Oakland Avenue
 Rains Avenue
 Roger Avenue
 Snowden Circle
 Snowden Drive
 Stephens Road
 Woodley Terrace
 Bethsaida Road
 Cherokee Street
 Double Bridges Road
 Elrod Avenue
 Goble Road
 James Street
 McDowell Circle
 McVile Road
 Perigo Street
 Roden Avenue
 Union Lane
 Aurora Road
 Bradford Street
 Gilliland Avenue
 Lake Circle
 Mountain Drive
 Pine Street
 Pleasant Hill Church Road

City Owned Parking Areas

AL 205/SR168 NE Corner/Parking
 AL 205/SR168 SE Corner/Parking
 AL 205/SR168 additional/Parking
 Boaz Street Department Rd
 AL 168 to First Bank/ Parking
 Library/ Parking
 Scott Plaza/ Parking
 Cherokee Ball Park/ Parking