

CITY OF TRUSSVILLE
CITY COUNCIL AGENDA WORKSHOP PRIOR TO REGULAR SESSION
SEPTEMBER 22, 2026

- I. Call to Order
- II. Prayer – _____
- III. Pledge – _____
- IV. Roll Call
- V. Minutes – September 8 agenda workshop & regular session
- VI. Approve Consent Agenda & Regular Agenda

Consent Agenda

- *Declare the Trussville Fall Carnival at Magnolia Mall on Rockridge Avenue a Citywide Event*

- VII. Public Comment (up to 3 minutes each)

- VIII. Regular Agenda

- Proclamation Honoring Dr. Derrick D. Jordan
- Ordinance to Rename City Hall Drive
- Resolution to Authorizing the Initiation of a Civil Action to Enforce Agreement Regarding the Property at 220 Snake Hill Road
- Resolution to Approve the FY2027 Budget
- Resolution to Grant 2.5% COLA Salary Increase to City Employees Paid on Public Safety & Firefighter Salary Schedules, & 2.0% COLA Salary Increase to All Other City Employees Paid on the City Salary Schedule
- Ordinance to Annex the Property Located at 5085 Branchville Road
- **FIRST READING ONLY** - Ordinance to Impose a Temporary Moratorium on Residential Demolitions within the Cahaba Project Neighborhood
- **FIRST READING ONLY** - Ordinance to Declare Certain City Property Located at 525 Main Street as Surplus, then Subsequently Authorize the Mayor to Sign a Purchase and Sale Agreement with TDG Development Company, LLC

- IX. Briefing by Finance Director Joseph Calvert

- X. 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

- XI. Audience (2 minutes each)

XII. Adjourn

XIII. Briefings

- International Code Council Conference & Expo, October 18-21 in Nashville, for Inspections Officer Matt Sargent. \$700 registration fee
- 2027 City Holidays Schedule

CITY OF TRUSSVILLE MINUTES

SEPTEMBER 8, 2026 AGENDA WORKSHOP

The City Council met in an **agenda workshop** on **Tuesday, September 8, 2026**, at 5:53 pm to review the proposed agenda for its next regular session. Normally it would start at 5:30 pm. However, the 4:30 pm meeting, where Committee of the Whole reviewed the proposed FY2027 budget with Mayor Short, Finance Director Joseph Calvert & all department heads, ran just over an hour, forcing the delayed start to workshop. Council President Jaime Melton Anderson presided over the meeting and City Clerk Dan Weinrib served as recording secretary.

Those members present were as follows: Council President Jaime Melton Anderson
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 Brian Jackson

The City Council reviewed the proposed four-item consent agenda, as well as the regular agenda. They did discuss moving three Blackwater Real Estate resolutions to consent; ultimately, they did not.

For discussion, attorney Johnny Amari briefed the council on the ongoing nuisance issue at 220 Snake Hill Road. During the prior administration, the council passed two resolutions - in December 2020, to abate the nuisance; in September 2021, to initiate demolition proceedings. Subsequently, the property owner negotiated a deal with the city to bring his residence up to code. Since then, he has not abided by its terms, and he has virtually disappeared from the community. Amari asked the council for a resolution to seek in circuit court a declaratory judgment against the absent owner for his breach of agreement. Amari would also file a Lis Pendens in Probate so that all prospective property purchasers would know about the City's pending actions. The council seemed agreeable to his idea.

Also, Councilor Horton briefed his colleagues on the idea of imposing a temporary moratorium on residential demolitions within the Cahaba Project. The city's law firm started drafting a proposal for council's consideration. Discussion ensued. Horton stated that he does not want to infringe on individual's property rights. "It's about getting control of the build back," he said. Horton mentioned the idea of an 180-day moratorium; Mayor Short countered with a 90-day moratorium, with the possibility of extensions. It may come back for consideration on September 22.

Mayor is reviewing the councilors' feedback on the proposed Cahaba Project Overlay District & Design Review Committee ordinances before re-referring them to Planning & Zoning for consideration in October.

President Anderson reminded the council and public that in 2027, the council will go through the formal appointment process for the next school board appointment, regardless of whether incumbent Dr. Steve Ward seeks another term.

Councilor Miller announced he arranged for a replacement halyard and new flags for the City Hall Annex flagpole.

With nothing left to review, President Anderson adjourned the workshop at 6:19 pm.

SEPTEMBER 8, 2026 REGULAR SESSION

The City Council met in **regular session** on **Tuesday, September 8, 2026**, at 6:20 pm. Council President Jaime Melton Anderson presided over the meeting and City Clerk Dan Weinrib served as recording secretary.

Those members present were as follows: Council President Jaime Melton Anderson
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
Councilor Brian Jackson

Those absent:

Councilor Horton led the prayer. Councilor Farr led the pledge.

President Anderson introduced the minutes from the previous council meeting. Councilor Miller pointed out a date typo in the minutes, which the clerk noted. Councilor Miller then moved & Councilor Horton seconded the motion to approve the minutes, with the correction noted. **UNANIMOUS**

President Anderson then introduced the four-item consent agenda. Councilor Farr moved & Councilor Horton seconded the motion to approve the consent agenda. **UNANIMOUS**

President Anderson then introduced the regular agenda. Councilor Horton moved & Councilor Farr seconded the motion to approve the regular agenda. **UNANIMOUS**

During public comments, Sarah Reagan (206 Ashton Avenue) spoke at length against the City's decision to close its pool. She also mentioned that the city playground was padlocked during a recent visit there. She then answered Councilor Miller's questions about the free pool assessment offer. She also stated she had not yet formed a 501(c)3 for taking it over since she needs more information.

Tree Commission Chairman Ralph Mitchell Jr. (510 Rockridge Avenue) thanked the council for increasing its allocation to the Commission by 50%. He commended Mayor Short, Finance Director Joseph Calvert & the council for the job they did in crafting the budget.

Under the regular agenda, Councilor Miller introduced a proclamation honoring retired US Army Capt. Gary M. Rose. **He moved & Councilors Farr seconded the motion. UNANIMOUS Proclamation No. 2026-23**

Next Councilor Miller introduced a proclamation commemorating September 11th as a day of remembrance. The following Friday marks 25 years since the deadliest terrorist attacks on American soil. **After a moment of silence, he moved & Councilors Horton seconded the motion. UNANIMOUS Proclamation No. 2026-24**

Next, Mayor Short introduced the proposed FY2027 budget to the public. He quickly summarized how the City has already publicized it. He committed to posting it on the City's home webpage soon after the meeting, so that the public could review it prior to the Council's consideration at its September 22nd meeting. *Clerk's note – the city home page featured a link to FY2027 by 8:15 am the next day.*

Next, President Anderson convened a public hearing on the proposed rezoning of five properties located on Alabama Boulevard & Anniston Avenue, below the Magnolia South neighborhood. Property owner Alison Jennings briefly introduced herself & stated her intentions. Since nobody in the audience spoke up, President Anderson promptly closed the public hearing.

Next, Councilor Horton then introduced a proposed ordinance to rezone the properties located at 604 & 612 Alabama Boulevard, as well as 611, 617 & 619 Anniston Avenue to R-2 (Single Family) from R-6 (Mobile Home Residential), with a stipulation prohibiting replacement manufactured or mobile homes. Councilor Horton moved to suspend the rules and bring an ordinance up for immediate consideration. Councilor Farr seconded the motion. **Upon roll call, UNANIMOUS. He moved & Councilor Farr seconded the motion for approval. Upon roll call, UNANIMOUS Ordinance No. 2026-027-PZ**

Next, President Anderson convened a public hearing on a proposed vacation of recorded sewer easement rights of way. John Abernathy of Blackwater Development introduced himself. He explained that the Town of Trussville had recorded these sewer easements back in the 1950s when it & Utilities had their own sewer system. They haven't had their own in decades & Central Alabama Water – formerly Birmingham Water Works – has its own elsewhere. In fact, Abernathy stated that their own surveyor cannot even locate the former sewer easements from the old legal descriptions. Councilor Horton made comments, indicating his support. Councilor Miller then expressed his desire to table the resolution until the existence of the old easements are confirmed. Mayor Short disagreed with Miller's idea, stating that tabling it would postpone the property closing. When Councilor Horton asked, Abernathy also disagreed with the idea of tabling. Sarah Reagan (206 Ashton Avenue) spoke up, "I feel like this is being rushed," then asked rhetorically, "Would it hurt us financially?" Councilor Horton commented. Abernathy replied to Reagan, reiterating that these are unused easements that are not plottable. Councilor Miller engaged Abernathy further on the subject easements, as well as his own past experiences with other easements issues. At one point, Abernathy reiterated that his surveyor were unable to plot the old easements; consequently, Blackwater does not know exactly where they are. Miller wanted to delay action until the

next council meeting; President Anderson disagreed with Councilor Miller's idea to delay. Since nobody else spoke up, President Anderson closed the public hearing.

Next, Councilor Horton introduced a proposed resolution to vacate recorded sewer easements. **He made the motion to approve the resolution, contingent upon the Trussville Utilities' satisfaction about the old easements from its own survey. Councilor Farr seconded the motion.** During discussion, Mayor Short answered Councilor Miller's follow-up questions about the incoming easements. Councilor Miller announced his intent to oppose. **APPROVED 3-1 (Miller dissenting) Resolution No. 2026-57**

Next, Councilor Horton introduced a proposed resolution to authorize a new easement agreement with BRE Main Street LLC. **He moved & Councilor Farr seconded the motion for approval. APPROVED 3-1 (Miller dissenting) Resolution No. 2026-58**

Next, Councilor Farr introduced a proposed resolution to authorize an agreement regarding project work with BRE Main Street LLC. **She moved & Councilor Horton seconded the motion for approval.** During discussion, Councilor Miller asked what the appraisal value is for the subject parcel. Mayor Short answered there was no appraisal. **APPROVED 3-1 (Miller dissenting) Resolution No. 2026-59**

Next, Councilor Farr introduced a proposed resolution to authorize a license agreement with BRE Main Street LLC. **She moved & Councilor Horton seconded the motion for approval.** During discussion, Mayor Short answered Councilor Miller's question about the terms of the easement agreement. **UNANIMOUS Resolution No. 2026-60**

During committee reports, Councilor Horton reported that Public Safety is conducting traffic studies in various city neighborhoods, to consider installing new speed bumps.

Councilor Miller promoted ACTA's upcoming productions *Elvis Has Left The Building & The Lightning Thief*. Also, the Veterans Committee met to discuss Patriotic Military Night. Also, he summarized upcoming Historical Board activities, including the City Museum being open to the public on September 26 & Leadership Trussville's museum visit on October 8.

Councilor Farr thanked Public Works for its ongoing work throughout the city. Also, she reported, fall sports are already underway, keeping Parks & Recreation busy. Also, some members of the Seniors Center are touring Canada. Also, the next two Chamber lunches are Public Safety Update on September 17 & the Mayor's Annual State of the City address on October 15. Also, she promoted the monthly series *Sit, Stay & Read* with Hand in Paw, where kids can read to therapy dogs. Also, IDA will have its annual fall luncheon at Amerex on September 24.

Councilor Anderson announced the Cemetery Authority's partnership with Wreaths Across America. Also, the fifth Leadership Trussville class has its opening retreat. Former Mayor Buddy Choat will join them. After acknowledging school board member Sherrye Tolbert, Anderson reported that the high school is adding Air Force Junior ROTC next year; already, over 50 students have expressed interest in it. She also thanked Mayor Short & Finance Director Calvert for their work on the new budget, as well as department heads for their financial stewardship.

Mayor Short thanked school resource officers for their quick response at Paine Elementary, following a gunshot at a neighboring property. Students were never in danger. He acknowledged that the city did shut down its playground for a day, because the safety padding needed 24 hours to cure. He also reported that Public Works took down two rotten trees on Lake Street; the city is also monitoring a pecan tree. Also, the City will soon put street paving & vending & concessions contracts out for bid. When asked by President Anderson, Mayor Short stated that the city is still waiting for the federal government's decision on a \$1 million matching park grants; also, he will cover his intentions for the City Pool during his State of the City address next month. Mayor Short also answered Councilor Miller's budget questions regarding the pool.

