CITY OF TRUSSVILLE

CITY COUNCIL WORKSHOP PRIOR TO REGULAR SESSION

JUNE 9, 2026

I. Call to Order

II. Prayer – Councilor _____

III. Pledge – Councilor _____

IV. Roll Call

V. Minutes – May 21 agenda workshop & regular session

VI. Approve Consent Agenda & Regular Agenda

Consent Agenda

- *Reappoint Kris Reeves to the Planning & Zoning Commission, with term ending June 11, 2032*
- *Accept the resignation of John Griscom from the Veterans Committee.*
- *Appoint Eric Parnell to the Veterans Committee, succeeding John Gricsom, with term ending May 1, 2029*
- *Resolution to Accept a Proposal from Industrial/Organizational Solutions to Develop Custom Job Knowledge Examinations for the Sergeant & Lieutenant Ranks in the Police Department*
- *Resolution to Authorize a Lump Payment to Eligible City Retirees & Beneficiaries*
- *Resolution to Add the Job Classification of HVAC/Refrigeration Technician as an Approved Position with the City Employee Civil Service System*
- *Resolution to Authorize the Replacement ADA Opener Contract with 1 Point USA for the Civic Center – No Bidding Required*
- *Resolution to Declare Certain Parks & Recreation Assets as Surplus*
- *Resolution to Extend Early Retirement Incentives per* ***Resolution No. 2025-36*** *to Eligible City Employees Who Retire by December 1, 2026*
- *Resolution to Authorize a Gas Line Extension Agreement with the City Utilities Board*

VII. Public Comment (up to 3 minutes each)

VIII. Regular Agenda

- Ordinance to Grant a Non-Exclusive Franchise Agreement to Brightspeed of Alabama, Inc.
- Public Hearing Regarding a Prospective Rezoning
- Ordinance to Rezone the Property Located at 6588 Memory Lane to A-1 (Agricultural) from R-2 (Single Family Residential)
- Resolution to Approve a Land Development Agreement with DDB Capital

- Ordinance to Rezone Properties Located at 4550 Camp Coleman Road; 6970, 7025, 7050 & 7090 Praytor Road to Q-R-G (Qualified Garden Residential) from A-1 (Agricultural) & I-2 (Industrial)

IX. Council/Mayor Reports
   a. Horton – Tree Commission, Utilities, Public Safety, Design Review
   b. Jackson – Finance, Active Transportation, Planning & Zoning, Inspections, Downtown Redevelopment
   c. Miller – Veterans, ACTA, Historical
   d. Farr – Library, IDA, Parks & Recreation, Chamber, Public Works, Senior Citizens
   e. Anderson – Finance, Cemetery, Beautification, BOE, Leadership Trussville
   f. Mayor – Administration

X. Audience (2 minutes each)

XI. Adjourn

XII. Briefings

CITY OF TRUSSVILLE MINUTES

MAY 21, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Thursday, May 21, 2026**, at 5:30 pm to review the proposed agenda for its next regular session. Council President Pro Tem Brian Jackson presided over the meeting and Dan Weinrib served as recording secretary.

Those members present were as follows:	President Pro Tem Brian Jackson Councilor Kimberly Farr Councilor Ben Horton Councilor Jim Miller
Others present in their official capacity:	Mayor Ben Short City Attorney Rick Stotser City Clerk Dan Weinrib
Those absent:	Councilor Jaime Melton Anderson

The City Council reviewed all proposed items. They kept both proposed consent agenda items & added Resolutions No. 2026-41, -42 & -43 to consent, thus leaving two proposed ordinances on the regular agenda. With nothing left to review, President Jackson adjourned the workshop at 5:35 pm.

MAY 21, 2026 REGULAR SESSION

The City Council met in **regular session** on **Thursday, May 21, 2026**, at 5:35 pm. Council President Pro Tem Brian Jackson presided over the meeting and Dan Weinrib served as recording secretary.

Those members present were as follows:	President Pro Tem Brian Jackson Councilor Kimberly Farr Councilor Ben Horton Councilor Jim Miller
Others present in their official capacity:	Mayor Ben Short City Attorney Rick Stotser City Clerk Dan Weinrib
Those absent:	Councilor Jaime Melton Anderson

Councilor Horton led the prayer. Mayor Short led the pledge.

President Jackson introduced the minutes from the previous council meeting. Councilor Horton moved & Councilor Farr seconded the motion to approve the submitted minutes. **UNANIMOUS**

President Jackson then introduced the amended consent & regular agendas. Councilor Miller moved & Councilor Farr seconded the motion to approve the lengthened consent agenda & shortened regular agenda. **UNANIMOUS**

There were no public comments.

Exercising privilege, President Jackson recognized Mayor Short, who in turn summoned Fire Chief Tim Shotts to the public podium. Chief Shotts announced that Firefighter Paramedics Hunter Reid & Michael Tucker had earned promotions to the rank of Fire Lieutenant. They received generous praise & applause. It was especially meaningful for the Reid family. Hunter's father Dennis Reid is a Trussville Police Sergeant. After a brief recess for pictures, President Jackson resumed the meeting.

Under the regular agenda, Councilor Farr introduced a proposed ordinance to grant non-

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Dollar Road. Planning & Zoning had recommended their annexations with the stipulated prohibition on mobile or manufactured homes on the A-1 (Agricultural) zoned properties. **Councilor Horton moved & Councilor Farr seconded the motion for approval. Upon roll call vote, UNANIMOUS Ordinance No. 2026-013-ANX**

Finance Director Joseph Calvert then gave his monthly budget report, covering the city's performance through April. In sum, the City continues to outperform its initial FY2026 budget estimates, taking in more revenues while spending less money. Already, the Inspections Department has realized more permitting fee revenues over the last seven months than its initial total projection over the entire budget year. This year's sales tax revenues continue to outpace last year's. If the current trend holds, the city sales tax revenues will exceed its initial budget projection by over $857,000. Assuming the city finished its budget year with a $1.7 million surplus, it will then have a fund balance of at least $10.7 million.

Mayor Short & the councilors then recognized Police Chief Dave Morrette, who announced the promotions of Officers Tony Armstrong & Stan Kennedy to the rank of corporal. They received generous praise & applause. After a brief recess for pictures, President Jackson resumed the meeting.

During committee reports, Councilor Horton thanked the city's first responders & their families. Jim & Nick's BBQ on Gadsden Highway will undergo a partial renovation once Design Review reviews & signs off its final plans.

Councilor Miller stated that the Veterans Committee now lacks a quorum since one of its members resigned due to health issues. During its Memorial Day program at Veterans Park, they will unveil some new busts for the War Memorial. Also, tickets to ACTA's production *1776* are going fast. The play will run July 9-19.

Councilor Farr congratulated the Chamber's Heather Weems & Melissa Walker on getting HT Leadership's Change Community Impact Awards. She also congratulated Ann Sargent on her recent promotion to assistant library director. The Library is launching its annual summer reading program. Its kickoff event on May 29 will feature a petting zoo. She also mentioned two other library events. Public Works remain busy.

On behalf of Councilor Anderson, Councilor Jackson reminded the public that the Beautification Committee is still accepting various landscaping nominations through the end of the month. He also promoted Restaurant Week Bingo. He also mentioned that the HTHS softball & baseball teams are in the state finals. The baseball team had just won Game 1. Game 2 will be play the next day.

Councilor Jackson informed the public that Planning & Zoning Commission moved its June meeting to June 18 from June 8. Also, Active Transportation Committee continues to evaluate its proposed comprehensive plan for citywide network of pedestrian pathways. Also, the public will soon hear follow-up publicity on the second Comprehensive Plan 2.0 sessions coming up at the Civic Center, aka *Plan-A-Palooza*. There'll be opportunities for online participation.

Mayor Short added that *Plan-A-Palooza* will occur June 8-11. He congratulated the high school baseball & softball teams on their successes. Initially, Mayor Short & the council had been willing to reschedule its June 9 meeting to June 16, at Councilor Miller's request. He announced he is withdrawing his request.

There were no audience comments.

With nothing left on the agenda, President Jackson adjourned the meeting at 5:58 pm.

Respectfully submitted,

DJW

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Resolution No. 2026-44

A Resolution Accepting a Proposal from Industrial/Organizational Solutions to Develop Custom Job Knowledge Examinations for the Sergeant & Lieutenant Ranks in the Police Department

BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that the City hereby accepts a proposal from Industrial/Organizational Solutions (**Exhibit A**), to develop two custom job knowledge examinations for the ranks of Sergeant & Lieutenant in the City Police Department, payable from the **01 General Fund**.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

FOR CONSENT AGENDA

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 9th day of June, 2026, while in regular session on Tuesday, June 9, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th of June, 2026

_____
Dan Weinrib MMC, City Clerk

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INDUSTRIAL/ORGANIZATIONAL SOLUTIONS
PUBLIC SAFETY SELECTION EXPERTS

May 12, 2026

Ms. Mandy Dixon:

IOS proposes the development of two custom job knowledge examinations for the Sergeant and Lieutenant ranks in the Trussville Police Department. The cost for each examination is $8,000 ($16,000 total). IOS will provide the following services:

- work with TPD subject matter experts (SMEs) to develop an examination plan,
- draft approx. 125 multiple-choice questions per exam,
- review questions with SMEs to evaluate relevance and difficulty, and select the final 100 questions,
- print and ship exams and appeals materials,
- respond to appeals and score exams.

The timeline for this project is approximately 3 to 4 months Following is a proposed timeline that can be modified in conjunction with the City:

- Develop exam plan – week 1
- Draft questions – weeks 2- 12
- Review questions – week 13
- Finalize exams and ship – week 14
- Respond to appeals and score exams – week 15

Please let me know if you have any questions. We look forward to the opportunity to serve you.

Best regards,

Chad Legel

Chad Legel, President

Resolution No. 2026-45

A Resolution Authorizing a Lump Payment to Eligible City Retirees & Beneficiaries

BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that the City of Trussville, through its governing authority, elects to come under the provisions of Section 2 of Act 608 of the Regular Session of the 2026 Legislature. The City of Trussville agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by this Act for those eligible retirees and beneficiaries of deceased retirees of the City of Trussville with the aforementioned lump sum payment, for an amount not to exceed **$21,527**, being paid in October 2026.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

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Witness my hand and seal of office this 15th of June, 2026

_____
Dan Weinrib MMC, City Clerk

Resolution No. 2026-46

A Resolution Adding the Job Classification of HVAC/Refrigeration Technician as an Approved Position within the City Employee Civil Service System

WHEREAS, the Human Resources Department & the Employee Civil Service System exist to help all City departments meet their present & future employment needs; and

WHEREAS, the members of the Employee Civil Service System made a recommendation on the position of **HVAC/Refrigeration Technician** for the optimal benefit of the City

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Trussville, Alabama that the City shall hereby add the job classification of **HVAC/Refrigeration Technician** (**Exhibit A**), effective immediately.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

FOR CONSENT AGENDA

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

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Witness my hand and seal of office this 15th of June, 2026

_____
Dan Weinrib MMC, City Clerk

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City of Trussville

HVAC/ REFRIGERATION TECHNICIAN

CLASS CODE 8553

ESTABLISHED DATE May 06, 2026

REVISION DATE May 26, 2026

Job Summary

HVAC/Refrigeration Technicians install, maintain, and repair electrical, and mechanical components of heating, ventilation, air conditioning, and refrigeration control systems. Work involves routine inspections and basic inventory supply management. An employee in this classification receives overall objectives and resources available and develops deadlines, projects, and work to be done in consultation with the supervisor. The employee plans and carries out the assignment and coordinates work with others, as necessary. The employee interprets policy on own initiative in terms of established objectives. Work assignments are received verbally from the supervisor and through work orders. Work is performed independently with latitude for determining materials. Work is subject to inspection by a supervisor and inspectors during construction and upon completion. HVAC/Refrigeration Technicians keep the supervisor informed on the progress of assigned tasks.