During audience comments, Tree Commission Chairman Ralph Mitchell pled with the public to water their trees. He & fellow members are assembling the next list of requests. Sarah Reagan (206 Ashton Avenue) thanked the council for the clarifications.

Respectfully submitted,



Dan Weinrib MMC
City Clerk

Ordinance No. 2026- -ADM

An Ordinance to Rename City Hall Drive

WHEREAS,

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Trussville, Alabama of the following:

Section 1. That **City Hall Drive** shall be renamed

Section 2. Effective Date: That this Ordinance shall take effect on

Section 3. Severability: 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 notwithstanding such holding. If any part, section or subdivision of this ordinance or document, map, or petition to which it may refer shall be held unconstitutional or invalid as to any portion of the territory annexed herein, such holding shall not be construed to impair or invalidate the ordinance as to the territory not included in or affected by such holding.

Section 4. Repealer: 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.

ADOPTED AND APPROVED THIS THE 22ND OF SEPTEMBER 2026

Brian Jackson, Council President Pro Tem

Ben Short, Mayor
City of Trussville

Attest: _____
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 22nd day of September 2026.

The above and foregoing ordinance was published on the 223rd day of September 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 23rd day of September 2026

Dan Weinrib MMC, City Clerk

Resolution No. 2026-

A Resolution Authorizing the Initiation of a Civil Action for the Purposes of Enforcing a Settlement Agreement Involving the Property at 220 Snake Hill Road.

WHEREAS, the City Council of the City of Trussville, Alabama, (“City Council”) previously enacted **Resolution No. 2020-121**, (a copy of which is attached hereto as Exhibit “A”) which found the structure located at 220 Snake Hill Road, Trussville, Alabama 354173 (“Property”) to be a public nuisance and ordered the abatement thereof; and

WHEREAS, following the enactment of **Resolution No. 2020-121** the Property owner requested additional time to abate the nuisance, which was granted, the owner failed to take any action to abate the nuisance which required the City Council to consider and adopt **Resolution No. 2021-53** (a copy of which is attached as Exhibit “B”) which, yet again, found the structure on the Property to be a public nuisance and ordered that a civil action be instituted against the Property owner and the Property in order to abate the nuisance; and

WHEREAS, a civil action was initiated on or about November 19, 2021, which was resolved by a settlement agreement of the parties entered by and between the City and one of the Property owners, who was represented by counsel, on or about October 13, 2023, (a copy of the settlement agreement is attached hereto as Exhibit “C”) which set forth certain conditions regarding the Property, the abatement, and the Property owner’s requirements to comply with certain permitting and other terms; and

WHEREAS, the time for compliance under the settlement agreement has expired, the Property owner has not complied with the owner’s obligations under the settlement agreement, the structure on the Property remains a public nuisance and a hazard, and the City has exhausted all remedies it has and seeks enforcement under the settlement agreement previously entered into by the initiating of a legal action to enforce said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Trussville, Alabama, the following:

Section 1. The preamble stated above, along with the exhibits, are hereby approved, ratified, and incorporated as is fully set out herein.

Section 2. Pursuant to this Resolution along with **Resolution 2021-53**, special legal counsel, Mr. John Matthew Amari, Esq. with the firm Amari Law be and is hereby authorized to initiate civil proceedings in the name of the City of Trussville for the purposes stated herein. That said grant of authority to Mr. Amari shall be to the fullest extent possible in order to achieve said result of compliance with the settlement agreement previously entered into between the parties and to receive permission from court for the nuisance at the Property to be abated as provided in the terms of the settlement agreement.

Section 3. The City Clerk shall provide a certified copy of this Resolution to Mr. Amari following its adoption along with certified copies of all prior Resolutions.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED THIS THE 22ND OF SEPTEMBER 2026

Brian Jackson, Council President Pro Tem

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

RESOLUTION NO. 2020-121

**AUTHORIZING THE CITY TO ABATE A SAFETY
NUISANCE AND PURSUE OPTIONS FOR CORRECTIVE
ACTIONS, UP TO AND INCLUDING THE POSSIBILITY OF
DEMOLITION AND REMOVAL OF A RESIDENTIAL
STRUCTURE, LOCATED AT 220 SNAKE HILL ROAD**

WHEREAS, the City Council has learned of a nuisance at the home located at 220 Snake Hill Road (Parcel #01 12 00 14 4 002 006.000 RR, per Jefferson County Property Tax Records) within the city limits of Trussville, Alabama; and

WHEREAS, the City Council has learned that an authorized city official has attempted to work with the homeowner to abate said nuisance on several occasion, but to no avail; and

WHEREAS, the City Council has learned that there is not currently a valid permit to perform construction at the home; and

WHEREAS, the City Council has learned that an authorized city official has attempted to assist the homeowner in obtaining the proper permit, yet the homeowner refuses to obtain the proper permit while continuing to perform construction on the home; and

WHEREAS, the City Council has learned that the swimming pool lacks appropriate safety railing, contains standing and stagnant water, and poses a drowning risk to the public; and

WHEREAS, the City Council has learned that an authorized city official has discovered safety hazards, such as exposed electric panels and inappropriate stairway railings, which create an imminent danger to human life and health; and

WHEREAS, the City Council has learned that an authorized city official has given notice of said safety hazards and given appropriate time to abate said safety hazards, however upon knowledge and belief, said safety hazards still exist; and

WHEREAS, the City Council has learned that special legal counsel has given notice of all aforementioned safety hazards and permit requirements, specifically, on or about September 29, 2020, October 26, 2020, November 14, 2020 and December 16, 2020 to the homeowner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Trussville, Alabama while in regular session on Thursday, December 17, 2020 at 6 pm as follows:

Section 1. Pursuant to Alabama Code 11-53b-15 and Trussville Municipal Ordinance 38-95, the City Council finds that a nuisance does in fact exist; and

Section 2. That the homeowner has received proper notice and has had adequate time to abate said nuisance;

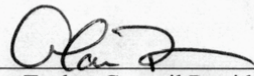
Section 3. That the homeowner has failed to abate said nuisance;

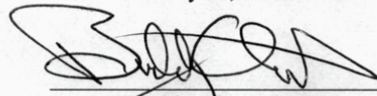
Section 4. That the appropriate city official is authorized to take any one or all of the following actions:

- a. Revoke any certificate of occupancy;
- b. Board the building up;
- c. Enter the dwelling to determine if repairs and/or demolition are required;
- d. Order said repairs or demolition to be completed in 45-days, or city will undertake said repairs or demolition and assess land with costs thereof;
- e. Take any other actions to protect the health and safety of the public.

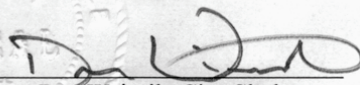
Section 5. This resolution shall become effective immediately upon adoption and approval.

ADOPTED AND APPROVED THIS THE 17TH OF DECEMBER, 2020


Alan Taylor, Council President


Buddy Choat, Mayor
City of Trussville

Attest:


Dan Weinrib, City Clerk

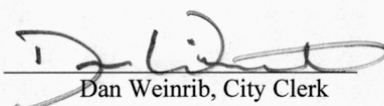


CERTIFICATION OF CITY CLERK

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 the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 17th day of December, 2020, while in regular session on Thursday, December 17, 2020, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 18th day of December, 2020.


Dan Weinrib, City Clerk

RESOLUTION NO. 2021- 53

A Resolution To Initiate Demolition & Related Proceedings On A Public Nuisance; Subject Property Located at 220 Snake Hill Road

WHEREAS, the City Council (the "Council") has learned of a nuisance at the home located at 220 Snake Hill Road, within the city limits of Trussville, Alabama; and

WHEREAS, the Council passed a resolution on December 17, 2020, namely Resolution No. 2020-121 (the "Resolution"), wherein the Council found that there did exist a safety nuisance at the home located at 220 Snake Hill Road; and

WHEREAS, the Resolution authorized city officials to revoke any certificate of occupancy, board the building up, enter the dwelling to determine if repairs and/or demolition are required, and take any other actions to protect the health and safety of the public; and

WHEREAS, the Council has learned that the costs to abate the safety nuisance far exceeds the value of the property, which makes demolition of the home the only reasonable option; and

WHEREAS, prior to passing the Resolution, the Council had learned that special legal counsel had given notice of all aforementioned safety hazards and permit requirements, specifically, on or about September 29, 2020, October 26, 2020, November 14, 2020 and December 16, 2020; and

WHEREAS, the Council has learned that special legal counsel posted notice of Resolution on the property on December 18, 2020 and on February 19, 2021 had given personal notice of Resolution to all interested parties; and

WHEREAS, the Council has learned that special legal counsel had posted notice of the costs to abate the safety nuisance on the property and given personal notice to all interested parties on May 17, 2021; and

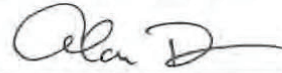
WHEREAS, the Council has learned that special legal counsel had posted notice of the city's intent to demolish the home on the property and had given personal notice to all interested parties on July 16, 2021; and

WHEREAS, the Council has learned that special legal counsel has given notice of this Council meeting and the proposed Resolution to all interested parties

THEREFORE, BE IT RESOLVED that, pursuant to Alabama Code 11-53B-15 and Trussville Municipal Ordinance No. 38-95, the City Council of Trussville, Alabama agrees to the following:

1. That the Council finds the cost to abate the safety nuisance far exceeds the value of the home and that demolition is the only reasonable step to take;
2. That the homeowner has received proper notices and has had adequate time to appear before the Council;
3. That the appropriate city official is authorized to take one or more of the following actions
 - a. File a Lis Pendens in Jefferson County Probate Court;
 - b. Move forward with demolition under the appropriate statute;
 - c. File for a declaratory judgment from the circuit court;
 - d. Take any other actions to protect the health and safety of the public.

ADOPTED AND APPROVED THIS THE 28TH OF SEPTEMBER, 2021



Alan Taylor, Council President



Buddy Choat, Mayor
City of Trussville

Attest:



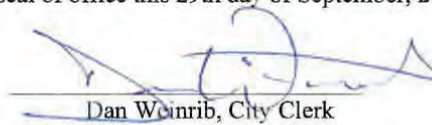
Dan Weinrib, City Clerk

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 the Resolution duly and legally adopted by the City Council of the City of Trussville, Alabama on the 28th day of September, 2021, while in regular session on Tuesday, September 28, 2021, and the same appears of record in the minute book of said date of said City.

Witness my hand and seal of office this 29th day of September, 2021.



Dan Weinrib, City Clerk

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF TRUSSVILLE,

Plaintiff,

v.

PATIENCE SHARPE, et al.,

Defendants.

Case No: 01-CV-2021-903396

AGREEMENT

This Agreement is made and entered into this 13th day of October, 2023, by and between The City of Trussville ("Trussville") and Erick Mata ("Mata").