Essential Functions

- Performs general support duties in preparation for maintenance and repairs. Inspects electrical, mechanical, direct digital, pneumatic field control systems, hardware, and equipment associated with heating, ventilation, air conditioning, controls, and/or refrigeration systems.
- Installs hardware and equipment associated with heating, ventilation, air conditioning, controls, and/or refrigeration systems in new or existing city facilities.
- Maintains and cleans electrical, mechanical, direct digital, pneumatic field control systems, hardware, and equipment associated with heating, ventilation, air conditioning, controls, and/or refrigeration systems.
- Repairs or replaces electrical, mechanical, direct digital, pneumatic field control systems, hardware, and equipment associated with heating, ventilation, air conditioning, controls, and/or refrigeration systems.
- Procures and/or manages inventory (i.e., supplies and equipment) to ensure the products and services are available to meet the operational needs of each department.

Minimum Qualifications

- Driver's license.
- Possession of a Universal ACCA Refrigerant Recovery Certification Card.
- Experience working with commercial/industrial heating, air conditioning, and refrigeration units
- Experience working with a variety of testing equipment (e.g., pressure gauges, multimeter, digital voltage meter, and/or refrigerant leak detectors).
- Experience maintaining commercial/industrial HVAC/refrigeration controls.
- Experience installing, repairing, and monitoring electric pneumatic and pneumatic systems

servicing equipment.

Supplemental Information

Physical Demands:
Job involves occasional moderate physical exertion required for occasional prolonged periods of lifting, carrying, stooping, kneeling, crouching, crawling, balancing, and climbing.

May involve regular lifting of items or objects weighing up to 75 lbs.

Work Environment:
Work is performed both within city-owned facilities and in field locations. Work involves use of various hand tools such as hammer, screwdrivers, wrenches, etc. and electrical, gas, or air powered tools and equipment such as power saws, nail guns, drills, etc.

May be exposed to weather conditions such as extreme hot or cold temperatures.

PAY GRADE: City 24

Resolution No. 2026-47

A Resolution Authorizing the Replacement ADA Opener Contract with 1 Point USA for the Civic Center, in Accordance with Act No. 2023-497

WHEREAS, Act No. 2023-497 exempts municipal contracts under $100,000 from the requirements of the State Public Works Bid Law; and

WHEREAS, in accordance with Act No. 2023-497, **1 Point USA** provided the City of Trussville a $15,617.87 proposal **(Exhibit 1)** for replacing the ADA Opener at the Civic Center.

NOW THEREFORE BE IT RESOLVED that the City Council of Trussville, Alabama, while in regular session, hereby approves this agreement with **1 Point USA**, for an amount not to exceed $15,617.87, payable from **Fund 08 Civic Center** and/or **Fund 01 General Fund**

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

FOR CONSENT AGENDA

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

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Witness my hand and seal of office this 15th of June, 2026

_____
Dan Weinrib MMC, City Clerk

1 POINT USA

PF197

ADA Opener Retrofit

Prepared by:
Jonah Muncher

Prepared for:
Jason Parsons

205-701-0191
1pointusa.com

1·POINT USA

PROJECT PROPOSAL

Original Date	3/30/2026	**Payment Terms**	Net 30
Revision Date	[redacted]	**Proposal Number**	P F197
To:	City of Trussville	**Revision Number**	[redacted]
		Location	CIVIC CENTER
		Quoted by	JM

Project Name ADA Opener Retrofit

Attention: Jason Parson

Project Description (General)	

		Price	Accept- Initial
ADA OPENER	Provide and install the following; 1 - Norton Heavy Duty Dual Automatic Opener - Dark Bronze Finish 1 - Wireless receiver set	$ 15,617.87	X_____
	2 - Wireless ADA push buttons Install and wire into existing access control system. Test devices for proper function.		

Signed, Proposal Accepted Including Initialed Options Listed Above

BY: _____ **Date:** _____

Title: _____

Proposed by: _____

Special Notes	1PointUSA not responsible for existing hardware, software, or cabling. 50% to be invoiced as due upon signing, with remainder invoiced as due upon completion.

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.

***Proposal is invalid without signed Terms and Conditions (attached).**

1PointUSA

Access Control Hosting & M2M Agreement

Terms and Conditions

The following is the statement of Terms and Conditions pursuant to which COMPANY, dba COMPANY provides electronic access control data hosting to paid subscribers ("Customers"), following parameters as specified in a proposal from COMPANY to the Customer, and Access Control Hosting Service Agreement.

Definitions

"COMPANY" is a dba under COMPANY.

"Access Control Hosting Service" means that Customer data relating to Customer-owned Access Controls is hosted by COMPANY on servers owned by them, and that this data is stored and made available to the Customer via internet connection.

"Customer", and **"The Customer"**, means signors of this agreement authorizing services described herein.

"Hosted Data" means customer Access Controls System data managed on servers owned by COMPANY.

"Server(s)" means the COMPANY computer equipment on which the Hosting Software is installed and on which the Hosted Data is stored.

1. Server Configuration

COMPANY will provide the Customer with required minimum server hardware and software specifications to perform tasks outlined in the Access Control Hosting Service Agreement and for Customer-provided machine for Client Software. The Customer agrees to provide hardware and software minimally meeting these specifications. In the event COMPANY provides hardware and software for Access Control Hosting Services, it will be set up specifically to perform according to parameters as specified in the Access Control Hosting Service Agreement. The Customer agrees to allow COMPANY to ensure that industry standard security patches, service packs, and anti-virus software are updated for the assigned server monthly as a minimum time interval.

2. Network Configuration

COMPANY will provide the Customer shared network bandwidth on the COMPANY server site to provide for Access Control Hosting. Both inbound and outbound network data transfer will be routed and monitored through firewall(s), switches, and routers, owned by COMPANY.

3. Data security provided by COMPANY

a. Summary – COMPANY uses reasonable security measures designed to protect the operating environment

b. Customer Data to be maintained within a secure physical environment which includes intrusion, access controls, and 24-hour video surveillance.

c. Customer Data to be backed up on regular intervals as described in agreement with manufacturer backup software as well as regular SQL database backups. Additionally, backups may be stored on redundant servers on or off site.

d. COMPANY will maintain battery backup power supplies designed to provide power to the hosting system in the event of interruption of normal electrical utility failure. Servers to be protected in a power-conditioned environment and backed up with UPS devices and software for graceful shut-downs (typical back-up time 2-4 hours after main power loss).

e. COMPANY will maintain redundant HVAC climate control, fire suppression system, and lockable server cabinets in our server facility.

4. Hosted Data

a. COMPANY maintains Hosted Data in secure directories that require access authorization.

b. COMPANY performs data backups as described in agreement. Backup data will be stored on COMPANY servers for a minimum of 90 days.

c. COMPANY maintains antivirus protection on all hosted systems. In the event that viruses, worms, or other similar software is determined to have infected the COMPANY-hosted system, COMPANY will use commercially reasonable efforts to restore the system as quickly as reasonably possible, or to restore most recent version of archived database.

d. While it is impossible to maintain flawless security, COMPANY will take commercially reasonable steps to prevent security breaches of Hosted Systems assigned under this Agreement. For this reason, COMPANY does not make any representation or warranty against security breaches. Accordingly, Customer agrees that it will not include the following data types on the hosted system:

e. Any information, or documents or technical data that are classified, ITAR controlled or otherwise (i) have been determined by the United States Government or by a foreign government to require protection against unauthorized disclosure for reason of national security and/or (ii) any data that is "protected health information, including any medical, demographic, visual or descriptive information that can be used to identify a particular patient/individual", subject to the United States "Health Insurance Portability & Accountability Act of 1996" and regulations promulgated under that Act (collectively "HIPPA").

f. Except with respect to COMPANY's express obligations under "Hosted Data", the Customer is solely responsible for any damage or losses caused by unauthorized destruction, loss, interception, or alteration of the Hosted Data by unauthorized persons.

g. COMPANY shall treat all Hosted Data as confidential and shall only use the Hosted Data to (i) provide the Hosted Service (including provision of reports to the Customer), (ii) Provision to need(s) of any law enforcement agencies to the extent of required disclosure by those agencies. (iii) Other directed disclosure will be only after the approval by the Customer.

5. Internet Security

The Customer acknowledges and agrees that the internet, and communications over the internet, may not be absolutely secure, and that connecting to it provides the opportunity for unauthorized access to computer systems, networks, and all data stored therein. Data transmitted through the internet or stored on any equipment connected to it may not remain confidential and COMPANY does not make any representation or warranty regarding privacy, security, authenticity or non-corruption or destruction of any such data. Use of the internet is at the Customer's risk.

NOTE: Please initial stating that customer agrees to "Terms & Conditions"

_____
initial here

To be signed only by the individual(s) with authority to execute contracts and submit binding quotes on behalf of the submitting company or individual

6. Service and Technical Support for Access Control Hosting

Emergency Access to Service and Technical Support for Access Control Hosting is available 24 hours per day. Service and Technical Support is rendered on a nex call basis, but is prioritized by COMPANY according to its importance to hosted system functionality. When reasonable, a workaround procedure may be suggested and may be temporary or permanent. A "workaround procedure" is one that deviates from the original procedure put into place on the start date of the Access Control Hosting Agreement.

7. Exclusions to Service and Technical Support for Access Control Hosting

Service and Technical Support for Access Controls Hosting *does not* include:

a. Modifications or customizations made to the Hosted Software from the original settings, or integrations with third party systems;

b. Issues caused by material changes by the Customer to the Hosted Software or Hardware;

c. Errors caused by the Customer's negligence or fault;

d. Consulting or training outside of initial consulting and training provided initially;

e. Responsibility for changes to or replacement of any Customer hardware that may be necessary to use the Hosted Software due to a workaround, fix or Hosted Software New Release;

f. Responsibility for any loss of power, or poor power quality to Hosted System hardware on Customer's site, including loss or corruption of data;

g. Responsibility for hardware failure for hardware not provided by COMPANY;

h. Responsibility for software failure, inoperability, updating, protecting, or failure for software not provided by COMPANY.

8. Customer Responsibilities

a. The Customer shall assist COMPANY in efforts to resolve problems and/or confirmed Hosting problems reported by the Customer. To this end, the Customer shall make hardware, software, and IT personnel available to COMPANY as reasonable.

b. In some instances, COMPANY will require Assistance from the Customer's Information Technology "IT" personnel. The Customer agrees to make IT personnel available to COMPANY for assistance in resolution of problems when necessary.

c. The Customer is responsible for maintaining hardware utilized in the Hosted Services process, where that hardware is located on the Customer's site. The Customer is responsible to provide an acceptable climate environment and power supply according to hardware manufacturer's recommendations/specifications.

d. Customer is responsible for provision and configuration of its corporate internet firewall to allow necessary ports to be used in order to access hosted services.

e. The Customer shall be exclusively responsible for any effects resultant of its handling, sharing, or assigning of Hosted Systems passwords.

9. Agreement Term

a. The initial term of the Access Control Hosting Service agreement shall be as specified therein. Services shall renew by mutual agreement of the signed parties or by authorized representatives of those parties.

b. Either party may terminate the agreement if the other party breaches the terms set forth therein, within 30 days written notice from the non-breaching party to the breaching party. Non-payment by the Customer for a period of 30 days past invoice due date for any invoice shall constitute grounds for agreement termination.

10. Warranty/Disclaimer of Warranty/Limitations of Liability

a. COMPANY warrants that COMPANY will perform services outlined in this agreement substantially in a workmanlike manner with practices standard to the industry.

b. Except as explicitly stated herein, COMPANY disclaims, and Customer waives, all warranties, whether express or implied, written or oral, including any warranty of satisfactory quality, fitness for a particular purpose, and/or non-infringement, and/or any warranty that Customer will achieve any particular return on investment or warranty arising by statute or from a course of the Hosting Service, or that data will not be destroyed, lost, intercepted, or altered by unauthorized persons. COMPANY does not warrant that the operation of the Hosted Data will be uninterrupted or error-free.

c. COMPANY's maximum liability arising out of, or relating to, the creation, license, supply, failure to supply or use of the Hosted Data or otherwise relating to these Terms and Conditions, whether based upon warranty, contract, tort, or otherwise, shall not exceed the fees paid to COMPANY under this agreement during the prior 12 month period prior to the events that gave rise to the applicable claim. In no event shall COMPANY, its subsidiaries or affiliates, or any of their directors, officers, employees or agents be liable for special, incidental or consequential damages (including without limitation, damages for loss of profits, business interruption, loss of data and any loss caused by the interruption, termination or failed operation of Customer's systems, third party telecommunication services or third party security features of systems). Customer agrees not to bring suit or action against COMPANY and/or its directors, officers, employees or agents for any reason whatsoever more than one (1) year after the cause of action arises. Customer recognizes that the charges and fees hereunder are based in part on the disclaimer of warranty and limitation of liability provisions set forth herein and that, in the absence of Customer's agreemer to such terms, COMPANY's charges to the Customer hereunder would be significantly higher.