WITNESSETH:

WHEREAS, a safety nuisance exists at 220 Snake Hill Road ("house"); and,

WHEREAS, the Plaintiff has filed a Petition for Declaratory Relief in the Circuit Court of the Tenth Judicial Circuit of Alabama in the above styled; and,

WHEREAS, the dispute between who owns the house has been resolved between Mata and the other parties;

WHEREAS, the parties consider it in their best interest to keep litigation costs low and preserve net proceeds from the sale of the house; and,

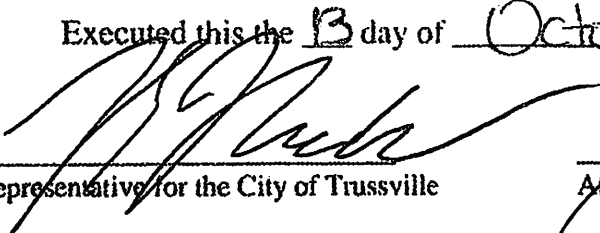
NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration herein expressed, the parties agree as follows:

1. The City agrees to give Mata six months, beginning October 15, 2023, to hire a competent builder, abate the safety nuisance, bring the house located at 220 Snake Hill Road, Trussville AL 35173 (the "house") up to code, to the satisfaction of the City Inspector, at Mata's expense.
2. The house shall be sold in whatever state and condition upon the elapse of six months from October 15, 2023. The six-month time period may be extended should the City Inspector and builder determine that a delay occurred outside the control of the builder. Any extension must be agreed upon in writing.
3. The City shall submit a list of competent builders that are licensed, insured and able to permit in Trussville for Mata to choose. Mata may submit suggested builders, however, the parties must agree in writing to place that builder on the list.
4. There will be no certificate of occupancy applied for or submitted at any time. Mata agrees that the City may choose to give a CO to facilitate the sale. Mata will not enter the house between the hours of 10:00PM and 4:00AM. Mata shall not be present at inspections, only the builder.
5. It is understood that the contractor will only use licensed, insured and properly permitted subcontractors. Contractors and subcontractors shall obtain all proper permits and follow the schedule of inspections as provided by the City Inspector. Mata and/or Mata Electric shall not perform any work of any kind at the house and, if seen performing work, it shall be considered a breach and the house shall be placed for sale immediately and remaining clauses enforced.
6. For purposes of the sale of the house, the City shall submit a list of licensed realtors for Mata to choose from. Mata may submit his own preferred licensed realtors but the City must agree to place a realtor chosen by Mata on the approved list.
7. Upon selling the house, the proceeds shall be held in trust with the closing attorney or held in escrow by some other mutually agreed upon means. The City shall submit a final bill for its expenses, such as attorney's fees, court costs, reasonable maintenance costs, etc. to be paid from the proceeds to the City of Trussville. All remaining

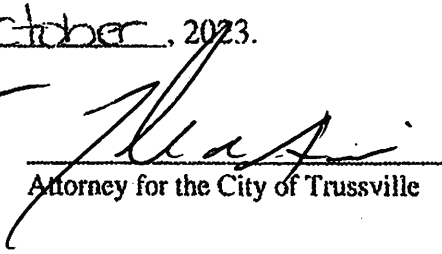
proceeds, after paying the City and closing costs, etc., shall belong to Mata and paid to him by however means he deems fit.

8. Mata shall accept any offer from a qualified buyer that is made within three percent (3%) of the appraised value of the house. Mata shall be responsible for the cost of the appraisal.
9. Mata shall cooperate with the City, realtor, closing attorney and any other person or entity attempting to facilitate the sale of the house and/or facilitate the distribution of any proceeds from the sale of the house.
10. All correspondence between the City and Mata shall pass through attorneys until the builder is hired at which point the builder and the city inspector shall communicate.
11. Prior to any permits being issued, Mata shall clean the backyard to the satisfaction of the City.
12. Should either party violate this agreement and litigation becomes necessary the losing party shall be responsible for the costs associated with bringing litigation to enforce this contract.

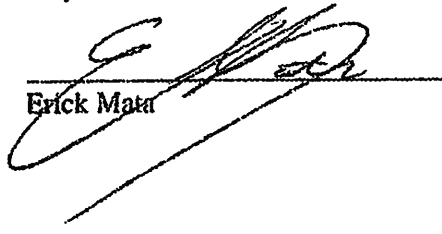
Executed this the 13 day of October, 2023.



Representative for the City of Trussville



Attorney for the City of Trussville



Erick Mata



Attorney for Erick Mata

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 22nd day of September, 2026, while in regular session on Tuesday, September 22, 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 23rd day of September, 2026

Dan Weinrib MMC, City Clerk

:

Resolution No. 2026-

A Resolution to Adopt the City's Annual Budget for Fiscal Year 2027

WHEREAS, Code of Alabama, Section 11-43-57 directs that in all cities the City Council shall appropriate the sums necessary for the expenditures of the several city departments and for the interest on its bonded and other indebtedness; and

WHEREAS, an annual budget is an integral tool used to measure goals and benchmarks throughout the fiscal year. It is also a means of attaining unity in administration by drawing all municipal programs together for overall scrutiny. It further serves as a means of assuring adequacy and oversight of municipal services in the most efficient manner; and

WHEREAS, budgeting is a year-round process, and by monthly evaluation allows the City Council and each department to self-evaluate to determine its accuracy and if it will be necessary to take remedial action.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Trussville, Alabama, that the City's Fiscal Year 2026-2027 budget (**Exhibit A**) be adopted.

ADOPTED AND APPROVED THIS THE 22ND OF SEPTEMBER 2026

Brian Jackson, Council President Pro Tem

Ben Short, Mayor
City of Trussville

Attest: _____
Dan Weinrib, City Clerk

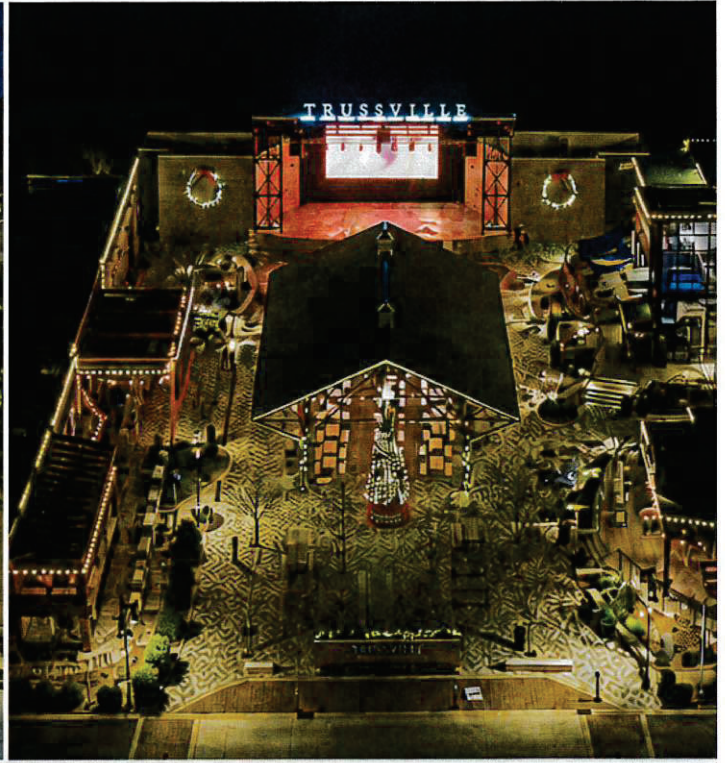
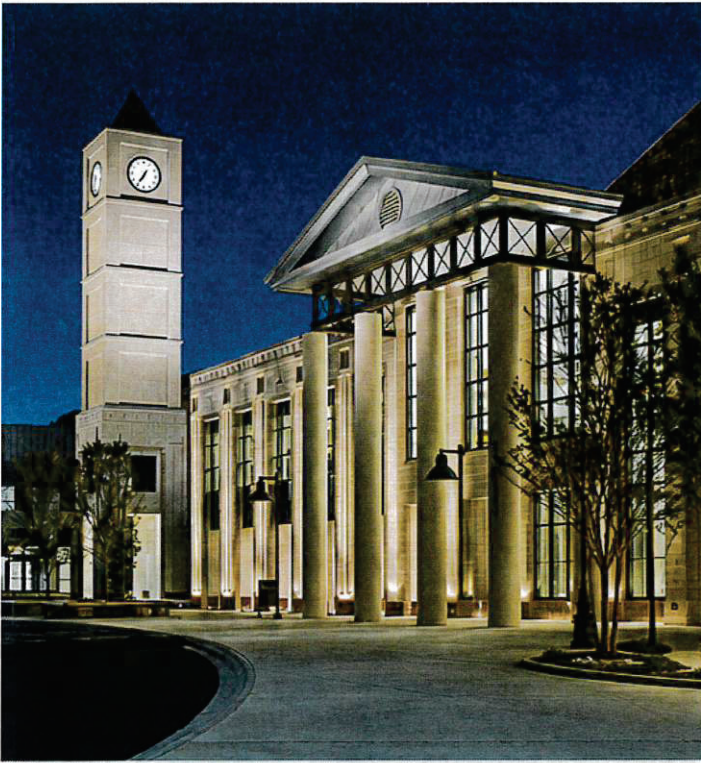
CERTIFICATION OF CITY CLERK

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 22nd day of September, 2026, while in regular session on Tuesday, September 22, 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 23rd day of September, 2026

Dan Weinrib MMC, City Clerk



— CITY OF TRUSSVILLE —

FY27

PROPOSED BUDGET

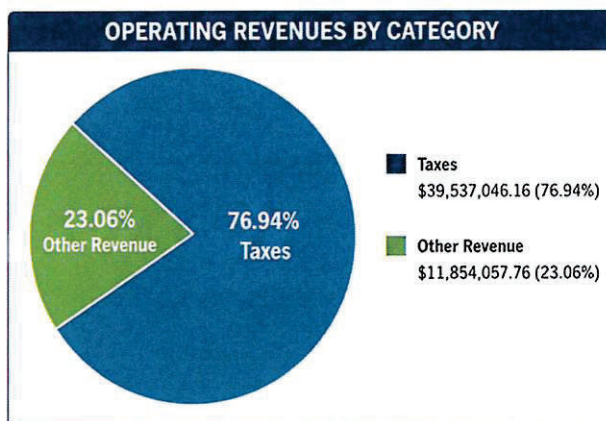
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— COMMUNITY. COMMITMENT. PROGRESS. —



OPERATING REVENUES		
REVENUE SOURCE	AMOUNT	% OF TOTAL OPERATING REVENUES
Sales Tax	\$32,761,858.23	63.75%
AdValorem Tax	3,533,722.89	6.88%
Other Taxes	3,241,465.04	6.31%
Total Taxes	39,537,046.16	76.94%
Licenses & Permits	6,778,661.38	13.19%
Intergovernmental	12,137.07	0.02%
Charges for Services	2,112,571.96	4.11%
Fines & Forfeitures	527,856.13	1.03%
Recreation	865,770.81	1.68%
- Gymnastics	631,000.00	1.23%
- Cheer	475,000.00	0.92%
Investments	322,382.50	0.63%
Miscellaneous Receipts	128,677.91	0.25%
Total Other Revenue	11,854,057.76	23.06%
TOTAL REVENUE	\$51,391,103.92	100.00%



OPERATING EXPENDITURES		
DEPARTMENT / FUNCTION	AMOUNT	% OF TOTAL OPERATING EXPENDITURES
Non-Departmental	\$1,494,753.58	3.51%
Overhead	4,391,633.67	10.32%
Mayor & Council	383,568.75	0.90%
Administrative	426,493.78	1.00%
Inspections	906,408.27	2.13%
Municipal Court	627,465.81	1.47%
Finance	677,138.59	1.59%
Information Technology	676,566.55	1.59%
Human Resources	504,571.92	1.19%
Police	11,895,201.47	27.94%
Fire	9,381,262.79	22.04%
Public Works	3,293,580.30	7.74%
Garbage	2,970,000.00	6.98%
Recreation	1,339,268.84	3.15%
Park Maintenance	-	0.00%
Building Maintenance	-	0.00%
Senior Center	362,148.85	0.85%
Gymnastics	729,964.71	1.71%
Cheer	332,500.00	0.78%
Library	1,822,951.87	4.28%
Rental Properties	-	0.00%
Vehicle Maintenance	228,057.96	0.54%
TOTAL OPERATING EXPENDITURES	\$42,568,537.71	100.00%

NET OPERATING REVENUES OVER OPERATING EXPENDITURES		
\$8,822,566.21		
 Total Revenue \$51,391,103.92	 Total Operating Expenditures \$42,568,537.71	 Net Operating Revenues \$8,822,566.21

OTHER SOURCES AND USES			
Grant Activity	\$850,000.00	Transfers (to) from Other Funds	
General Fund Capital Outlay	600,000.00	- Civic Center (08)	\$680,000.00
Civic Center Capital Outlay	-	- TED (09)	368,658.00
TED Capital Outlay	-	- Debt Service Fund (97)	5,333,664.86
Debt Service	\$2,065,587.80	Total Transfers	\$6,382,322.86
		Other Financing Sources	
		- Grant Funding Provided from Prior Year Fund Balance	(\$600,000.00)
		- Land Sales	(2,750,000.00)
		- Capital Improvement Fund -	1,250,000.00
		Total Other Financing Sources	(\$2,100,000.00)

TOTAL SURPLUS (DEFICIT)	\$1,024,655.55
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Description	FY2026	FY2027	Change
MARKETING/PROMOTIONAL	1,000.00	1,000.00	-
PROPERTY TAXES / FEES	3,000.00	3,000.00	-
LEASE - PARKING LOT (176 MAIN ST)	42,000.00	42,000.00	-
MAINT CONTRACTS-SOFTWARE (Non-Dept)	-	725.58	725.58
MISCELLANEOUS EXPENSE	2,000.00	5,000.00	3,000.00
CHAMBER OF COMMERCE SUPPORT	75,000.00	60,000.00	(15,000.00)
REGIONAL PLANNING COMM SUPPORT	17,000.00	17,000.00	-
SERVICE AGENCY CONTRACTS	12,000.00	35,000.00	23,000.00
SPECIAL EVENTS SUPPORT	1,000.00	1,000.00	-
TRUSSVILLE CEMETERY REHAB AUTHORITY SUPPORT	1,000.00	1,000.00	-
BEAUTIFICATION BOARD SUPPORT	500.00	500.00	-
PLANNING & ZONING SUPPORT	38,000.00	38,000.00	-
TRUSSVILLE DOG PARK SUPPORT	2,500.00	2,500.00	-
ECONOMIC INCENTIVE AGREEMENTS	1,387,582.25	1,257,528.00	(130,054.25)
IND DEV AUTHORITY SUPPORT	24,000.00	24,000.00	-
TREE COMMISSION SUPPORT	2,000.00	3,000.00	1,000.00
ACTA SUPPORT	5,500.00	3,000.00	(2,500.00)
VETERANS COMMITTEE SUPPORT	500.00	500.00	-
	1,614,582.25	1,494,753.58	(119,828.67)

Several changes within the FY27 proposed budget reflect a return to more typical funding levels following one-time adjustments made in FY26. Chamber of Commerce support will decrease from \$75,000 in FY26 to \$60,000 in FY27, returning to the level provided in prior years. The additional funding provided in FY26 was intended to assist the Chamber as it prepared for its move into its new facility on the municipal campus.

The FY27 budget also includes an increase in funding for service agency contracts as the City works to restore support closer to historical levels. This line item provides funding for organizations and initiatives such as Wreaths Across America, The Prescott House, and One Place Family Justice Center, among others. The increase also includes the City's cost associated with the bust honoring Major Klinner at the Fallen Warriors Monument. While ACTA support appears to decrease in FY27, the proposed amount is consistent with prior-year City funding. ACTA received an additional \$2,500 grant in FY26, which accounts for the year-over-year difference reflected in the budget.



Overhead Expenditures

Description	Total Budget	FY2027	Change
POWER (OVERHEAD)	575,000.00	1,311,336.00	736,336.00
WATER, SEWER & GAS (OVERHEAD)	250,000.00	293,500.00	43,500.00
COMMUNICATIONS SERVICES (OVERHEAD)	150,000.00	93,900.00	(56,100.00)
INTERNET/CABLE SERVICES (OVERHEAD)	308,556.00	344,000.00	35,444.00
GARBAGE SERVICES (OVERHEAD)	132,000.00	141,000.00	9,000.00
POSTAGE (OVERHEAD)	21,650.00	21,650.00	-
PROFESSIONAL SERVICES (OVERHEAD)	492,000.00	450,000.00	(42,000.00)
LEGAL & ACCOUNTING SERVICES (OVERHEAD)	546,000.00	516,000.00	(30,000.00)
INSURANCE - LIABILITY & PROPERTY (OVERHEAD)	738,764.00	823,012.67	84,248.67
LEASED EQUIPMENT (OVERHEAD)	42,000.00	19,000.00	(23,000.00)
MAINT CONTRACTS-SOFTWARE (OVERHEAD)	219,099.00	293,235.00	74,136.00
MAINT CONTRACTS-EQUIPMENT (OVERHEAD)	75,000.00	85,000.00	10,000.00
	3,550,069.00	4,391,633.67	841,564.67

Under the direction of the City's Finance Director, the FY27 budget includes the use of a centralized Overhead Department to better account for costs that are largely outside the direct control of individual department heads. These expenses include utilities and other shared operating costs that, in prior years, were distributed across multiple departmental budgets.

As a result, the Overhead Department will show a significant increase when compared to prior years; however, this does not represent a corresponding increase in overall City spending. Rather, it reflects a more accurate and streamlined method of accounting for these expenses in one centralized location. This change will make the budget easier to understand, improve consistency from department to department, and provide a clearer picture in future years of both true departmental operating costs and Citywide overhead expenses.



City of TRUSSVILLE

Mayor & Council Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	256,755.33	256,755.33	-
PAYROLL - LONGEVITY PAY	400.00	400.00	-
PAYROLL TAX EXPENSE	20,540.43	20,540.43	(0.00)
RETIREMENT EXPENSE	10,055.98	11,672.99	1,617.01
INSURANCE - EMPLOYEE HEALTH	30,665.28	30,500.00	(165.28)
INSURANCE - EMPLOYEE OTHER	170.00	200.00	30.00
INSURANCE - WORKERS COMP/UNEMPLOYMENT	200.00	200.00	-
EDUCATION & TRAINING FEES (M&C)	20,000.00	15,000.00	(5,000.00)
TRAVEL EXPENSES (M&C)	8,000.00	15,000.00	7,000.00
INTERNET/TV SERVICES (M&C)	-	-	-
SUPPLIES - OFFICE	500.00	500.00	-
FUEL - GASOLINE	1,000.00	1,000.00	-
DUES & SUBSCRIPTIONS	16,000.00	25,000.00	9,000.00
MAINT CONTRACTS-SOFTWARE (M&C)	-	-	-
REPAIR & MAINT-VEHICLE (M&C)	1,000.00	-	(1,000.00)
REPAIR & MAINT-TECHNOLOGY (M&C)	300.00	300.00	-
SMALL EQUIPMENT/FURN (<\$5K)	9,000.00	1,500.00	(7,500.00)
MISCELLANEOUS EXPENSE	5,000.00	5,000.00	-
	379,587.02	383,568.75	3,981.73

The Mayor and City Council Department accounts for the elected leadership of the City of Trussville as well as the administrative support provided to the Mayor's Office. The City operates under a full-time Mayor, with an annual salary of \$108,000. This department also includes the Mayor's Executive Assistant and the City's five part-time City Council members. Each Council member receives compensation of \$1,000 per month for their service to the City. Together, these positions provide executive leadership, legislative oversight, and support for the day-to-day governance and long-term direction of the City of Trussville.



City of TRUSSVILLE

Administration Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	229,552.96	245,624.44	16,071.48
PAYROLL - LONGEVITY PAY	1,400.00	1,400.00	-
PAYROLL - OVERTIME	3,000.00	1,000.00	(2,000.00)
PAYROLL TAX EXPENSE	18,364.24	19,649.96	1,285.72
RETIREMENT EXPENSE	24,010.17	27,918.25	3,908.08
INSURANCE - EMPLOYEE HEALTH	31,669.92	31,486.32	(183.60)
INSURANCE - EMPLOYEE OTHER	600.00	600.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	500.00	500.00	-
EMPLOYMENT PHYSICALS/BACKGROUND	200.00	250.00	50.00
EDUCATION & TRAINING FEES (ADMIN)	2,500.00	2,000.00	(500.00)
TRAVEL EXPENSES (ADMIN)	6,000.00	4,000.00	(2,000.00)
SUPPLIES - OFFICE	2,000.00	1,500.00	(500.00)
SUPPLIES - JANITORIAL (Admin)	8,600.00	8,700.00	100.00
MILEAGE REIMBURSEMENT	200.00	400.00	200.00
TAG PROPROCESSING EXPENSE	86,400.00	60,000.00	(26,400.00)
FUEL - GASOLINE	1,800.00	1,500.00	(300.00)
DUES & SUBSCRIPTIONS	2,500.00	1,300.00	(1,200.00)
RENTAL - EQUIPMENT	500.00	-	(500.00)
MAINT CONTRACTS-SOFTWARE (Admin)	63.96	63.96	-
MAINT CONTRACTS-EQUIPMENT (Admin)	5,900.00	-	(5,900.00)
REPAIR & MAINT-VEHICLE (Admin)	1,000.00	-	(1,000.00)
REPAIR & MAINT-BUILDINGS (Annex)	6,000.00	8,961.85	2,961.85
REPAIR & MAINT-EQUIPMENT (Admin)	2,000.00	39.00	(1,961.00)
REPAIR & MAINT-TECHNOLOGY (Admin)	500.00	-	(500.00)
SMALL EQUIPMENT/FURN (<\$5K)	1,000.00	5,000.00	4,000.00
MISCELLANEOUS EXPENSE	1,000.00	450.00	(550.00)
BANK/CC SERVICE CHARGES	5,710.00	-	(5,710.00)
ELECTION EXPENSE	491.52	-	(491.52)
ANNEXATION EXPENSE	1,000.00	150.00	(850.00)
ORDINANCE CODIFICATION	4,000.00	4,000.00	-
	448,462.77	426,493.78	(21,968.99)

The Administration Department includes the City Clerk and two Accounting Assistants and serves as a central point for many of the City's day-to-day administrative functions. The City Clerk is responsible for maintaining official City records, preparing and preserving minutes and ordinances, coordinating records related to City Council meetings, and helping ensure that required municipal documents and actions are properly recorded and maintained. The department also provides support for a variety of financial and administrative functions across City government. In addition, Administration oversees the front desk at City Hall, providing assistance to residents and visitors, and handles services related to vehicle tags and business license compliance. Together, these functions make Administration an important connection point between residents, elected officials, and the City's various departments.



City of TRUSSVILLE

Inspections & Building Maintenance Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	504,584.44	624,713.16	120,128.72
PAYROLL - LONGEVITY PAY	2,400.00	3,300.00	900.00
PAYROLL - OVERTIME	2,000.00	2,500.00	500.00
PAYROLL TAX EXPENSE	40,366.76	49,977.05	9,610.29
RETIREMENT EXPENSE	51,481.90	70,261.90	18,780.00
INSURANCE - EMPLOYEE HEALTH	106,560.00	85,751.16	(20,808.84)
INSURANCE - EMPLOYEE OTHER	800.00	2,600.00	1,800.00
INSURANCE - WORKERS COMP/UNEMPLOYMENT	4,800.00	12,900.00	8,100.00
EMPLOYMENT PHYSICALS/BACKGROUND	200.00	400.00	200.00
UNIFORMS & ACCESSORIES	500.00	1,500.00	1,000.00
EDUCATION & TRAINING FEES (INSPECTIONS)	3,000.00	3,000.00	-
TRAVEL EXPENSES (INSPECTIONS)	863.75	900.00	36.25
SUPPLIES - OFFICE	1,000.00	1,000.00	-
SUPPLIES - JANITORIAL (Inspections)	158.74	200.00	41.26
SUPPLIES/MATERIALS - OPERATING	500.00	11,500.00	11,000.00
FUEL - GASOLINE	9,600.00	13,600.00	4,000.00
DUES & SUBSCRIPTIONS	1,000.00	1,000.00	-
CONDEMNATION EXPENSES	15,000.00	5,000.00	(10,000.00)
MAINT CONTRACTS-SOFTWARE (Inspections)	5,474.37	5,500.00	25.63
REPAIR & MAINT-VEHICLE (Inspections)	5,000.00	2,500.00	(2,500.00)
REPAIR & MAINT-BUILDINGS (Inspections)	105.00	1,605.00	1,500.00
REPAIR & MAINT-EQUIPMENT (Inspections)	500.00	1,700.00	1,200.00
REPAIR & MAINT-TECHNOLOGY (Inspections)	500.00	500.00	-
SMALL EQUIPMENT/FURN (<\$5K)	500.00	3,500.00	3,000.00
MISCELLANEOUS EXPENSE	662.08	1,000.00	337.92
BANK/CC SERVICE CHARGES	13,573.71	-	(13,573.71)
	771,130.75	906,408.27	135,277.52

The Inspections and Building Maintenance Department reflects the consolidation of two previously separate departmental budgets into a single operating department for FY27. This merger was made to improve oversight, streamline operations, and create greater efficiency in the management of related City services and facilities. In FY26, Inspections and Building Maintenance were accounted for under two separate budgets; therefore, the increases reflected in the FY27 report are largely the result of combining those costs into one department rather than a significant expansion in overall spending. Going forward, this structure will provide a clearer picture of the full cost of these functions while also improving coordination and accountability.