11. Force Majeure

COMPANY shall not be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, acts of the Customer, acts of third parties not under the control of COMPANY, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, terrorism, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption, or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software, or loss of or poor quality of system power.

Customer Sign: **Customer Title:** **Date Signed:**

NOTE: Please initial stating that customer agrees to "Terms & Conditions"

_____
initial here

To be signed only by the individual(s) with authority to execute contracts and submit binding quotes on behalf of the submitting company or individual

1·POINT
USE

Terms and Conditions

Revised 04-05-2021

1. Limited Warranty; Exclusions Disclaimers, and other Terms and Conditions

To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, *iOn Integrated Solutions, LLC; herein also known as 1PointUSA, warrants all* Equipment for a period of twelve (12) months and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of *iOn Integrated Solutions, LLC.* Any shipping charges in connection with a repair or replacement covered under warranty shall be the responsibility of 1PointUSA. The repair or replacement shall constitute Customer's sole remedy against i*On Integrated Solutions, LLC.*

iOn Integrated Solution, LLC makes no other or further warranty with respect to installation labor, materials and equipment or any other portion of the work other than the foregoing warranty and specifically disclaims any and all other warranties, expressed or implied, including the warranties of merchantability or fitness for a particular purpose.

In no event shall *iOn Integrated Solutions, LLC* be liable to customer or any third party for special, incidental, consequential, exemplary, or punitive damages or for lost profits, lost sales, injury to person or property or any other cause as a result of a defect in labor, equipment or other supplies or materials with respect to any item furnished under the agreement, malfunction or nonfunction of any system, wrongful performance of or failure to perform any acts included in the work, transportation delays or breach of warranty.

In the event parties other than iOn Integrated Solutions, LLC attach to, perform repairs, or alter software/licensing/programming,or hardware directly related to materials during the warranty period except that written consent be given by iOn Integrated Solutions, LLC, product and labor warranty will be null and void as it relates to iOn Integrated Solutions, LLC.

Customer acknowledges that no warranty, representation, or statement by any representative of *iOn Integrated Solutions, LLC* not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part; if any constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

2. Limitation of Liability

The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted, and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither iOn Integrated Solutions, LLC nor any person engaged by iOn Integrated Solutions, LLC to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees, or any other person at the location(s) where the work is performed (the "Location(s)"; (d) the Price and Payment Terms are based solely on the cost and value of iOn Integrated Solutions, LLC providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to iOn Integrated Solutions, LLC for any guarantee, warranty, or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) iOn Integrated Solutions, LLC, makes no guarantee or warranty of any kind that the work (including any materials and equipment supplied as part of the work) will avert or prevent occurrences or consequences therefrom which the work is designed to detect or avert.

3. Dispute Resolution

It is understood that all parties listed in this Agreement wish to resolve disputes related to the Agreement in a timely, and cost efficient manner. To this end, in the event that a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

If a dispute is not resolved within 30 days of first report in writing, one party to the other, then any and all outstanding issues may be submitted to meditation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the state of Alabama. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the state of Alabama.

4. Design Development, Programming, Drawings, Ownership, and Software License(s)

Customer and iOn Integrated Solutions, LLC have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. iOn Integrated Solutions, LLC shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications, or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

5. Programming

Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them.

Continued on Page 2

To the extent required by the design and specifications of the Work, iOn Integrated Solutions, LLC shall: (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and (ii) Provide a total numberof hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed two (2).

Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms, and reports. Additional training, programming, or related consulting services over the agreed upon personnel training time, or fifteen (15) hours, whichever is greater provided by iOn Integrated Solutions, LLC at Customer's request shall be provided at cost to the customer in addition to the price in this agreement.

6. Drawings

To the extent required by the design and specifications of the Work, iOn Integrated Solutions, LLC shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings. (ii) iOn Integrated Solutions, LLC may provide, at Customer's request, and in addition to the price in this agreement, detail drawings utilizing industry standard electronic floor plans.

7. Ownership

Prior to completion of the Work, any drawings, specifications, and equipment lists developed in connection with the design for the Work shall remain the property of iOn Integrated Solutions, LLC whether the Work for which they were made is executed or not. Drawings, specifications, and equipment lists shall be returned to iOn Integrated Solutions, LLC on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications, and equipment lists: (a) shall be considered confidential information and trade secrets of iOn Integrated Solutions, LLC unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to iOn Integrated Solutions, LLC; and (c) are not to be reproduced in whole or in part without prior written consent of iOn Integrated Solutions, LLC. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications, and equipment lists shall become Customer's.

8. Software License(s)

Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

9. Access Control

9a. No Door(s), or associated door hardware are included unless specifically identified in the scope of work and/or equipment list.

9b. Coring of new or existing doors required for electrified locking hardware is not included unless specifically identified in the scope of work.

9c. Modification of any new or existing fire doors is not included. Additional charges may apply if iOn Integrated Solutions, LLC is requested to perform such work.

9d. Proper door alignment and mechanical operation is the responsibility of others.

9e. Programming and configuration of your microprocessor and/or CPU is included, excluding loading the database. It shall be the responsibility of the Customer to load the data base which involves defining access levels, time zones, personnel data, programming maps, defining alarm messages and instructions, along with the input of any user defined data. Individual cardholder input and definition is also excluded.

9f. Access control cards are not included unless specifically identified in the scope of work and/or equipment list.

9g. Access control system computer UPS is not included unless specifically identified in the scope of work and/or equipment list.

9h. Fire Alarm Release is the responsibility of the customer and the fire alarm service provider. Any permits required in accordance with the fire alarm system or release shall be obtained by the fire alarm service provider.

10. Installation

10a. Installation documents are included. Installation documents required outside of those provided, may be at additional cost to the customer.

10b. Installation of all required equipment and materials with on-site supervision of project is included.

10c. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays, and overtime.

10d. Idle time, that being time iOn Integrated Solutions, LLC is at the customer's worksite, but unable to progress toward completion of agreed work, that is incurred by iOn Integrated Solutions, LLC employees, and their subcontractors due to escorts, clearances, inability to enter workspace, actions or inactions of others, and other factors beyond our control, will be invoiced to the customer in addition to this agreement at our current labor rates, and may include additional travel charges.

10e. Unless exceptions are provided in this Agreement, the required labor hours have been calculated for this project from initial start to completion, and included in the price stated herein. Labor in addition to that calculated to be required to complete this project, due to actions or inactions of others will be billed to the customer in addition to the total agreement price stated herein; however, iOn Integrated Solutions, LLC, will not perform, or bill additional labor without prior consent from the customer. Additional labor hours are tallied from the time iOn Integrated Solutions, LLC, arrives on the customer's work site until we leave the work site, and may include additional travel charges.

10f. Client to coordinate with local iOn Integrated Solutions, LLC staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

10g. Client to provide and coordinate 110vAC electrical service where needed.

10h. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.

Continued on Page 3

Any telephone lines or LAN/WAN connections must be installed and operational prior to iOn Integrated Solutions, LLC commencing work. An iOn Integrated Solutions, LLC representative will verify the availability and functionality of all connections prior to starting work.

11. Changes in Scope of Work

Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

12. Permits/Bonding/Sealed Engineered Drawings

Permits, bonds, and other requirements by any government agency are included in proposals unless otherwise specified.

13. Maintenance and Safety

Some equipment installed by 1PointUSA either at the recommendation of its manufacturer and/or, industry standards, safety codes, or the opinion of 1PointUSA requires that periodic ongoing checks be required for the equipment and/or it's installation to remain safe for continued operation. For fulfillment of this requirement, 1PointUSA may offer the option of a maintenance agreement to the Customer allowing us to perform this safety maintenance at a charge to the Customer. The Customer may decline this offer, therefore agreeing that the full responsibility for safe operation related to such required maintenance of the equipment is theirs. At the Customer's request 1PointUSA will advise them on the methods and/or materials required for such safety maintenance of affected equipment.

14. Miscellaneous

14a. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

14b. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

14c. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

14d. In the event that any one or more of the provisions contained herein 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 provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Terms and Conditions Customer/Approved Purchaser - Signed:

Name _____ Title _____ Date___/___/_____

Maintenance Agreement (If applicable): Accepted Yes ___ No___

Maintenance Agreement Start Date___/ ___/ _____ End Date___/___/_____

3033 Decatur Highway
Gardendale, AL 35071
Office (205)701-0191 Cell (205) 370-7574

Resolution No. 2026-48

A Resolution Authorizing the Mayor to Declare Various Parks & Recreation Assets as Surplus and to Sell, Convey or Otherwise Dispose of the Same in Accordance with Resolutions and Ordinances Pertaining to Surplus Property

WHEREAS, the Parks & Recreation Department has ten conference room chairs at the Civic Center, as well as four Toro 5000 Series mowers, one Toro Z Master 557 mower, one Spartan SRT-XD mower, one Cushman Groomaster Infield conditioner, one Wolf 16-foot tandem axle trailer with ramp, one Ford 7740 tractor and one Toro Workman with 200-gallon spray system; and

WHEREAS, these items are no longer of value to the City.

THEREFORE, BE IT RESOLVED by the City Council of the City of Trussville, Alabama as follows:

Section 1. That the Mayor is hereby authorized to declare the aforementioned items as surplus; and

Section 2. That the Mayor is hereby authorized to sell, convey, or otherwise dispose of the same in accordance with resolutions and ordinances relating to surplus property, thus removing them from the City's inventory.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

FOR CONSENT AGENDA

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 9th day of June, 2026, while in regular session on Tuesday, June 9, 2026, and the same appears of record in the minute book of said date of said City.

Resolution No. 2026-49

A Resolution Extending Early Retirement Incentives Per Resolution No. 2025-36 to Eligible City Employees Who Retire by December 1, 2025

BE IT RESOLVED by the City Council of the City of Trussville ("City"), Alabama, that the offer of early retirement incentives, as enacted in **Resolution No. 2025-36**, is hereby extended to eligible city employees who retire by December 1, 2026

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

FOR CONSENT AGENDA

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

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JEFFERSON COUNTY)

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Witness my hand and seal of office this 15th of June, 2026

_____
Dan Weinrib MMC, City Clerk

Resolution No. 2026-50

A Resolution Authorizing the Mayor to Sign a Gas Line Extension Agreement with the City Utilities Board

BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that the Mayor is authorized to sign a gas line extension agreement (**Exhibit 1**) with the City Utilities Board for a particular project.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

FOR CONSENT AGENDA

_____
Jaime Melton Anderson, Council President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC Mountain Brook City Clerk
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

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Witness my hand and seal of office this 15th of June, 2026

_____
Dan Weinrib MMC, City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

PERMANENT GAS LINE EASEMENT

This agreement is entered into by and between THE CITY OF TRUSSVILLE, (hereinafter referred to as "Grantor"), and UTILITIES BOARD OF THE CITY OF TRUSSVILLE, an Alabama public corporation (hereinafter referred to as "Grantee"), on the date last written below, to-wit:

W I T N E S S E T H:

For and in consideration of Ten Dollars ($10.00), and other good and valuable consideration, Grantor grants, bargains, sells, and conveys to Grantee a Permanent Gas Line Easement over, under, and across a 15 feet wide strip of land described below (the "Easement Area") for the purposes of Grantee's installing, constructing, operating, maintaining, repairing, and replacing underground water and gas equipment (the "Facilities"). Said Easement Area is located on that certain parcel or tract of land bearing Jefferson County Tax Parcel Number 12-00-23-2-001-018.00 and is situated in the Northwest 1/4 of section 23, Township 16 south, Range 1 west, Jefferson County, Alabama (the "Property"), as more particularly described as follows:

Commence at the Northwest corner of Lot 8, Block 4, according to the map of Cahaba Survey, as recorded in Map Book 29, Pages 30, 31, and 32, in the Probate Office of Jefferson County, Alabama; thence run southwesterly along the northerly line of Lot 9 of said subdivision for 12.50 feet to the point of the beginning of a 15 foot wide easement lying 7.5 feet each side of and parallel to and abutting the following described line; thence turn 89 degrees, 53 minutes, 33 seconds right and run northwesterly for 12.47 feet; thence turn 89 degrees, 58 minutes, 55 seconds right and run northeasterly for 132.63 feet to a point on the westerly right of way line of Palace Drive and the end of said easement centerline.