City of TRUSSVILLE

Municipal Court Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	398,741.46	403,535.02	4,793.56
MUNICIPAL COURT JUDGE	52,000.00	52,000.00	-
PAYROLL - LONGEVITY PAY	2,550.00	2,550.00	-
PAYROLL - OVERTIME	12,000.00	6,000.00	(6,000.00)
PAYROLL TAX EXPENSE	31,899.32	32,282.80	383.48
RETIREMENT EXPENSE	41,373.64	42,704.23	1,330.59
INSURANCE - EMPLOYEE HEALTH	63,312.96	47,993.76	(15,319.20)
INSURANCE - EMPLOYEE OTHER	1,000.00	1,000.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	1,000.00	1,000.00	-
EMPLOYMENT PHYSICALS/BACKGROUND	200.00	200.00	-
EDUCATION & TRAINING FEES (COURT)	4,500.00	4,500.00	-
TRAVEL EXPENSES (COURT)	5,000.00	5,000.00	-
SUPPLIES - OFFICE	2,700.00	2,700.00	-
SUPPLIES - JANITORIAL (Court)	6,800.00	6,800.00	-
SUPPLIES/MATERIALS - OPERATING	3,000.00	3,000.00	-
MILEAGE REIMBURSEMENT	100.00	100.00	-
PROFESSIONAL SERVICES	100.00	100.00	-
DUES & SUBSCRIPTIONS	5,600.00	5,600.00	-
MAINT CONTRACTS-SOFTWARE (Court)	11,615.00	5,000.00	(6,615.00)
MAINT CONTRACTS-EQUIPMENT (Court)	3,200.00	-	(3,200.00)
REPAIR & MAINT-BUILDINGS (Court)	3,400.00	3,400.00	-
REPAIR & MAINT-EQUIPMENT (Court)	500.00	500.00	-
REPAIR & MAINT-TECHNOLOGY (Court)	500.00	500.00	-
SMALL EQUIPMENT/FURN (<\$5K)	1,000.00	1,000.00	-
	652,092.38	627,465.81	(24,626.57)

The Municipal Court Department is responsible for the administration and operation of the City of Trussville's Municipal Court system. The department includes a Municipal Court Administrator, Municipal Court Supervisor, Senior Court Clerk, and two Magistrates who work together to manage court dockets, records, payments, case processing, and other daily court functions. Judge Tommy McFarland serves as the Municipal Court Judge for the City of Trussville, and the City also maintains a part-time judge who is available to serve as needed. Together, the court staff and judiciary help ensure that municipal cases are handled efficiently, consistently, and in accordance with applicable law and court procedures.



Description	FY2026	FY2027	Change
PAYROLL - BASE	370,094.63	293,447.18	(76,647.45)
PAYROLL - LONGEVITY PAY	1,400.00	-	(1,400.00)
PAYROLL - OVERTIME	3,000.00	250.00	(2,750.00)
PAYROLL TAX EXPENSE	29,607.57	23,475.77	(6,131.80)
RETIREMENT EXPENSE	38,219.44	28,159.16	(10,060.28)
INSURANCE - EMPLOYEE HEALTH	62,335.20	31,656.48	(30,678.72)
INSURANCE - EMPLOYEE OTHER	500.00	500.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	600.00	600.00	-
EMPLOYMENT PHYSICALS/BACKGROUND CHECKS	200.00	200.00	-
EDUCATION & TRAINING FEES (FINANCE)	1,950.00	3,500.00	1,550.00
TRAVEL EXPENSES (FINANCE)	5,200.00	3,500.00	(1,700.00)
TUITION REIMBURSEMENT	3,020.40	-	(3,020.40)
SUPPLIES - OFFICE	7,000.00	5,000.00	(2,000.00)
MILEAGE REIMBURSEMENT	23.94	-	(23.94)
FUEL - GASOLINE	720.00	1,500.00	780.00
PROFESSIONAL SERVICES	-	-	-
COLLECTION FEES-BUSINESS LICENSES	15,000.00	15,000.00	-
COLLECTION FEES - AD VALOREM TAX	34,000.00	34,000.00	-
DUES & SUBSCRIPTIONS	1,000.00	500.00	(500.00)
COLLECTION FEES - SALES TAX	160,000.00	160,000.00	-
MAINT CONTRACTS-SOFTWARE (Finance)	67,824.00	70,000.00	2,176.00
REPAIR & MAINT-VEHICLE (Finance)	500.00	-	(500.00)
REPAIR & MAINT-EQUIPMENT (Finance)	500.00	100.00	(400.00)
REPAIR & MAINT-TECHNOLOGY (Finance)	3,000.00	1,500.00	(1,500.00)
SMALL EQUIPMENT/FURN (<\$5K)	500.00	250.00	(250.00)
MISCELLANEOUS EXPENSE	1,000.00	1,000.00	-
BANK/CC SERVICE CHARGES	53,469.55	3,000.00	(50,469.55)
	860,664.73	677,138.59	(183,526.14)

The Finance Department is responsible for overseeing the City of Trussville's financial operations and business license functions. The department includes the Finance Director, a Senior Accountant, and two Accounting Assistants, with the City's Code Enforcement/Business License Compliance Officer also working indirectly with the department as part of its business license and compliance responsibilities. Finance manages the City's accounting, budgeting, financial reporting, revenue collection, accounts payable and receivable, and other core financial functions while helping ensure proper internal controls and responsible stewardship of public funds. The department also oversees business license operations and works to ensure that businesses operating within the City remain properly licensed and in compliance with applicable requirements.



Description	FY2026	FY2027	Change
PAYROLL - BASE	469,879.24	411,440.39	(58,438.85)
PAYROLL - LONGEVITY PAY	1,500.00	1,500.00	-
PAYROLL TAX EXPENSE	37,590.34	32,915.23	(4,675.11)
RETIREMENT EXPENSE	50,922.94	47,980.37	(2,942.57)
INSURANCE - EMPLOYEE HEALTH	62,276.88	61,330.56	(946.32)
INSURANCE - EMPLOYEE OTHER	800.00	800.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	500.00	500.00	-
EMPLOYMENT PHYSICALS/BACKGROUND	200.00	-	(200.00)
UNIFORMS & ACC (Employees) (IT)	500.00	200.00	(300.00)
EDUCATION & TRAINING FEES (IT)	2,000.00	2,000.00	-
TRAVEL EXPENSES (IT)	1,000.00	-	(1,000.00)
INTERNET/TV SERVICES (IT)	-	-	-
SUPPLIES/MATERIALS - OPERATING	2,600.00	2,500.00	(100.00)
FUEL - GASOLINE	7,000.00	7,000.00	-
DUES & SUBSCRIPTIONS	3,200.00	3,500.00	300.00
MAINT CONTRACTS-SOFTWARE (IT)	25,650.00	29,000.00	3,350.00
REPAIR & MAINT-VEHICLE (IT)	2,400.00	-	(2,400.00)
REPAIR & MAINT-BUILDINGS (IT)	89.00	150.00	61.00
REPAIR & MAINT - EQUIPMENT (IT)	1,000.00	1,000.00	-
REPAIR & MAINT-TECHNOLOGY (IT)	2,000.00	1,000.00	(1,000.00)
SMALL EQUIPMENT/FURN (<\$5K)	700.00	400.00	(300.00)
TECHNOLOGY EQUIPMENT (IT)	72,500.00	72,000.00	(500.00)
SMALL EQUIPMENT/FURN (<\$5K)	300.00	350.00	50.00
MISCELLANEOUS EXPENSE	1,000.00	1,000.00	-
	745,608.40	676,566.55	(69,041.85)

The Information Technology Department manages and supports the City of Trussville's technology infrastructure across all departments and municipal operations. The department is staffed by an IT Director, two Network Administrators, and a PC Technician who are responsible for maintaining the City's computer systems, networks, servers, software, communications technology, and end-user support. The department also oversees cybersecurity efforts, including the protection of City systems and data, network security, access controls, system monitoring, and response to technology-related threats. In addition, IT plays a critical role in business continuity and disaster recovery by maintaining backups, recovery procedures, and technology plans designed to keep essential City services operational during outages, emergencies, or other disruptions. The department supports both internal City operations and external-facing technology services used by residents and the public.



Description	FY2026	FY2027	Change
PAYROLL - BASE	293,372.73	314,204.45	20,831.72
PAYROLL - LONGEVITY PAY	400.00	400.00	-
PAYROLL - OVERTIME	300.00	150.00	(150.00)
PAYROLL TAX EXPENSE	23,469.82	25,136.36	1,666.54
RETIREMENT EXPENSE	30,856.60	35,908.34	5,051.74
INSURANCE - EMPLOYEE HEALTH	30,856.60	30,829.92	(26.68)
INSURANCE - EMPLOYEE OTHER	600.00	600.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	1,527.85	1,527.85	-
EMPLOYMENT PHYSICALS/BACKGROUND CHECKS	200.00	5,000.00	4,800.00
EDUCATION & TRAINING FEES (HR)	4,240.00	3,275.00	(965.00)
TRAVEL EXPENSES (HR)	1,050.00	2,200.00	1,150.00
SUPPLIES - OFFICE	850.00	850.00	-
MILEAGE REIMBURSEMENT	285.00	500.00	215.00
FUEL - GASOLINE	1,000.00	1,000.00	-
PROFESSIONAL SERVICES	-	-	-
DUES & SUBSCRIPTIONS	1,800.00	1,490.00	(310.00)
MAINT CONTRACTS-SOFTWARE (HR)	-	80,000.00	80,000.00
REPAIR & MAINT-VEHICLE (HR)	1,146.00	-	(1,146.00)
REPAIR & MAINT-TECHNOLOGY (HR)	500.00	500.00	-
SMALL EQUIPMENT/FURN (<\$5K)	1,400.00	500.00	(900.00)
MISCELLANEOUS EXPENSE	500.00	500.00	-
	<u>394,354.60</u>	<u>504,571.92</u>	<u>110,217.32</u>

The Human Resources Department is responsible for supporting the City of Trussville's workforce and overseeing personnel-related functions across all City departments. The department consists of a Human Resources Director and two additional staff members who manage employee recruitment and onboarding, benefits administration, personnel records, policy implementation, employee relations, training, and other workforce needs. Human Resources also works to ensure compliance with applicable employment laws and City policies while providing guidance and support to department heads and employees. The department plays an important role in helping the City recruit, retain, and support a professional workforce capable of delivering quality services to the community.