TO HAVE AND TO HOLD the same unto Grantee and its successors and assigns.

Grantee shall have free access, ingress and egress upon and across the Easement Area for the purposes hereinabove expressed, and Grantors shall erect no structures in the Easement Area and Grantee shall have the right to remove any fence or other obstruction which would interfere with the right of Grantee to enter upon the Easement Area for the purposes hereinabove expressed. Grantee shall also have the right to temporarily place dirt, materials and equipment on adjacent lands of Grantors for the purposes hereinabove described and said adjacent lands restored to their condition prior thereto.

The provisions of this Permanent Gas Line Easement shall bind and run with the land and shall be enforceable by and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor The City of Trussville have hereto set their hand and seal on this _____day of _____, 2026.

ATTEST:

THE CITY OF TRUSSVILLE

_____

BY: Ben Short
Its: Mayor

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, _____, the undersigned authority does hereby certify that Ben Short, as Mayor of The City of Trussville, whose name is signed to the foregoing Permanent Gas Line Easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the _____ day of _____, 2026.

_____

Notary Public

My Commission Expires:

_____

Ordinance No. 2026-012-ADM

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO BRIGHTSPEED OF ALABAMA, INC, F/K/A CENTURYTEL OF ALABAMA, LLC ("BRIGHTSPEED") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM WITHIN THE PUBLIC RIGHT-OF-WAY AND ALONG THE PUBLIC STREETS OF THE CITY OF TRUSSVILLE, ALABAMA.

WHEREAS, the public interest will be served by the granting of a non-exclusive franchise to Brightspeed to erect, install, construct, reconstruct, maintain, operate, dismantle, test, repair, replace, retain, and use a telecommunication system in, upon, along, across, above, over, under or in any manner connected with the streets, lanes, avenues, sidewalks, alleys, bridges, and highways, and other public places in the City of Trussville, Alabama as the same now or in the future may exist, in accordance with the terms and conditions as set forth below.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Trussville Alabama, while in regular session a quorum duly assembled as follows:

Section 1 Title

This ordinance shall be known and cited as the "City of Trussville Brightspeed Non-Exclusive Franchise Agreement." Within this document it shall also be referred to as the "Agreement" or the "Franchise".

Section 2 Definitions

For purposes of this Franchise, in addition to the words and phrases defined elsewhere in this Agreement, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number, and the use of any gender shall include all genders, as applicable. The words "shall" and "will" are mandatory and "may" is permissive.

2.1 "City" or "Grantor" means the City of Trussville, Alabama.

2.2 "Governing Body" or "City Council" means the City Council of the City of Trussville, Alabama.

2.3 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, limited liability company, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

2.4 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Grantee to use the same for the purpose of installing, operating, repairing and maintaining the System.

2.5 "System" shall mean a system of conduits, cables, wires, lines, towers, wave guides, fiber optic cable, antennae, and any associated converters., equipment and all other facilities and appurtenances associated with the provision of Telecommunications Service by Grantee in accordance with the terms and conditions contained in this Agreement.

2.8 "Gross Revenues" means only those revenues actually received by Grantee from the provision of retail Telecommunications Services provided over Grantee's Facilities located in the Public Rights-of-Way within the Franchise Area. Gross Revenues shall not include: (i) intercarrier compensation; (ii) revenues from services that both originate and terminate outside the Franchise Area; and (iv) federal, state, or local taxes, fees, or surcharges collected from customers and remitted to a governmental entity. Gross Revenues shall be determined in accordance with generally accepted accounting principles consistently applied and shall not be double counted. Gross Revenues shall exclude any revenue that the City is preempted from assessing under applicable federal or state law.

2.9 "Public Property" means any real property other than a street owned by the City / Grantor.

2.10 "State" means the State of Alabama.

2.11 "Street" or "Streets" mean the surface of and the space above and below any street, road, highway, freeway, lane, path, way, alley, court, sidewalk, boulevard, park-way, drive, or any public easement or right-of-way now or hereafter held by the City which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily needed for a System.

2.12 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing (e.g., data, video, and voice), without change in the form or content of the information as sent and received.

2.13 "Telecommunications Service" or "Service" means the transmission, conveyance, or routing of voice, data, audio, video, or other information or signals between or among points specified by the user, of the user's choosing, without change in the form or content of the information as sent and received, when such services are offered for a fee to customers using the Grantee's Facilities located in the Public Rights-of-Way within the City. Telecommunications Services shall not include information services, cable services, video programming services, advertising services, or the sale or lease of customer premises equipment.

Section 3 Grant of Authority

For the purposes of constructing, operating and maintaining a System in the City and providing Telecommunications Services, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets, including over public rights-of-way and through casements, within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line and other operating equipment as are necessary and pertinent to the operation of the System and providing Telecommunications Service.

Section 4 Compliance with Applicable Laws and Ordinances

A) This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations. Grantee and Grantor shall comply with all applicable federal and state laws and regulations.

B) Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public that are not otherwise inconsistent with the terms and conditions of this Franchise. Grantee shall comply with all applicable general laws and ordinances lawfully enacted by the City.

Section 5 Franchise Area

This Franchise is granted for the full corporate and territorial boundary of the City (the "Franchise

years, subject to the terms and conditions contained herein, by giving written notice, at least sixty (60) days before the expiration of the Initial Term, to the other party of the renewing party's intent to renew this Agreement for the additional term upon the terms and conditions stated herein.

Section 7 Franchise Non-Exclusive

The Franchise granted herein is non-exclusive. The City specifically reserves the right to grant, at any time, one or more additional franchises for a System in accordance with state and federal law; provided, however, no such future franchise shall be granted on terms more favorable or less burdensome than those contained herein. In the event a future franchise is granted on terms more favorable or less burdensome than those contained herein, then this Franchise shall be deemed amended as of the effective date of the future franchise to incorporate the more favorable or less burdensome term(s) or condition(s) herein.

Section 8 Written Notice

All notices or demands required to be given under this Franchise shall be deemed to be given when delivered personally to the persons designated below or upon the date actually received as evidenced by certified mail receipt addressed as follows:

If to the City:
City of Trussville, Alabama
Attn: City Clerk
131 Main Street
Trussville, Alabama 35173

With a copy to:
Garrick L. Stotser
Massey, Stotser, & Nichols, PC
1780 Gadsden Hwy
Birmingham, Alabama 35235
Email: rstotser@msnattomeys.com

If to Grantee:
Brightspeed of Alabama, Inc f/k/a CenturyTel of Alabama, LLC
c/o _____, (Title)
Address: _____
_____
Email: _____

Addresses may be changed by either party upon notice to the other party given as provided in this Section.

Section 9 Repair of Streets and Property

Any and all Streets or Public Property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee in accordance with the City's ordinances and codes and to a condition as good as that prevailing prior to Grantee's work

Section 10 Construction and Use of Facilities

A) The Grantee shall have the right to construct the system and to make installations of equipment at locations as it may find necessary for the proper construction and maintenance of the System. Approval shall be procured by the Grantee from the proper City department providing for the

applicable ordinances and regulations of the City affecting electrical and structural installations which may be presently in effect or changed by future ordinance.

D) All installations of System facilities shall be of a permanent nature, durable, installed in accordance with good engineering practice, and, where necessary, at such a height so as to comply with all existing City regulations, ordinances, and State laws, so as not to interfere with the right of the public or individual property owner and shall not interfere unduly with the travel and use of public places by the public during the construction, repair, or removal thereof, and shall not unduly obstruct or impede traffic.

E) The Grantee shall maintain its System so that cables, wires, poles and other facilities shall conform to the pattern of the existing public utility cables, wires, poles and other facilities, subject to the right of the City to require relocation, either overhead or underground, of such cables, wires, poles and other facilities when the City determines that such relocation is necessary and in the public interest but not for arbitrary and capricious reasons. Provided, however, Grantee shall not be required to relocate all or a portion of its System underground unless all other utilities located within the City Rights-of-Way are also required to re-locate underground. Any such relocation shall be at the Grantee's expense unless any other utilities are compensated for such relocation in which case the Grantee shall be similarly compensated.

F) Whenever by reason of the construction, repair, maintenance, relocation, widening, raising, lowering of the grade, or vacation of any street by the City or by the location or manner of construction, reconstruction, maintenance or repair of any public property, structure or facility by the City, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the City, or any public improvement, municipally owned or operated utility services or pursuant to any plan adopted by the City for rehabilitating any section of the City, it shall be deemed necessary by the City for the Grantee to move, relocate, change, alter or modify any of its facilities or structures, such change, relocation, alteration or modification shall be promptly made by the Grantee. Any such relocation shall be at the Grantee's expense unless a utility is compensated for relocation of their facilities in which case the Grantee shall be similarly compensated. In the event the Grantee, after such notice, fails or refuses to commence, pursue or complete such relocation work within a reasonable time, the City shall have the authority, but not the obligation, to remove or abate such structures of facilities and to require the Grantee to pay to the City the cost of such relocation, alteration, or modification. If the Grantee fails to complete in a timely manner, any relocation requested by the City and the City incurs any costs resulting from such delay, the Grantee shall be liable to the City for such costs.

G) The Grantee shall upon request, of any person holding a building moving permit or permit to move oversize loads issued by the City, temporarily raise or lower its wires to permit the moving of buildings or oversize loads. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary changes.

H) The Grantee shall have the authority to trim trees upon and overhanging the streets of the City as to prevent the branches of such trees from coming in contact with the Grantee's wires and cables.

Section 11 Legal Obligations

A) The Grantee shall, at its sole cost and expense, indemnify, defend and hold harmless the City, its officers, boards, commissions, agents and employees, against and from any and all claims, demands, causes of actions, suits, proceedings, damages, liabilities and judgments of every kind arising out of or due to the Grantee's construction or operation of the System in the City,

or had by third persons or duly constituted authorities, against or affecting the City, its officers, boards, commission, agents, or employees, arising out of or due to the Grantee's construction or operation of the System in the City. Grantee's obligation in this regard shall include the reimbursement of reasonable attorney's fees, cost of court, and expenses related thereto incurred by the City in defense of any such claims, suits, actions or other legal proceedings, provided that the City gives written notice within thirty (30) days of the receipt of such claim and permits Grantee to control the defense and settlement thereof, subject to City's consent which shall not be unreasonably withheld. Grantee shall not be responsible for any settlement entered into without its prior written consent, which shall not be unreasonably withheld.

C) The Grantee shall pay and satisfy and shall cause to be paid and satisfied any judgment, decree, order, directive, or demand, rendered made or issued, against the Grantee, the City, its officers, boards, commissions, agents or employees, for the foregoing; and such indemnity exist and continue without reference to or shall not be limited solely by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise, but only to the extent provided in this Section.

D) In order for the City to assert its rights to be indemnified, defend and held harmless, the City must:

1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;

2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and

3) Fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

Section 12 Compliance with Applicable Laws

All work undertaken in connection with the construction, reconstruction, maintenance, operation or repair of the Grantee's System shall be subject to and governed by all present laws, rules and regulations of the City, the State and the United States of America, including any federal agency having jurisdiction.