City of TRUSSVILLE

Police Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	7,389,604.57	7,304,844.11	(84,760.46)
PAYROLL - LONGEVITY PAY	33,800.00	33,800.00	-
PAYROLL - OVERTIME	595,000.00	575,000.00	(20,000.00)
PAYROLL TAX EXPENSE	591,168.37	584,387.53	(6,780.84)
RETIREMENT EXPENSE	804,865.28	808,030.67	3,165.39
INSURANCE - EMPLOYEE HEALTH	1,077,225.12	974,762.40	(102,462.72)
INSURANCE - EMPLOYEE OTHER	16,100.00	16,100.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	128,563.00	128,563.00	-
EMPLOYMENT PHYSICAL/BACKGROUND	7,000.00	7,000.00	-
UNIFORMS & ACCESSORIES	59,000.00	49,500.00	(9,500.00)
EDUCATION & TRAINING FEES (POLICE)	25,000.00	32,000.00	7,000.00
TRAVEL EXPENSES (POLICE)	25,000.00	25,000.00	-
TUITION REIMBURSEMENT	2,700.00	9,500.00	6,800.00
POWER (Police)	-	-	-
POWER (Police)	325,336.00	-	(325,336.00)
WATER, SEWER & GAS (Police)	-	-	-
COMMUNICATION SERVICES (Police)	-	-	-
INTERNET/TV SERVICES (Police)	-	-	-
POSTAGE	-	-	-
SUPPLIES - OFFICE	6,000.00	4,500.00	(1,500.00)
SUPPLIES - CHAPLAIN PROGRAM	500.00	-	(500.00)
SUPPLIES - HONOR GUARD PROGRAM	1,500.00	1,000.00	(500.00)
SUPPLIES - EVIDENCE	10,000.00	10,000.00	-
SUPPLIES - JANITORIAL (Police)	16,200.00	20,000.00	3,800.00
SUPPLIES - DEU INVESTIGATIONS	1,000.00	-	(1,000.00)
SUPPLIES - FIRING RANGE	40,000.00	37,000.00	(3,000.00)
SUPPLIES - INVESTIGATIONS	3,000.00	3,000.00	-
SUPPLIES/MATERIALS - OPERATING	8,000.00	8,500.00	500.00
SUPPLIES - K-9	14,000.00	12,500.00	(1,500.00)
FUEL - GASOLINE	250,000.00	295,000.00	45,000.00
PROFESSIONAL SERVICES	-	-	-
DUES & SUBSCRIPTIONS	62,000.00	86,000.00	24,000.00
RENTAL - EQUIPMENT	1,000.00	-	(1,000.00)
MAINT CONTRACTS-SOFTWARE (Police)	183,276.00	121,680.12	(61,595.88)
MAINT CONTRACTS-EQUIPMENT (Police)	386,000.00	386,000.00	-
REPAIR & MAINT-VEHICLE (Police)	196,000.00	129,533.64	(66,466.36)
REPAIR & MAINT-BUILDINGS (Police)	125,000.00	125,000.00	-
REPAIR & MAINT-EQUIPMENT (Police)	15,000.00	11,000.00	(4,000.00)
REPAIR & MAINT-GROUNDS (Police)	6,000.00	-	(6,000.00)
REPAIR & MAINT-TECHNOLOGY (Police)	6,000.00	5,000.00	(1,000.00)
SMALL EQUIPMENT/FURN (<\$5K)	31,000.00	21,000.00	(10,000.00)
PROTECTIVE EQUIPMENT (Police)	48,000.00	70,000.00	22,000.00
MISCELLANEOUS EXPENSE	1,000.00	-	(1,000.00)
BANK/CC SERVICE CHARGES	3,083.57	-	(3,083.57)
NEIGHBORHOOD WATCH PROGRAM	5,000.00	-	(5,000.00)
	12,498,921.91	11,895,201.47	(603,720.44)

The Police Department remains one of the City of Trussville's largest operational departments, providing law enforcement and public safety services throughout the community. The department currently includes 70 APOST officers and 15 additional personnel who support the department's administrative, corrections, communications, records, and other operational functions. Several year-over-year changes within the FY27 Police Department budget are the result of accounting and organizational changes rather than reductions in police services. Approximately \$325,000 in electrical and utility costs previously included within the Police Department budget have been moved into the City's new centralized Overhead Department. In addition, a portion of the department's vehicle maintenance expenses has been transferred to the City's Vehicle Maintenance Division as the City continues to centralize fleet maintenance operations.



City of TRUSSVILLE

Fire Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	6,014,300.79	5,711,880.39	(302,420.40)
PAYROLL - LONGEVITY PAY	28,000.00	28,000.00	-
PAYROLL - OVERTIME	70,000.00	70,000.00	-
PAYROLL TAX EXPENSE	481,144.06	456,950.43	(24,193.63)
RETIREMENT EXPENSE	631,137.14	640,915.73	9,778.59
INSURANCE - EMPLOYEE HEALTH	841,617.60	727,098.24	(114,519.36)
INSURANCE - EMPLOYEE OTHER	22,000.00	22,000.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	99,300.00	99,300.00	-
EMPLOYMENT PHYSICALS/BACKGROUND	27,000.00	29,000.00	2,000.00
UNIFORMS & ACCESSORIES	40,000.00	35,000.00	(5,000.00)
EDUCATION & TRAINING FEES (FIRE)	45,000.00	30,000.00	(15,000.00)
TRAVEL EXPENSES (FIRE)	4,000.00	3,500.00	(500.00)
TUITION REIMBURSEMENT	6,200.00	35,000.00	28,800.00
WATER, SEWER & GAS (Fire)	-	-	-
INTERNET/TV SERVICES (Fire)	-	-	-
FIRE HYDRANT SERVICE (Fire)	44,700.00	44,700.00	-
SUPPLIES - OFFICE	1,500.00	1,500.00	-
SUPPLIES - MARKETING/PROMOTIONAL	1,000.00	1,000.00	-
SUPPLIES - JANITORIAL (Fire)	28,000.00	28,000.00	-
SUPPLIES/MATERIALS - OPERATING	12,000.00	12,000.00	-
SUPPLIES - MEDICAL	144,200.00	132,500.00	(11,700.00)
FUEL - GASOLINE	80,000.00	100,000.00	20,000.00
PROFESSIONAL SERVICES	-	-	-
EMT LICENSE RENEWAL	4,000.00	3,000.00	(1,000.00)
DUES & SUBSCRIPTIONS	4,000.00	4,000.00	-
MEDICAL WASTE	6,000.00	6,000.00	-
JEFF CO EMERGENCY MANAGEMENT	45,000.00	45,118.00	118.00
MEDICAL SUPPLY STORAGE (Fire)	800.00	-	(800.00)
RENTAL - EQUIPMENT	3,000.00	1,500.00	(1,500.00)
EMERGENCY MED TRANSPORT FEES	45,000.00	45,000.00	-
COLLECTION FEES - AMBULANCE SERVICE	1,800.00	1,800.00	-
EMS BILLING - AMBULANCE SERVICE	48,000.00	52,000.00	4,000.00
BAD DEBT - AMBULANCE SERVICE	480,000.00	465,000.00	(15,000.00)
MAINT CONTRACTS-SOFTWARE (Fire)	78,700.00	72,000.00	(6,700.00)
MAINT CONTRACTS-EQUIPMENT (Fire)	63,900.00	63,000.00	(900.00)
REPAIR & MAINT-VEHICLE (Fire)	200,000.00	200,000.00	-
REPAIR & MAINT-BUILDINGS (Fire)	60,000.00	62,000.00	2,000.00
REPAIR & MAINT-EQUIPMENT (Fire)	25,000.00	20,000.00	(5,000.00)
REPAIR & MAINT-GROUNDS (Fire)	2,000.00	-	(2,000.00)
REPAIR & MAINT-TECHNOLOGY (Fire)	2,000.00	2,000.00	-
SMALL EQUIPMENT/FURN (<\$5K)	25,000.00	25,000.00	-
PROTECTIVE EQUIPMENT/TURN OUT GEAR (Fire)	75,000.00	105,000.00	30,000.00
MISCELLANEOUS EXPENSE	276.00	500.00	224.00
	<u>9,790,575.59</u>	<u>9,381,262.79</u>	<u>(409,312.80)</u>

The Trussville Fire Department provides fire suppression, emergency medical response, rescue services, fire prevention, and other emergency services throughout the City. The department is staffed by 66 firefighters, supported administratively by one Accounting Assistant. Fire personnel operate across the City's stations and provide around-the-clock emergency response while also participating in training, inspections, public education, and emergency preparedness activities. This proposed budget includes an increase in tuition reimbursement in order to assist the city with the recruitment and retention of paramedics.



City of TRUSSVILLE

Public Works & Park Maintenance Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	868,227.35	1,872,013.81	1,003,786.46
PAYROLL - LONGEVITY PAY	3,050.00	9,100.00	6,050.00
PAYROLL - OVERTIME	18,000.00	20,500.00	2,500.00
PAYROLL TAX EXPENSE	69,458.27	149,761.10	80,302.83
RETIREMENT EXPENSE	85,791.30	193,852.37	108,061.07
INSURANCE - EMPLOYEE HEALTH	230,000.00	384,974.16	154,974.16
INSURANCE - EMPLOYEE OTHER	3,000.00	4,700.00	1,700.00
INSURANCE - WORKERS COMP/UNEMPLOYMENT	34,800.00	57,600.00	22,800.00
EMPLOYMENT PHYSICALS/BACKGROUND	600.00	1,725.00	1,125.00
UNIFORMS & ACCESSORIES	21,900.00	31,660.63	9,760.63
EDUCATION & TRAINING FEES (PW)	650.00	3,873.75	3,223.75
TRAVEL EXPENSES (PW)	1,250.00	400.00	(850.00)
POWER (PW) - STREET LIGHTS	222,000.00	-	(222,000.00)
POWER (PW) - TRAFFIC SIGNALS	24,000.00	-	(24,000.00)
SUPPLIES - OFFICE	200.00	200.00	-
SUPPLIES - JANITORIAL (PW)	300.00	3,448.48	3,148.48
SUPPLIES/MATERIALS - OPERATING	7,000.00	7,000.00	-
SUPPLIES/MATERIALS - OPERATING (PM)	-	19,687.26	19,687.26
SUPPLIES - FERTILIZER/HERBICIDE	-	41,175.77	41,175.77
SUPPLIES - STRAW/MULCH	-	6,570.68	6,570.68
SUPPLIES - BEDDING PLANTS	-	1,468.18	1,468.18
FUEL - GASOLINE	-	27,246.00	27,246.00
SUPPLIES - STREET SIGNS	7,500.00	17,000.00	9,500.00
SUPPLIES - PESTICIDES	3,000.00	3,000.00	-
FUEL - GASOLINE	45,000.00	50,000.00	5,000.00
INSURANCE - LIABILITY & PROPERTY (Park Maint)	-	57.40	57.40
PROFESSIONAL SERVICES	-	850.00	850.00
DUES & SUBSCRIPTIONS	1,000.00	1,255.87	255.87
LANDFILL CHARGES	11,000.00	11,000.00	-
ANIMAL CONTROL	20,000.00	20,000.00	-
RENTAL - EQUIPMENT	5,000.00	4,000.00	(1,000.00)
RENTAL - EQUIPMENT	-	14,251.08	14,251.08
ENGINEERING SERVICES	1,000.00	1,000.00	-
MAINT CONTRACTS-SOFTWARE (PW)	5,400.00	5,400.00	-
MAINT CONTRACTS-EQUIPMENT (PW)	7,000.00	4,965.00	(2,035.00)
REPAIR & MAINT-VEHICLE (PW)	20,000.00	24,576.84	4,576.84
REPAIR & MAINT-BUILDINGS (PW)	5,000.00	15,800.00	10,800.00
REPAIR & MAINT-EQUIPMENT (PW)	45,000.00	55,000.00	10,000.00
REPAIR & MAINT-GROUNDS (PW)	20,000.00	25,000.00	5,000.00
REPAIR & MAINT-TECHNOLOGY (PW)	500.00	-	(500.00)
REPAIR & MAINT-DRAINAGE STRUCTURES	10,000.00	5,000.00	(5,000.00)
REPAIR & MAINT-STREETS (PW)	15,000.00	12,000.00	(3,000.00)
REPAIR & MAINT-EQUIPMENT (Park Maint)	-	20,148.91	20,148.91
REPAIR & MAINT-GROUNDS (Park Maint)	-	85,064.42	85,064.42
REPAIR & MAINT-TENNIS COURTS (Rec)	-	1,365.59	1,365.59
REPAIR & MAINT-BALLFIELDS (Park Maint)	-	20,000.00	20,000.00
SMALL EQUIPMENT/FURN (<\$5K)	7,000.00	8,038.00	1,038.00
SMALL EQUIPMENT/FURN (<\$5K)	-	11,000.00	11,000.00
TECHNOLOGY EQUIPMENT (PW)	-	-	-
TRAFFIC CONTROL DEVICES	17,000.00	30,000.00	13,000.00
MISCELLANEOUS EXPENSE	500.00	5,350.00	4,850.00
MISCELLANEOUS EXPENSE (PM)	-	5,500.00	5,500.00
	1,836,126.92	3,293,580.30	1,457,453.38

Public Works and Park Maintenance have been merged into a single department with thirty eight employees to improve coordination, streamline operations, and create greater efficiency in the management of City infrastructure, grounds, and public spaces. As a result, FY27 reflects these previously separate functions within one consolidated departmental budget.



City of TRUSSVILLE

Civic Center Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	718,063.08	848,171.38	130,108.30
PAYROLL - LONGEVITY PAY	2,800.00	2,800.00	-
PAYROLL - OVERTIME	7,600.00	5,000.00	(2,600.00)
PAYROLL TAX EXPENSE	57,445.05	67,853.71	10,408.66
RETIREMENT EXPENSE	62,503.09	82,351.86	19,848.77
INSURANCE - EMPLOYEE HEALTH	87,760.56	141,105.12	53,344.56
INSURANCE - EMPLOYEE OTHER	2,000.00	2,000.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	4,600.00	4,600.00	-
EMPLOYMENT PHYSICALS/BACKGROUND CHECKS	500.00	500.00	-
UNIFORMS & ACCESSORIES	700.00	700.00	-
EDUCATION & TRAINING FEES (CIVIC CTR)	2,000.00	2,000.00	-
TRAVEL EXPENSES (CIVIC CTR)	1,000.00	1,000.00	-
POWER (Civic Ctr)	190,000.00	-	(190,000.00)
WATER, SEWER & GAS (Civic Ctr)	35,500.00	-	(35,500.00)
COMMUNICATION SERVICES (Civic Ctr)	5,900.00	-	(5,900.00)
INTERNET/TV SERVICES (Civic Ctr)	31,000.00	-	(31,000.00)
GARBAGE SERVICES (Civic Ctr)	8,100.00	3,000.00	(5,100.00)
POSTAGE	700.00	700.00	-
SUPPLIES - OFFICE	1,800.00	1,500.00	(300.00)
SUPPLIES - SPECIAL EVENTS	1,500.00	750.00	(750.00)
SUPPLIES - JANITORIAL (Civic Ctr)	30,000.00	30,000.00	-
SUPPLIES/MATERIALS - OPERATING	7,200.00	6,500.00	(700.00)
MILEAGE REIMBURSEMENT	137.00	-	(137.00)
FUEL - GASOLINE	2,300.00	2,300.00	-
PROFESSIONAL SERVICES	2,660.00	2,660.00	-
LEGAL & ACCOUNTING SERVICES	16,000.00	16,000.00	-
MARKETING/PROMOTIONAL	8,000.00	10,000.00	2,000.00
LINEN/LAUNDRY SERVICES	150.00	150.00	-
DUES & SUBSCRIPTIONS	7,000.00	7,000.00	-
RENTAL - EQUIPMENT	2,000.00	1,500.00	(500.00)
LEASED EQUIPMENT	5,400.00	500.00	(4,900.00)
CIVIC CENTER CATERER SERVICES	230,000.00	215,000.00	(15,000.00)
PROGRAM INSTRUCTORS	4,200.00	4,200.00	-
MAINT CONTRACTS-SOFTWARE (Civic Ctr)	4,500.00	4,500.00	-
MAINT CONTRACTS-EQUIPMENT (Civic Ctr)	11,720.54	-	(11,720.54)
REPAIR & MAINT-VEHICLE (Civic Ctr)	2,600.00	-	(2,600.00)
REPAIR & MAINT-BUILDINGS (Civic Ctr)	50,000.00	55,000.00	5,000.00
REPAIR & MAINT-EQUIPMENT (Civic Ctr)	3,000.00	3,000.00	-
REPAIR & MAINT-GROUNDS (Civic Ctr)	4,000.00	4,000.00	-
REPAIR & MAINT-FITNESS EQUIP (Civic Ctr)	1,000.00	1,500.00	500.00
REPAIR & MAINT-TECHNOLOGY (Civic Ctr)	1,000.00	1,000.00	-
SMALL EQUIPMENT/FURN (<\$5K)	7,000.00	10,500.00	3,500.00
MISCELLANEOUS EXPENSE	500.00	500.00	-
BANK/CC SERVICE CHARGES	750.00	-	(750.00)
DONATED FACILITY USAGE	(7,500.00)	-	7,500.00
	1,615,089.32	1,539,842.07	(75,247.25)

The Civic Center budget currently accounts for twenty employees who support the operation, programming, maintenance, and daily needs of the facility. These employees help manage the wide range of recreational, fitness, event, and community services offered through the Civic Center while ensuring the facility remains safe, welcoming, and accessible to residents and visitors.



City of TRUSSVILLE

Senior Center Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	156,493.25	210,588.22	54,094.97
PAYROLL - OVERTIME	200.00	200.00	-
PAYROLL TAX EXPENSE	12,519.46	16,847.06	4,327.60
RETIREMENT EXPENSE	13,727.71	20,560.89	6,833.18
INSURANCE - EMPLOYEE HEALTH	23,639.04	38,971.68	15,332.64
INSURANCE - EMPLOYEE OTHER	600.00	600.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	1,400.00	1,400.00	-
EMPLOYMENT PHYSICALS/BACKGROUND CHECKS	200.00	200.00	-
EDUCATION & TRAINING FEES (SR CTR)	250.00	250.00	-
TRAVEL EXPENSES (SR CTR)	200.00	400.00	200.00
SUPPLIES - OFFICE	400.00	400.00	-
SUPPLIES - JANITORIAL (Sr Ctr)	8,500.00	8,500.00	-
SUPPLIES/MATERIALS - OPERATING	2,000.00	2,000.00	-
SUPPLIES - PROGRAM ACTIVITIES	7,000.00	7,000.00	-
MILEAGE REIMBURSEMENT	131.00	131.00	-
DUES & SUBSCRIPTIONS	400.00	400.00	-
RENTAL - EQUIPMENT	1,700.00	1,700.00	-
PROGRAM INSTRUCTORS	6,000.00	5,000.00	(1,000.00)
MAINT CONTRACTS-SOFTWARE (Sr Ctr)	1,800.00	2,000.00	200.00
MAINT CONTRACTS-EQUIPMENT (Sr Ctr)	7,300.00	7,000.00	(300.00)
REPAIR & MAINT-BUILDINGS (Sr Ctr)	13,500.00	13,500.00	-
REPAIR & MAINT-EQUIPMENT (Sr Ctr)	3,000.00	3,000.00	-
SMALL EQUIPMENT/FURN (<\$5K)	2,000.00	2,000.00	-
MISCELLANEOUS EXPENSE	500.00	500.00	-
NUTRITION PROGRAM	19,000.00	19,000.00	-
	282,460.46	362,148.85	79,688.39

The Senior Center provides programs, activities, and services designed to support and engage Trussville's senior adult community. The department is staffed by a Director, two Coordinators, one Janitor, and a part-time Laborer who work together to manage daily operations, coordinate programming and events, maintain the facility, and provide assistance to those who utilize the Center. Through recreational, educational, social, and wellness-focused opportunities, the Senior Center serves as an important community resource while providing a welcoming environment for seniors to remain active and connected.



City of TRUSSVILLE

Gymnastics & Cheer Expenditures

Name	FY2026	FY2027	Change
PAYROLL - BASE	543,756.00	453,372.10	(90,383.90)
PAYROLL - LONGEVITY PAY	400.00	400.00	-
PAYROLL - OVERTIME	2,100.00	2,100.00	-
PAYROLL TAX EXPENSE	43,500.53	36,269.77	(7,230.76)
RETIREMENT EXPENSE	32,870.16	30,694.87	(2,175.29)
INSURANCE - EMPLOYEE HEALTH	77,654.40	69,499.20	(8,155.20)
INSURANCE - EMPLOYEE OTHER	1,100.00	1,100.00	-
INSURANCE - WORKER'S COMP/UNEMPLOY (Gym)	3,300.00	3,300.00	-
EMPLOYMENT PHYSICALS/BACKGROUND CHECKS (Gym)	750.00	600.00	(150.00)
UNIFORMS (Employees) (Gym)	5,061.00	2,629.00	(2,432.00)
EDUCATION & TRAINING FEES (Gym)	3,000.00	241.95	(2,758.05)
TRAVEL EXPENSES (Gym)	-	-	-
SUPPLIES-UNIFORMS/JERSEYS (Gym)	35,311.47	20,000.00	(15,311.47)
SUPPLIES-TROPHYS/AWARDS (Gym)	3,301.19	1,500.00	(1,801.19)
SUPPLIES-MERCHANDISE (Gym)	107.82	-	(107.82)
SUPPLIES-CONCESSIONS (Gym)	1,000.00	-	(1,000.00)
SUPPLIES - OFFICE (Gym)	1,000.00	400.00	(600.00)
SUPPLIES - JANITORIAL (Gym)	7,000.00	7,500.00	500.00
SUPPLIES/MATERIALS - OPERATING (Gym)	4,000.00	5,250.00	1,250.00
PROFESSIONAL SERVICES (Gym)	-	-	-
MARKETING/PROMOTIONAL (Gym)	1,000.00	1,000.00	-
OFFICIALS (Gym)	15,000.00	600.00	(14,400.00)
ENTRY/REGISTRATION FEES (Gym)	37,200.00	-	(37,200.00)
DUES & SUBSCRIPTIONS (Gym)	1,500.00	1,800.00	300.00
MAINT CONTRACTS-EQUIPMENT (Gym)	52.99	-	(52.99)
REPAIR & MAINT-BUILDINGS (Gym)	1,200.00	2,000.00	800.00
REPAIR & MAINT-EQUIPMENT (Gym)	2,000.00	1,500.00	(500.00)
SMALL EQUIPMENT/FURN (<\$5K) (Gym)	5,000.00	5,000.00	-
REPAIR & MAINT-TECHNOLOGY	500.00	-	(500.00)
TRAVEL EXPENSE -EVENTS (GYM))	-	-	-
TRAVEL-SPONSORSHIPS (GYM)	1,000.00	1,500.00	500.00
DISCOUNTS FROM CONCESSIONS (Gym)	1,475.00	1,000.00	(475.00)
MISCELLANEOUS EXPENSE (GYM)	500.00	500.00	-
GYMNASTICS COMPETITION	58,500.00	55,000.00	(3,500.00)
GYMNASTICS MERCHANDISE	1,000.00	207.82	(792.18)
GYMNASTICS EVENTS	11,500.00	25,000.00	13,500.00
	902,640.56	729,964.71	(172,675.85)
PROGRAM INSTRUCTORS (Cheer)	60,000.00	332,500.00	272,500.00

Gymnastics and Cheer continue to be important recreational programs serving families throughout the Trussville community. Gymnastics remains within the City's operating budget and is staffed by a Director, four Senior Recreation Leaders, an Accounting Assistant, and a number of part-time coaches who support the program's classes, training, and competitive activities. When the two programs are combined, they are projected to generate \$1,106,000 in total operating revenue against \$1,062,464.71 in operating expenses, resulting in a slight net positive of \$43,535.29 to the City. While the goal of these programs is not to generate a profit, both have made significant strides in recent years toward improving their overall financial sustainability and narrowing the gap between revenues and expenses. These efforts allow the City to continue providing high-quality gymnastics and cheer programs while remaining mindful of the financial investment required to deliver these services to the community.