Section 13 Liability Insurance

A) Grantee shall maintain, throughout the term of this Franchise, liability insurance insuring the City (as additional insured) and the Grantee with regard to all damages mentioned in Section 11 above in the following minimum amounts:

1) One Million Dollars ($1,000,000) for bodily injury or death to any one person;

2) Three Million Dollars ($3,000,000) for bodily injury or death resulting from

any one occurrence; and

3) One Million Dollars ($1,000,000) for all other types of liability.

B) Grantee shall furnish to the City satisfactory evidence that an insurance policy has been obtained and is in full force and effect.

C) Should any of the above-described policies be canceled before the expiration date thereof, notice will be given to the City. This provision in no way modifies or limits Grantee's obligation to maintain the insurance required by subsection A.

Section 14
Transfer or Assignment of Franchise

The rights granted herein shall not be transferred or assigned by the Grantee without written consent of the City. Such consent shall not be unreasonably withheld. No transfer or assignment shall become effective until the transferee or the assignee has filed with the City its written acceptance of the terms and conditions of this Franchise. Notwithstanding anything to the contrary, Grantee shall have the right, without the prior consent of the City, to transfer or assign this franchise to any person controlling, controlled by or under the same common control as the Grantee.

Section 15 Franchise Renewal

This Franchise shall be renewed in accordance with applicable state and federal Law and as otherwise set forth herein.

Section 16 City's Right to Revoke

In addition to all other rights which City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise and all rights and privileges pertaining thereto, subject to the revocation procedures set forth in Section 17, in the event that:

A) Grantee violates any material provision of this Franchise; or
B) Grantee practices any fraud upon the City; or
C) Grantee ceases providing Telecommunications Services within the Franchise Area for a continuous period of one hundred eighty (180) days due to a final and non-appealable judicial determination of insolvency, and fails to resume service within such period; provided, however, that the filing of any petition under federal or state bankruptcy laws, the appointment of a receiver, or the restructuring of debt shall not constitute grounds for revocation, and the City shall not revoke this Franchise so long as Telecommunications Services continue to be provided within the City.

Section 17 Revocation Procedures

A) The City shall notify the Grantee of its intention to revoke, terminate or cancel this Franchise. The written notice shall describe in reasonable detail the specific violation so as to afford Grantee an opportunity to remedy the violation.

B) Grantee shall have ninety (90) days subsequent to receipt of the notice in which to correct the violation before the City may formally revoke, terminate or cancel this Franchise. Grantee may, within thirty (30) days of receipt of the notice, notify the City that there is a dispute as to whether a violation has, in fact, occurred. Such notice by Grantee to the City shall stay the ninety (90) day period described above.

C) The City shall hear Grantee's dispute and shall determine whether a default or violation

Upon the revocation of this Franchise as herein provided, Grantee shall remove all of its attachments and wires from poles and Streets used as authorized herein within 180 days or such longer time as agreed to by the parties. The City shall continue to allow Grantee full access to the Streets during this time period for the purposes of such removal.

Section 19 Force Majeure

If by reason of a Force Majeure any party is unable in whole or in part to carry out its obligations hereunder, that party shall not be deemed to be in violation or default during the continuance of such inability.

Section 20 Maps

Grantee shall, upon reasonable written request and for legitimate municipal planning purposes, provide the City with general location information reasonably sufficient to identify the presence of Grantee's Facilities within the Public Rights-of-Way. Detailed engineering drawings, strand maps, fiber counts, splice diagrams, or other proprietary network information shall not be required. Any information provided pursuant to this Section shall be treated as confidential and exempt from public disclosure to the fullest extent permitted by applicable law, and the City shall provide prompt written notice to Grantee of any request for such information and cooperate with Grantee in seeking to prevent disclosure. Grantee shall not be required to provide annual updates absent a material change within the Public Rights-of-Way; Provided that the City complies with all applicable utility location and damage prevention laws and utilizes the applicable utility locate system prior to commencing excavation or other work within the Public Rights-of-Way, Grantee hereby releases and holds harmless the City from any disruption of Grantee's provision of Telecommunications Services or damage or destruction of the Grantee's Facilities resulting from the City's reliance on the location information provided by Grantee or any applicable utility locate system pursuant to this Section.

Section 21 Confidentiality

The City shall maintain confidentiality of information provided by the Grantee when Grantee has designated such information as confidential or proprietary. The City shall provide Grantee with notice of any request by a third party for such information and shall not provide any confidential information in response to such request for at ten (10) after written notice has been provided to Grantee.

Section 22
Unauthorized Connections or Modifications

A) It shall be unlawful for any Person, without the expressed consent of the Grantee to make any connection, extension, or division whether physically, acoustically, inductively, electronically or otherwise with or to any segment of the System for any purpose whatsoever.

B) It shall be unlawful for any Person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the System for any purpose whatsoever.

C) It shall be unlawful for any Person to construct, operate or maintain a System without having first applied for and received a franchise from the City.

D) Any Person convicted of a violation of this Section shall be subject to the penalty provisions of the City which penalty provisions are incorporated herein by reference.

Section 23 Franchise Fee Payments

Subject to applicable law, the Grantee shall pay to the City five percent (5%) of the annual

hereunder was underpaid by more than five percent (5%), the costs and expenses of such audit or re-calculation shall be borne by the Grantee. The City represents and agrees that the financial terms of this Franchise, including without limitation the franchise fee set forth in this Section, are no less favorable to Grantee than those offered by the City to other telecommunications companies seeking the same or similar rights from the City.

Section 24 Severability

If any term, condition or Section of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or Section to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, conditions and Sections hereof shall, in all other respects, continue to be effective and to be complied with.

Section 25 Miscellaneous

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement. This Agreement shall not be construed against either party as drafter or provider. This Franchise Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

Section 26
Passage and Effective Date

This Ordinance and Franchise Agreement shall take effect on and after its adoption by the City Council and acceptance by Grantee, and publication or other notice to the extent required by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPROVED AND ACCEPTED:

BRIGHTSPEED OF ALABAMA, INC, F/K/A
CENTURYTEL OF ALABAMA, LLC

[SEAL]

Sign: _____

Print: _____

As Its: _____

Date: _____

ATTEST:

_____

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest:
Heather Richards CMC
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 9th day of June 2026.

The above and foregoing ordinance was published on the 15th day of June 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 15th day of June 2026

Dan Weinrib MMC, City Clerk

Ordinance No. 2026-014 -PZ

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF TRUSSVILLE, ALABAMA

BE IT ORDAINED by the City Council of the City of Trussville, Alabama, as follows:

1. Amendment and extension of the zoning map: The official zoning map of the City of Trussville, Alabama, established by and under the authority of the City of Trussville Zoning Ordinance No. 2023-004-PZ, as amended, is hereby amended and extended to include the property described on Exhibit "A" attached hereto, and Exhibit "B" a map of the property hereby zoned, according to the zoning classifications of the City of Trussville designated on individual parcels shown thereupon.

2. Upon application made by owners Gregory & Janie Williams, the following property, formerly zoned **R-2 (Single Family Residential)**, will hereby be rezoned **A-1 (Agricultural)**

Parcel #	**Site Address**
12 00 01 34 000 007.000 RR	6588 Memory Lane 35173

3. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect not withstanding such holding.

5. This ordinance shall become effective immediately upon its adoption, approval and publication as provided by law.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

_____
Jaime Melton Anderson, President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC
on behalf of Dan Weinrib, City Clerk

A

PARCEL #:	**12 00 01 3 000 007.000**		
OWNER:	MILAM BRYANT		
ADDRESS:	110 WOODLAND CIRCLE TRUSSVILLE AL 35173		
LOCATION:	6588 MEMORY LN AL 35173		
	Baths: **0.0**	H/C Sqft: **0**	
01-010.0	Bed Rooms: **0**	Land Sch: **A124**	
Land: **17,000**	Imp: **0**	Total: **17,000**	
Acres: **0.000**	Sales Info: **03/31/2025**	**$7,000**	

LAND COMPUTATION

		Code	Acerage	Square Foot	Market Value	CU. Value
A124	2	910 UNDEV. & UNUSED LAND	0.6	26136	$17,040.00	

ROLLBACK/HOMESITE/MISCELLANEOUS

LEGAL DESCRIPTION

SUB DIVISON1: MAP BOOK: 0 PAGE: 0
SUB DIVISON2: MAP BOOK: 0 PAGE: 0

PRIMARY BLOCK: SECONDARY BLOCK:
PRIMARY LOT: SECONDARY LOT:

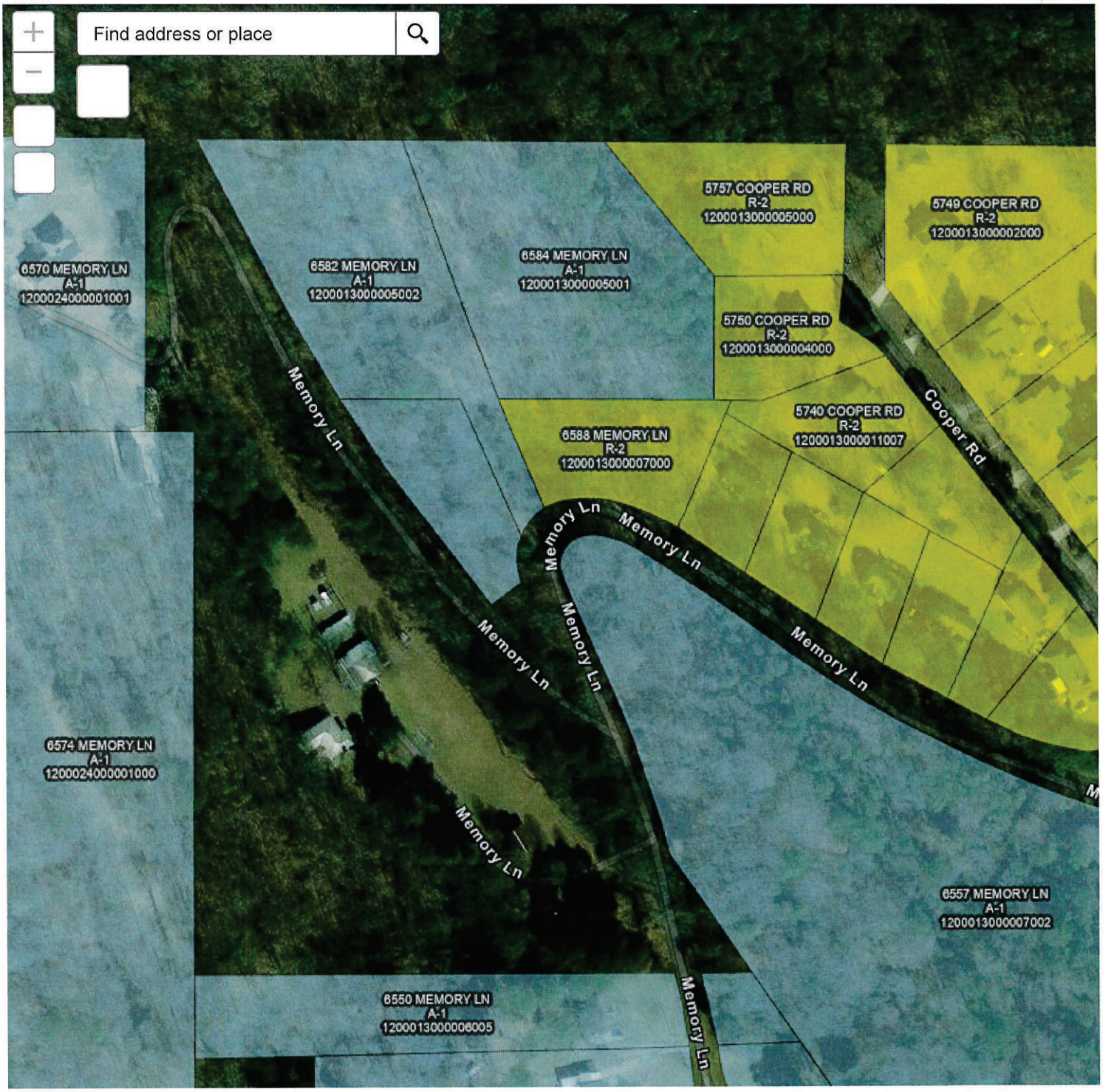
METES AND BOUNDS: COM NW COR OF NW 1/4 OF SW 1/4 SEC 1 TP 16S R1W TH E 251.1 FT TH SELY 340.7 FT TO POB TH CONT SELY 141 FT TH SELY 165 FT TH NE 172 FT TH W 285(S) FT TO POB

SALES INFORMATION

3/31/2025	$7,000.00	2 **BOOK:**2025 **PAGE:**034353	Land	WILLIAMS GREGORY & JANIE
8/15/2019	$10,000.00	1 **BOOK:**2019 **PAGE:**085545	Land	MILAM BRYANT
10/30/2017	$7,500.00	1 **BOOK:**2017 **PAGE:**112543	Land & Building	COPE RACHEL
4/14/2014	$15,600.00	2 **BOOK:**201412 **PAGE:**23221	Land & Building	SWEATT DAVID & STRIFERT KIM
4/10/2014	$10.00	2 **BOOK:**201412 **PAGE:**23219	Land	SWEATT DAVID & STRIFERT KIM

Trussville Zoning Map

B



200ft

-86 598 33.671 Degrees

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 9th day of June 2026.

The above and foregoing ordinance was published on the 15th day of June 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 15th day of June 2026

_____

Dan Weinrib MMC, City Clerk

Resolution No. 2026-_____

A Resolution Approving a Land Development Agreement with DDB Capital

WHEREAS, the City of Trussville & DDB Capital have mutual interest in developing certain property for public use & enjoyment

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that a proposed land development agreement (**Exhibit 1**) with DDB Capital is hereby approved, and that Mayor Short is authorized to enter into this agreement on behalf of the City.

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

_____
Jaime Melton Anderson, President

_____
Ben Short, Mayor
City of Trussville

Attest:_____
Heather Richards CMC
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and forgoing is a true and correct copy of the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 9th day of June, 2026, while in regular session on Tuesday, June 9, 2026, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 15th day of June 2026

_____
Dan Weinrib MMC, City Clerk

STATEMENT OF INTENT

This Statement of Intent ("SOI") is presented by DDB Capital or its assigns (hereinafter "DDB" or "Developer") to the City of Trussville, Alabama ("City") to outline certain parameters, objectives, and requests for the development of a subdivision (hereinafter the "Development") located at 4474 Camp Coleman Road, Trussville, AL 35173 on approximately 128 acres (hereinafter "Subject Property") more specifically described in Exhibit A.

WHEREAS, DDB intends to request zoning of Q-RG pursuant to the City's zoning ordinances, and request approval of a proposed subdivision on the Subject Property subject to the provisions of this SOI;

NOW, THEREFORE, DDB does hereby propose the following:

1. Purpose: The purpose of this SOI is to provide evidence of the Developer's intent concerning the zoning and development of the Subject Property.

2. Representations by DDB: DDB represents and warrants the following as part of the proposal for the Subject Property in conjunction with its request for zoning and subdivision approval submitted to the City:

a. The Development shall consist of no more than 235 detached single-family dwellings.
b. No multifamily units, townhomes, or duplexes shall be permitted.
c. The Development will not be used as a ~~rental~~ "build-to-rent" subdivision. See, https://multifamily.fanniemae.com/news-insights/build-rent-overview
d. Each single-family lot shall have a minimum width of 75 feet and a minimum depth of 100 feet, resulting in a minimum lot area of 7,500 square feet.
- A minimum of 50% of each single-family detached ("SFD") homes' exterior elevations shall be brick or non-synthetic stone. The remaining SFD homes' exterior elevations shall use Hardie Plank or comparable high-quality fiber cement cladding. This requirement shall not apply to such exterior areas as dormers, gables, garage doors, or screen porches. Vinyl siding is expressly prohibited on all homes. All exterior walls, including any exposed foundation walls, shall be clad with approved masonry or architectural materials. Masonry or non-synthetic stone cladding shall extend from finished grade to fully conceal concrete foundations. Smooth-faced standard concrete block is prohibited.
e. All SFD will have at least 2 car garages.
f. Driveways will accommodate 2 vehicles minimum. Driveways serving all detached single-family dwellings shall be a minimum of 18' wide. No on-street parking is permitted for longer than 24 hours.
g. Outbuildings, detached structures, and sheds are prohibited.
h. Sidewalks shall be provided on both sides of all public streets.
i. The Development shall consist of an amenity center, swimming pool, pickleball courts, playground, dog park, and walking trails which shall be the responsibility of the Homeowners' Association (HOA) to maintain except as provided elsewhere in this SOI and agreed to by the City. The common areas shall consist of no less than 50% green space and natural bodies of water.

j. The three existing bodies of water shall be enhanced by Developer in a commercially reasonable manner, subject to City review and approval. Developer shall donate no less than 25 acres of land to the City at a mutually agreeable location as generally depicted on Exhibit A, for the purpose of constructing a public school

k. The Development shall include public road connections to both Schreiber Drive and Prator Road.

l. The Development shall provide lighting for the pedestrian trails within the project boundaries that connect to the City's existing trail system. Such internal trails will extend through the Development, beginning near the proposed school site and continuing to Schreiber Drive, as depicted on the approved preliminary subdivision plat.. Lighting, construction, and maintenance obligations by the Developer or HOA shall be limited to the portions of the trail located within the Development until such time the greenway trail section is turned over to the City as public park space. Developer should not be responsible for constructing, lighting, maintaining, or improving any trail segments located outside the Development, and any portion of the trail or greenway accepted by the City as public park shall thereafter be maintained by the City.

m. The restrictive covenants shall contain provisions limiting the numbers of homes for rent/lease to 10% of the homes within the Development. All leases must be 12 months or longer.

n. The restrictive covenants of the subdivision shall prohibit short term rentals as defined by Section 18, Article IV and Appendix A, Article VIII, Section 14 of the City's Code of Ordinances.

o. The subdivision may be developed in phases. All stormwater control measures such as detention ponds that are designed to serve a separate phase shall be in place prior to final plat approval of such phase.

p. All water and natural gas utilities within the development shall be supplied by Trussville Gas and Water.

q. The Developer shall purchase performance and maintenance bonds at an amount acceptable to the City for all improvements to be constructed by the Developer intended to be dedicated to the City in the Development.

3. Developer's Requests: The Developer requests the following items in connection with the Developer's application for zoning, and subdivision approval submitted to the City:

a. Any donation, trail dedication, greenway conveyance, public park space, school site, water feature enhancement, or other public improvement described herein shall be implemented only as expressly set forth in the final approved development plans.

b. Upon completion of the City's due diligence process, and at the Developer's direction, the Developer/landowner shall convey fee simple, marketable title to approximately twenty-five (25) acres of the Subject Property designated for the proposed local school site, generally as depicted on Exhibit A, to the City or applicable public entity for the purpose of constructing a local school, subject to acceptance of the conveyance by the applicable public entity.

c. Upon the City's final review, acceptance, and conveyance from the Developer of the walking trail system, the City shall own, operate, and maintain the walking trail connecting to the City's trail system, with the location described on Exhibit A.

d. Subject to mutual review and acceptance of the natural ponds on the Subject Property and

the areas surrounding them, the Developer shall donate these areas to the City to be held as public parks. The proposed locations of the parks are described on Exhibit A.

e. The City shall be responsible, at its sole cost and discretion, for completing any trail connections, extensions, or improvements located outside the development boundaries necessary to integrate the project's internal trail system with the broader City trail network.

4. Acknowledgement of Codes and Ordinances and Enforcement by the City: The Developer hereby acknowledges and agrees that violations of local, state, or federal laws and ordinances and/or deviation from this SOI shall result in the denial of permits, revocation of permits and/or stop work orders. In the event of any conflict between the City's Code of Ordinances, Zoning Ordinances, and Subdivision regulations conflict with this SOI, the City's Ordinances shall control. The Developer shall not assert, and hereby waives, any claim against the City, on any theory of liability, for direct, actual, special, indirect, consequential or punitive damages arising out of, in connection with, or as a result of, the City's actions taken in connection with this Development.

SIGNATURE ON SUBSEQUENT PAGE

Dated this the _____ day of _____, 2026.

_____
DDB Capital
By: Derek Distenfield
Its: Managing Partner

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

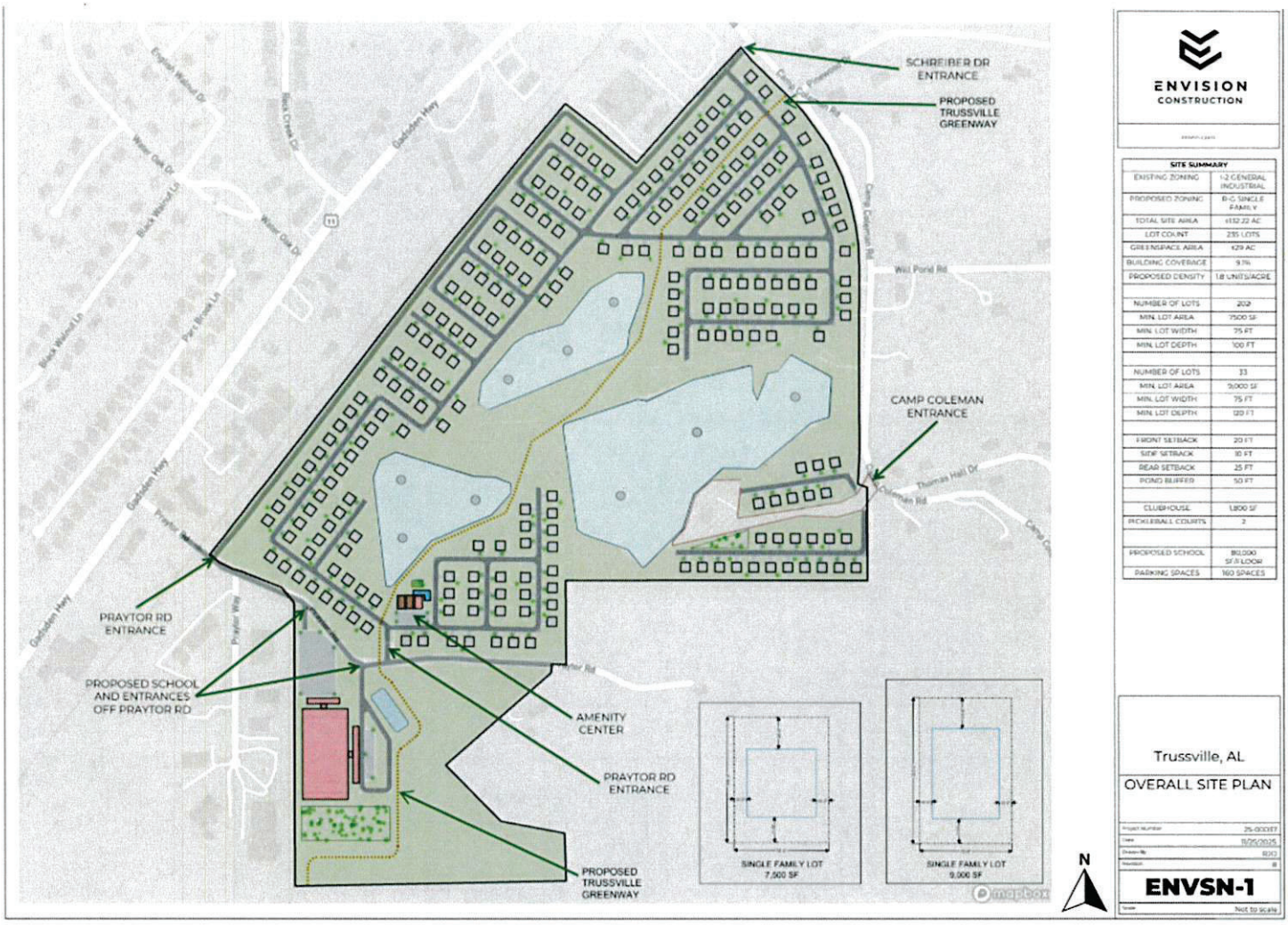
I, the undersigned authority, in and for said County and State aforesaid, hereby certify that Derek Distenfield, Managing Partner of DDB Capital, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal, this the _____ day of _____ 2026.

[SEAL]

_____
NOTARY PUBLIC

EXHIBIT A


SCHREIBER DR ENTRANCE
PROPOSED TRUSSVILLE GREENWAY
CAMP COLEMAN ENTRANCE
PRAYTOR RD ENTRANCE
PROPOSED SCHOOL AND ENTRANCES OFF PRAYTOR RD
AMENITY CENTER
PRAYTOR RD ENTRANCE
PROPOSED TRUSSVILLE GREENWAY
SINGLE FAMILY LOT 7,500 SF
SINGLE FAMILY LOT 9,000 SF
N
ENVISION CONSTRUCTION
SITE SUMMARY
EXISTING ZONING | I-2 GENERAL INDUSTRIAL
PROPOSED ZONING | R-C SINGLE FAMILY
TOTAL SITE AREA | ±132.22 AC
LOT COUNT | 235 LOTS
GREENSPACE AREA | ±29 AC
BUILDING COVERAGE | 9.7%
PROPOSED DENSITY | 1.8 UNITS/ACRE
NUMBER OF LOTS | 202
MIN. LOT AREA | 7500 SF
MIN. LOT WIDTH | 75 FT
MIN. LOT DEPTH | 100 FT
NUMBER OF LOTS | 33
MIN. LOT AREA | 9,000 SF
MIN. LOT WIDTH | 75 FT
MIN. LOT DEPTH | 120 FT
FRONT SETBACK | 20 FT
SIDE SETBACK | 10 FT
REAR SETBACK | 25 FT
POND BUFFER | 50 FT
CLUBHOUSE | 1,800 SF
PICKLEBALL COURTS | 2
PROPOSED SCHOOL | 80,000 SF/FLOOR
PARKING SPACES | 160 SPACES
Trussville, AL
OVERALL SITE PLAN
11/25/2025
ENVSN-1
Not to scale

Ordinance No. 2026- -PZ

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF TRUSSVILLE, ALABAMA

BE IT ORDAINED by the City Council of the City of Trussville, Alabama, as follows:

1. Amendment and extension of the zoning map: The official zoning map of the City of Trussville, Alabama, established by and under the authority of the City of Trussville Zoning **Ordinance No. 2023-004-PZ**, as amended, is hereby amended and extended to include the property described on **Exhibit "A"** attached hereto, and **Exhibit "B"** a map of the property hereby zoned, according to the zoning classifications of the City of Trussville designated on individual parcels shown thereupon.

2. Upon application made by the LDL Development LLC, the following properties, formerly zoned **I-2 (General Industrial)** or **A-1 (Agricultural)**, will hereby be rezoned **Q-R-G (Garden Residential)**, with stipulated qualifications enumerated in **Exhibit "C"**:

Parcel	#11 00 18 3 000 026.000 RR	**Site Address**	4550 Camp Coleman Road	**Zoning** I-2
	11 00 19 2 000 001.002 RR		7050 Praytor Road	A-1
	11 00 19 2 000 001.003 RR		7090 Praytor Road	I-2
	11 00 19 2 000 001.005 RR		*No addressed assigned*	I-2
	11 00 19 2 000 007.000 RR		7025 Praytor Road	I-2
	12 00 24 1 000 016.000 RR		6970 Praytor Road	I-2

3. All ordinances or parts of ordinances heretofore adopted by the City Council of the City of Trussville, Alabama which are inconsistent with the provisions of this ordinance are hereby expressly repealed.

4. If any part, section, or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect not withstanding such holding.

5. This ordinance shall become effective immediately upon its adoption, approval and publication as provided by law.

A

Exhibit A

Legal Description and Ownership Summary

Parcel No. 11-00-18-3-000-026.000
Owners: Riggins Development LLC
Address: 4550 Camp Coleman Rd., Trussville, AL 35173
Acreage: 27 acres

Parcel No. 11-00-19-2-000-001.003
Owners: Riggins Development LLC
Address: 7090 Praytor Rd., Trussville, AL 35173-1874
Acreage: 66.46 acres

Parcel No. 12-00-24-1-000-016.000
Owner: Riggins Development LLC
Address: 6970 Praytor Rd., Trussville, AL 35173
Acreage: 0.6 acres

Parcel No. 11-00-19-2-000-007.000
Owner: Riggins Development LLC
Address: 7025 Praytor Rd., Trussville, AL 35173
Acreage: 20 acres

Parcel No. 11-00-19-2-000-001.002
Owner: B D & P LLC
Address: 7050 Praytor Rd., Trussville, AL 35173-1874
Acreage: 1 acre

Parcel No.11-00-19-2-000-001.005
Owner: S P D & B LLC
Address: No address available
Acreage: 13.38 acres

Trussville Zoning Map

13

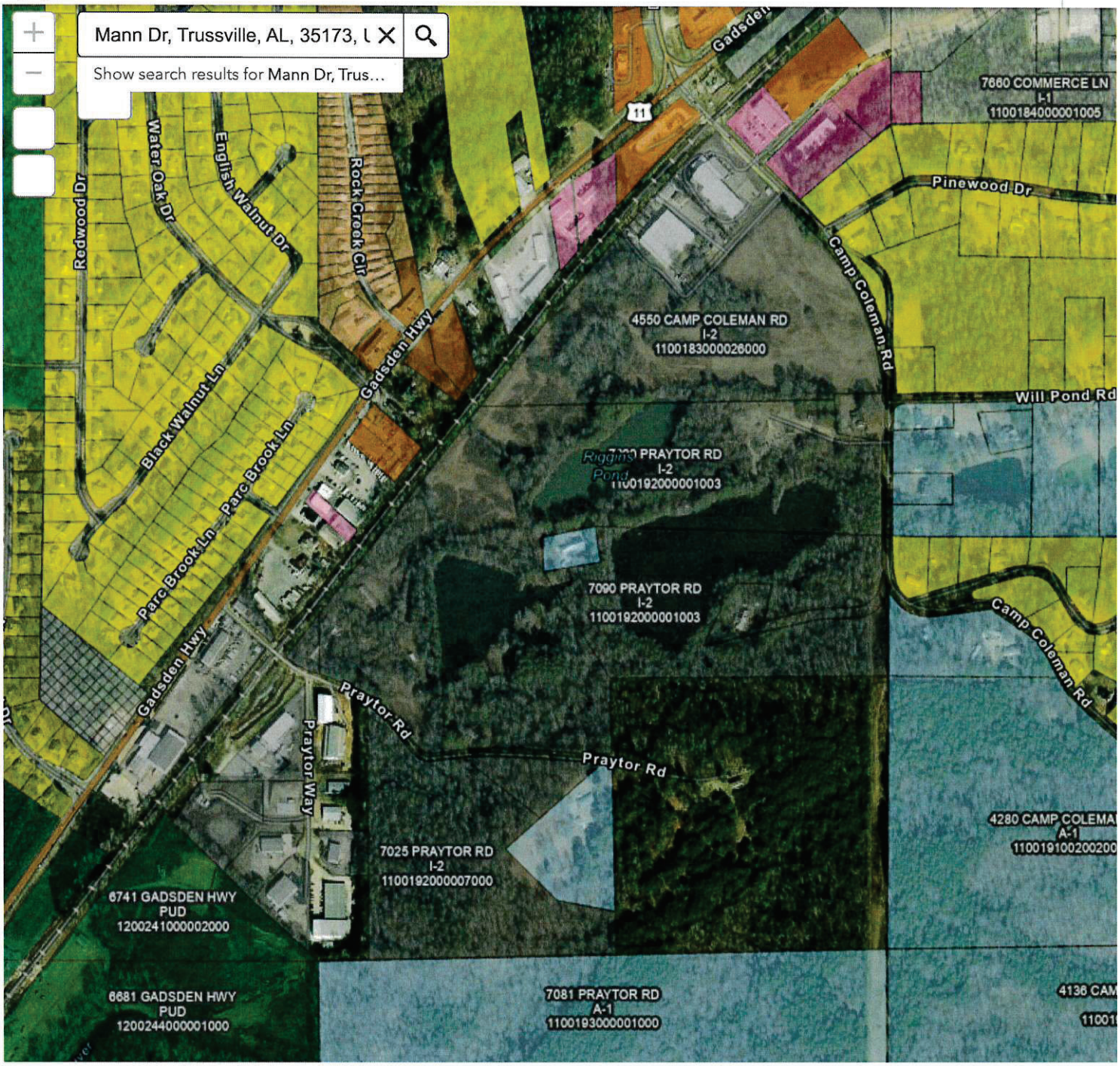


Exhibit B

Legal Description

B D and P, LLC (As to Property 1) Riggins Development, LLC., an Alabama Limited Liability Company (As to Property 2, 4, 5 and 6) S P D and B, LLC, an Alabama Limited Liability Company (As to Property 3)

Property 1:

Situated in the County of Jefferson and State of Alabama: Commence at the Northeast Corner of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 16 South, Range 1 East and run Southerly along the East line thereof 581.02 feet; thence turn right 79 degrees 35 minutes 55 seconds and run Southwesterly 53.25 feet to the point of beginning; thence continue along the last described course Southwesterly 260.23 feet; thence turn left 80 degrees 08 minutes 25 seconds and run Southerly 166.13 feet; thence turn left 98 degrees 36 minutes 45 seconds and run Northeasterly 279.83 feet; thence turn left 88 degrees 14 minutes 50 seconds and run Northwesterly 170.00 feet to the point of beginning.

Also:

A 20 foot wide access easement being 10 feet on either side of a centerline, more particularly described as follows: Commence at the Northeast Corner of the Northwest 1/4 of Northwest ¼ of Section 19, Township 16 South, Range 1 East and run Southerly along the East line thereof 581.02 feet; thence turn right 79 degrees 35 minutes 55 seconds and run Southwesterly 53.25 feet to the Northeasterly corner of the above described parcel of land and the point of beginning for said centerline description; thence from last described course turn right 164 degrees 54 minutes 55 seconds and run Northeasterly 187.56 feet; thence turn right 14 degrees 55 minutes 50 seconds and run Northeasterly 87.88 feet; thence turn right 3 degrees 09 minutes 45 seconds and continue Northeasterly 48.98 feet; thence turn right 12 degrees 16 minutes 50 seconds and run Southeasterly 53.73 feet; thence turn right 9 degrees 15 minutes 25 seconds and continue Southeasterly 39.83 feet; thence turn left 16 degrees 22 minutes and run Easterly 72.88 feet; thence turn left 34 degrees 13 minutes 20 seconds and run Northeasterly 120.17 feet; thence turn right 3 degrees 42 minutes and continue Northeasterly 71.39 feet; thence turn right 10 degrees 01 minutes 15 seconds and continue Northeasterly 93.41 feet; thence turn right 12 degrees 30 minutes 05 seconds and continue Northeasterly 202.13 feet; thence turn left 3 degrees 08 minutes and continue Northeasterly 118.67 feet; thence turn left 24 degrees 18 minutes 45 seconds and run Southeasterly 49.03 feet; thence turn right 4 degrees 09 minutes 20 seconds and continue Southeasterly 160.48 feet; thence turn left 6 degrees 42 minutes 50 seconds and continue Southeasterly 63.39 feet; thence turn left 30 degrees 04 minutes 10 seconds and run Easterly 65.77 feet; thence turn left 15 degrees 19 minutes 50 seconds and run Northeasterly 30.70 feet to a point in the center of paved county road (Camp Coleman Road) and the ending point of said centerline.

APN: 11-00-19-2-000-001.002

Being the same property conveyed to B D and P, LLC by Special Warranty deed from Servisfirst Bank of record in Instrument Number 2020075782, in the Office of the Probate Judge for Jefferson County, Alabama, dated July 17, 2020, and recorded on July 20, 2020.

NOTE: S P D & B LLC is assessing an additional parcel - 11-01-19-2-000-001.004, listed as Parcel 1 at Deed recorded in Instrument No. 2018108817.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Jefferson, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

Property 2, 4, 5 and 6:

The following described real estate, situated in Jefferson County, Alabama, to-wit:

All that part of the East one half of the Northeast 1/4 of Section 24, also a part of the Northeast 1/4 of Section 19, a part of the Northwest 1/4 of the Northeast 1/4 of Section 19, a part of the South one-half of the Southwest 1/4 of Section 18, and also a part of the Southwest 1/4 of the Southeast 1/4 of Section 18, all being in Township 16, Range 1 East of the Huntsville Meridian, Jefferson County, Alabama, more particularly described as follows: Beginning at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 24, Township 16, Range 1 East, thence North 46 degrees 30 minutes West 1025.31 feet to the Southeast right of way line of the Southern Railroad, thence 84 degrees 21 minutes 45 seconds right along said right of way 2937.02 feet to the point of a curve, thence around a curve to the right 01 degrees 43 minutes 45 seconds along a chord 679.18 feet, thence leaving said railroad right of way 96 degrees 05 minutes 30 seconds right 477.20 feet to the Southeast right of way line of Schreiber Drive, thence 95 degrees 18 minutes 05 seconds left 317.20 feet, thence 03 degrees 23 minutes 13 seconds right 308.99 feet to the intersection of Camp Coleman Road, thence 91 degrees 55 minutes 52 seconds right along said right of way of Camp Coleman Road 250.23 feet to the point of curve, thence 21 degrees 48 minutes 21 seconds right around a curve along a chord 800.46 feet, thence leaving said road 109 degrees 36 minutes 15 seconds right 249.59 feet, thence 91 degrees 16 minutes 19 seconds left 194.53 feet, thence 80 degrees 35 minutes 23 seconds left 232.50 feet back to the West right of way line of Camp Coleman Road, thence 91 degrees 06 minutes right along said right of way 479.08 feet to the point of curve, thence 05 degrees 59 minutes left around a curve along a chord 259.02 feet to the East line of the Northeast 1/4 of the Northwest 1/4 of Section 19, thence 05 degrees 59 minutes right along said line 430.55 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 19, thence 88 degrees 42 minutes 34 seconds right along the South line of said 1/4 1/4 1383.57 feet to the Southwest corner of said 1/4 1/4, thence 88 degrees 43 minutes 13 seconds left along the east line of the Southwest 14 of the Northwest 14 of Section 19, a distance of 347.08 feet to the North margin of a road, thence 47 degrees 50 minutes 23 seconds right 67.98 feet to the South margin of said road, thence 01 degrees 52 minutes 53 seconds left along a conditional line 633.27 feet, thence 81 degrees 51 minutes 30 seconds left 353.66 feet, thence 55 degrees 18 minutes 40 seconds left 298.30 feet to the East line of the Southwest 1/4 of Northwest 1/4 of Section 19, thence 91 degrees 12 minutes 40 seconds right along said line 208.00 feet to the Southeast corner of said 1/4 1/4, thence 88 degrees 46 minutes right 1379.75 feet to the point of beginning.

Also, the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 19, and the Southwest 1/4 of the Southwest 1/4 of the Southeast 14 of Section 18, and 1.2 acres described as follows:

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 18, thence West along the North line of said Southwest 1 of the Southwest 14 of the Southeast 1/4 300.00 feet to the point of beginning, thence 88 degrees 32 minutes right 175.00 feet, thence 109 degrees 41 minutes left 554.10 feet to the center line of an old County road, thence 95 degrees 11 minutes 36 seconds left along a chord of a curve to the right 338.93 feet, having a center line distance of 350.00 feet, to the point of tangent, thence 157 degrees 06 minutes 46 seconds left 316.60 feet to the North line of the Southwest 1/4 of the Southwest ¼ of the Southeast 1/4 of Section 18, thence East along said line 388.80 feet to the point of beginning.

Less and except:

1.74 acres, Deed Book 1947, Page 448.
2.22 acres, Deed Book 1368, Page 641.
1.00 acre, Deed Book 779, Page 823.
1.00 acre, Deed Book 779, Page 821.
After exceptions of this property and road right of ways, total acres is 173.00 acres.

Also less and except:

A part of the Northeast 1/4 of Section 24, Township 16 South, Range 1 West and a part of the Northwest 1/4 of Section 19, Township 16 South, Range 1 East, Jefferson County, Alabama, and being more particularly described as follows:

Begin at the Southwest corner of the Northwest ¼ of Section 19, Township 16 South, Range 1 East, thence run East along the South line of said Northwest 1/4 a distance of 230.0 feet; thence turn left and run North and parallel to the West line of said Northwest 1/4 a distance of 1255 feet, more or less, to the Southerly right of way line of a county road; thence turn left and run Northwesterly along said Southerly right of way line a distance of 465 feet, more or less, to the Southeasterly right of way line of the Southern Railroad right of way; thence turn left and run Southwesterly along said railroad right of way a distance of 900 feet, more or less, to the intersection with the Southwesterly property line of the Wallace Riggins property; thence turn left and run Southeasterly along said Southwesterly property a distance of 1050 feet, more or less, to the point of beginning. Containing 20 acres, more or less.

APN: 11-00-19-2-000-001.003 11-00-19-2-000-007.000 12-00-24-1-000-016.000
11-00-18-3-000-026.000

Being the same property conveyed to Riggins Development, LLC., an Alabama Limited Liability Company by Warranty deed from Wallace B. Riggins, Jr., a married man, Thomas Wayne Riggins, a married man, Donald Kerry Riggins, a married man and Phillip Lesley Riggins, a

married man of record in Book 9705, Page 2310, in the Office of the Probate Judge for Jefferson County, Alabama, dated March 14, 1997 and recorded on April 25, 1997.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Jefferson, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

Property 3:

The following described real estate, situated in Jefferson County, Alabama, to-wit:

Commence at the SE corner of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 16 South, Range 1 East, Jefferson County, Alabama; thence run North along the East line thereof for 683.78 feet; thence run North 89 degrees 18 minutes 00 seconds East for 17.95 feet to a crimp pipe found and the Easterly right of way line of Camp Coleman Road; thence along said right of way line run North 00 degrees 06 minutes 57 seconds East for 509.36 feet to a rebar found; thence leaving said right of way line run North 84 degrees 33 minutes 13 seconds West for 483.84 feet to 1/2 inch rebar set (Pls No.11281); thence run South 82 degrees 57 minutes 19 seconds West for 220.92 feet to a 1/2 inch rebar set (Pls No. 11281); thence run South 6 degrees 51 minutes 47 seconds East for 172.52 feet to a 1/2 inch rebar set (Pls No.11281) and the point of beginning; thence continue along the last described course for 142.25 feet to a ½ inch rebar set (Pls No.11281) and the edge of a lake; thence run along the edge of said lake the following courses: South 77 degrees 59 minutes 46 seconds West for 172.16 feet; thence run South 65 degrees 58 minutes 58 seconds West for 191.90 feet; thence run North 87 degrees 43 minutes 03 seconds West for 90.98 feet; thence run South 67 degrees 36 minutes 35 seconds West for 114.42 feet; thence run South 65 degrees 29 minutes 38 seconds West for 218.53 feet to a point on dam; thence along said dam run South 12 degrees 29 minutes 15 seconds East for 359.67 feet; thence leaving said dam run South 22 degrees 15 minutes 53 seconds East for 125.11 feet; thence run South 64 degrees 25 minutes 10 seconds East for 294.50 feet; thence run North 36 degrees 33 minutes 23 seconds East for 147.23 feet; thence run North 63 degrees 39 minutes 12 seconds East for 40.52 feet; thence run North 10 degrees 10 minutes 15 seconds East for 185.03 feet; thence run North 52 degrees 12 minutes 43 seconds East for 110.88 feet to a point of a curve to the right, having a central angle of 35 degrees 57 minutes 52 seconds, a radius of 127.97 feet, and an arc length of 80.33 feet; thence run North 75 degrees 24 minutes 02 seconds East along said chord a distance of 79.01 feet; thence run South 81 degrees 59 minutes 48 seconds East for 152.12 feet; thence run North 52 degrees 53 minutes 59 seconds East for 336.87 feet; thence run North 11 degrees 41 minutes 42 seconds East for 86.86 feet; thence run North 00 degrees 48 minutes 25 seconds East for 50.19 feet; thence run North 11 degrees 09 minutes 20 seconds West for 69.79 feet; thence run North 42 degrees 14 minutes 11 seconds West for 99.07 feet; thence run North 72 degrees 25 minutes 35 seconds West for 112.68 feet to a 1/2 inch rebar set (Pls No.11281) and the last point along said lake; thence run North 7 degrees 14 minutes 42 seconds West for 107.40 feet; thence run South 83 degrees 25 minutes 25 seconds West for 227.41 feet to the point of beginning. Containing 13.38 acres more or less.
Also a 30 feet easement for ingress and egress described as follows:

Commence at the SE corner of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 16 South, Range 1 East, Jefferson County, Alabama; thence run North along the East line thereof

for 683.78 feet; thence run North 89 degrees 18 minutes 00 seconds East for 17.95 feet to a crimp pipe found and the Easterly right of way line of Camp Coleman Road; thence along said right of way line run North 00 degrees 06 minutes 57 seconds East for 509.36 feet to a rebar found; thence leaving said right of way line run North 84 degrees 33 minutes 13 seconds West for 483.84 feet to a 1/2 inch rebar set (Pls No. 11281); thence run South 82 degrees 57 minutes 19 seconds West for 220.92 feet to a 1/2 inch rebar set (Pls No.11281); thence run South 6 degrees 51 minutes 47 seconds East for 239.17 feet to the point of beginning of the centerline of said 30 feet easement; thence run North 86 degrees 15 minutes 59 seconds East for 81.59 feet; thence run North 77 degrees 40 minutes 48 seconds East for 118.06 feet; thence run North 65 degrees 11 minutes 10 seconds East for 110.92 feet to a point of a curve to the left, having a central angle of 40 degrees 17 minutes 41 seconds, a radius of 204.01 feet, and an arc length of 143.48 feet; thence run North 43 degrees 45 minutes 54 seconds East along said chord a distance of 140.54 feet; thence run South 77 degrees 50 minutes 18 seconds East for 60.19 feet; thence run North 87 degrees 07 minutes 01 seconds East for 168.96 feet the Westerly right of way line of Camp Coleman Road and the end of said easement.

APN: 11-00-19-2-000-001.005

Any Property address or map/parcel number listed in Schedule A is provided for reference and informational purposes only. Neither the address(es) nor the parcel number(s) are insured as part of Schedule A.

Being the same property conveyed to S P D and B, LLC, an Alabama Limited Liability Company by Warranty deed from Riggins Development, LLC, an Alabama Limited Liability Company of record in Instrument Number 2018108817, in the Office of the Probate Judge for Jefferson County, Alabama, dated October 16, 2018, and recorded on October 19, 2018.

Exhibit C

ZONING QUALIFIERS

The Statement of Intent per Resolution No. 2026-____, approved on June 9, 2026

ADOPTED AND APPROVED THIS THE 9TH OF JUNE 2026

Jaime Melton Anderson, President

Ben Short, Mayor
City of Trussville

Attest:
Heather Richards CMC
on behalf of Dan Weinrib, City Clerk

CERTIFICATION OF CITY CLERK

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Dan Weinrib, City Clerk of the City of Trussville, Alabama, do hereby certify that the above and foregoing is a true and correct copy of an Ordinance duly adopted by the City Council of the City of Trussville, Alabama, on the 9th day of June 2026.

The above and foregoing ordinance was published on the 15th day of June 2026 by posting copies thereof in three public places within the City of Trussville, one of which was at Trussville City Hall.

Witness my hand and seal of office this 15th day of June 2026

Dan Weinrib MMC, City Clerk