City of TRUSSVILLE

Library Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	1,126,867.98	1,087,755.58	(39,112.40)
PAYROLL - LONGEVITY PAY	5,400.00	5,400.00	-
PAYROLL - OVERTIME	1,500.00	1,500.00	-
PAYROLL TAX EXPENSE	90,149.44	87,020.45	(3,128.99)
RETIREMENT EXPENSE	106,831.55	103,467.52	(3,364.03)
INSURANCE - EMPLOYEE HEALTH	174,592.80	128,608.32	(45,984.48)
INSURANCE - EMPLOYEE OTHER	2,800.00	2,800.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	16,100.00	16,100.00	-
EMPLOYMENT PHYSICALS/BACKGROUND	300.00	300.00	-
EDUCATION & TRAINING FEES (LIBRARY)	8,000.00	9,000.00	1,000.00
TRAVEL EXPENSES (LIBRARY)	9,000.00	10,000.00	1,000.00
TUITION REIMBURSEMENT	12,782.00	8,000.00	(4,782.00)
SUPPLIES - OFFICE	3,000.00	2,500.00	(500.00)
SUPPLIES - JANITORIAL (Library)	7,600.00	8,500.00	900.00
SUPPLIES/MATERIALS - OPERATING	5,500.00	5,500.00	-
CIRCULATING MATERIALS	-	195,000.00	195,000.00
BOOKS	80,000.00	-	(80,000.00)
PERIODICALS	5,000.00	-	(5,000.00)
AUDIO BOOKS	2,500.00	-	(2,500.00)
VIDEO	13,500.00	-	(13,500.00)
DIGITAL	92,000.00	-	(92,000.00)
FUEL - GASOLINE	1,200.00	1,200.00	-
DUES & SUBSCRIPTIONS	20,000.00	13,000.00	(7,000.00)
LEASED EQUIPMENT	-	13,000.00	13,000.00
TECHNOLOGY INOVATION-JCLC	58,000.00	58,000.00	-
PROGRAMS	23,500.00	24900	1,400.00
MAINT CONTRACTS-EQUIPMENT (Library)	15,400.00	11,000.00	(4,400.00)
REPAIR & MAINT-VEHICLE (Library)	3,500.00	3,000.00	(500.00)
REPAIR & MAINT-BUILDINGS (Library)	15,000.00	12,000.00	(3,000.00)
REPAIR & MAINT-EQUIPMENT (Library)	2,000.00	5,000.00	3,000.00
REPAIR & MAINT-GROUNDS (Library)	1,000.00	900.00	(100.00)
REPAIR & MAINT-TECHNOLOGY (Library)	500.00	500.00	-
SMALL EQUIPMENT/FURN (<\$5K)	5,000.00	9,000.00	4,000.00
	<u>1,908,523.77</u>	<u>1,822,951.87</u>	<u>(85,571.90)</u>

The City of Trussville provides annual funding to support the operations and services of the Trussville Public Library. The Library is governed by a Board of Directors whose members are appointed by the Trussville City Council. The Board provides oversight and guidance for library operations while City funding supports staffing of 20 employees, programming, materials, facilities, and the continued delivery of library services to the community.



Vehicle Maintenance Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	80,000.00	56,000.00	(24,000.00)
PAYROLL TAX EXPENSE	-	4,480.00	4,480.00
RETIREMENT EXPENSE	-	5,095.32	5,095.32
INSURANCE - EMPLOYEE HEALTH	-	15,332.64	15,332.64
INSURANCE - EMPLOYEE OTHER	-	-	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	-	-	-
EMPLOYMENT PHYSICALS/BACKGROUND CHECKS	-	150.00	150.00
CONTRACTOR EXPENSE	-	56,000.00	56,000.00
SUPPLIES/MATERIALS - OPERATING	20,000.00	91,000.00	71,000.00
	100,000.00	228,057.96	128,057.96

The Vehicle Maintenance Division is a new division created near the end of FY26 as part of the City's effort to bring vehicle maintenance services in-house. The City is currently building out a dedicated vehicle maintenance shop and plans to begin operations during FY27. As part of this transition, portions of vehicle maintenance line items previously budgeted within individual departments have been shifted into the new Vehicle Maintenance Division to help offset its operating costs. As a result, some departments may show reductions in vehicle maintenance expenses that reflect a reallocation of those costs rather than an actual reduction in service. After six months of full operation, the Mayor will provide a report to the City Council analyzing actual costs, operational performance, and the savings achieved by moving vehicle maintenance services in-house.



City of TRUSSVILLE

Recreation Expenditures

Description	FY2026	FY2027	Change
PAYROLL - BASE	733,622.95	559,051.08	(174,571.87)
PAYROLL - LONGEVITY PAY	400.00	400.00	-
PAYROLL - OVERTIME	11,000.00	11,000.00	-
PAYROLL TAX EXPENSE	58,689.84	44,724.09	(13,965.75)
RETIREMENT EXPENSE	54,243.23	56,714.38	2,471.15
INSURANCE - EMPLOYEE HEALTH	111,320.16	118,332.96	7,012.80
INSURANCE - EMPLOYEE OTHER	2,000.00	2,000.00	-
INSURANCE - WORKERS COMP/UNEMPLOYMENT	3,300.00	3,300.00	-
EMPLOYMENT PHYSICALS/BACKGROUND	9,000.00	9,000.00	-
UNIFORMS & ACCESSORIES (Employees)	2,500.00	2,500.00	-
EDUCATION & TRAINING FEES (REC)	2,500.00	1,500.00	(1,000.00)
TRAVEL EXPENSES (REC)	6,900.00	2,900.00	(4,000.00)
INTERNET/TV SERVICES (Rec)	-	-	-
POSTAGE	-	-	-
SUPPLIES-UNIFORMS/JERSEYS	67,400.00	57,000.00	(10,400.00)
SUPPLIES-TROPHIES/AWARDS	8,000.00	8,000.00	-
SUPPLIES-CONCESSIONS	2,000.00	2,000.00	-
SUPPLIES - OFFICE	600.00	925.00	325.00
SUPPLIES - JANITORIAL (Rec)	36,000.00	36,000.00	-
SUPPLIES/MATERIALS - OPERATING	43,100.00	34,631.10	(8,468.90)
FUEL - GASOLINE	1,200.00	1,700.00	500.00
MARKETING/PROMOTIONAL	500.00	500.00	-
OFFICIALS	145,000.00	145,000.00	-
SCOREKEEPERS	2,500.00	2,500.00	-
SUPERVISORS	500.00	500.00	-
COACHES	40,000.00	40,000.00	-
EDUCATION & TRAINING-COACHES (REC)	5,000.00	5,315.00	315.00
LESSONS EXPENSE	-	-	-
CLINICS EXPENSE	-	-	-
ENTRY/REGISTRATION FEES	19,300.00	19,300.00	-
DUES & SUBSCRIPTIONS	3,700.00	5,000.00	1,300.00
RENTAL - EQUIPMENT	2,000.00	2,000.00	-
PROGRAM INSTRUCTORS	95,500.00	100,000.00	4,500.00
BAD DEBT EXPENSE	5,000.00	-	(5,000.00)
MAINT CONTRACTS-SOFTWARE (Rec)	3,200.00	-	(3,200.00)
MAINT CONTRACTS-EQUIPMENT (Rec)	19,800.00	10,000.00	(9,800.00)
REPAIR & MAINT-VEHICLE (Rec)	3,000.00	-	(3,000.00)
REPAIR & MAINT-BUILDINGS & POOL (Rec)	33,700.00	24,445.67	(9,254.33)
REPAIR & MAINT-EQUIPMENT (Rec)	20,400.00	20,400.00	-
REPAIR & MAINT-TECHNOLOGY (Rec)	500.00	-	(500.00)
SMALL EQUIPMENT/FURN (<\$5K)	12,300.00	8,000.00	(4,300.00)
MISCELLANEOUS EXPENSE	500.00	500.00	-
BANK/CC SERVICE CHARGES	-	4,129.56	4,129.56
DONATED REC FACILITIES USAGE	243,000.00	-	(243,000.00)
	1,809,176.18	1,339,268.84	(469,907.34)

The Recreation Division currently includes 11 full-time employees, along with additional part-time staff who support the City of Trussville's parks and recreation programming. The department is responsible for coordinating and delivering a wide range of athletic, recreational, and community programs while supporting leagues, events, facilities, and activities offered throughout the year. These employees play an important role in providing quality recreational opportunities for residents of all ages and helping ensure that the City's programs remain organized, accessible, and responsive to the needs of the community.



City of TRUSSVILLE

TED Expenditures

Description	FY2026	FY2027	Change
REPAIR & MAINT-GROUNDS (TED)	82,000.00	82,000.00	-
TECHNOLOGY EQUIPMENT (TED)	-	2,000.00	2,000.00
ADVERTISING/SPONSORSHIP RECEIPTS	(1,000.00)	-	1,000.00
INSURANCE - LIABILITY & PROPERTY (TED)	10,100.00	10,100.00	-
POWER (TED)	4,000.00	-	(4,000.00)
SUPPLIES - MARKETING (TED)	158.00	158.00	-
REPAIR/MAINT - TECHNOLOGY (TED)	500.00	500.00	-
LEGAL & ACCOUNTING SERVICES (TED)	1,000.00	1,000.00	-
PROFESSIONAL SERVICES (TED)	2,000.00	1,000.00	(1,000.00)
RENTAL - EQUIPMENT (TED)	2,000.00	2,000.00	-
DUES & SUBSCRIPTIONS (TED)	2,500.00	2,500.00	-
REPAIR & MAINT-EQUIPMENT (TED)	3,000.00	3,000.00	-
SMALL EQUIPMENT/FURN (<\$5K) (TED)	3,000.00	3,000.00	-
SECURITY (TED)	4,000.00	5,000.00	1,000.00
REPAIR & MAINT-BUILDINGS (TED)	5,000.00	5,000.00	-
SUPPLIES - OPERATING & MATERIALS (TED)	6,000.00	6,000.00	-
INTERNET/TV SERVICES (TED)	20,400.00	20,400.00	-
WATER, SEWER & GAS (TED)	24,000.00	24,000.00	-
MARKETING/PROMOTIONAL (TED)	54,000.00	54,000.00	-
PRODUCTION/LABOR SERVICES	24,000.00	28,000.00	4,000.00
MAINT CONTRACTS-EQUIPMENT (TED)	29,000.00	29,000.00	-
ENTERTAINMENT BOOKINGS (TED)	80,000.00	90,000.00	10,000.00
	355,658.00	368,658.00	13,000.00

The City of Trussville has made a significant investment in the development and continued success of the Trussville Entertainment District as a destination for residents, visitors, businesses, and community events. The FY27 budget includes only minor adjustments from prior years; however, additional programming funds are being requested to support more events and activities within the district. These funds are intended to increase visitation, strengthen activity throughout the week, and continue building the Trussville Entertainment District as a vibrant gathering place for the community.



FYE	Total	2024 Regions	2022-A	2022-B	2022 Bryant (1585)	2021 Synovus (8533)	2020-A Series	2018-A Series	2017 Series
2027	13,631,520.96	392,167.20	472,518.76	562,400.00	97,261.20	263,080.56	1,945,712.10	1,868,100.00	368,636.00
2028	13,210,044.54	392,167.20	470,143.76	563,650.00	12,454.77	263,080.56	1,939,962.00	1,877,600.00	365,684.00
2029	13,206,608.66	392,167.20	472,393.76	564,400.00		263,080.56	1,941,499.60	1,881,350.00	367,732.00
2030	13,126,759.45	392,167.20	469,268.76	563,650.00		263,080.56	2,005,396.90	1,822,350.00	369,616.00
2031	13,036,413.56	392,167.20	470,768.76	564,400.00		261,510.64	2,101,241.40	1,728,600.00	366,336.00
2032	12,779,167.68	392,167.20	471,768.76	563,650.00			2,123,739.95	1,707,200.00	368,056.00
2033	12,769,503.76	392,167.20	467,393.76	562,400.00			2,153,222.15	1,675,000.00	369,612.00
2034	15,097,188.72	228,764.20	468,643.76	561,850.00			2,155,387.40	1,672,400.00	366,004.00
2035	12,517,180.03	-	470,443.76	562,050.00			2,155,393.70	1,918,200.00	367,396.00
2036	14,067,799.70	-	471,843.76	561,850.00			2,152,916.80	1,917,400.00	1,918,624.00
2037	12,480,495.47	-	467,803.13	561,081.25			629,900.80	1,904,400.00	2,103,848.00
2038	5,712,017.03	-	468,315.63	559,737.50			627,544.00	1,784,600.00	
2039	11,781,853.76	-	468,415.63	562,878.13			6,710,160.00	1,792,200.00	
2040	9,920,923.66	-	467,784.38	560,121.88			6,720,742.40	1,782,200.00	
2041	5,843,159.38	-	466,409.38	561,450.00				4,425,200.00	
2042	1,421,384.38	-	469,487.50	562,121.88					
2043	1,418,256.26	-	467,018.75	562,137.51					
2044	1,418,156.26	-	468,812.50	561,268.76					
2045	1,410,662.52	-	464,862.50	559,506.26					
2046	1,411,568.76	-	465,350.00	557,068.76					
2047	1,410,468.76	-	465,162.50	558,843.76					
2048	1,407,431.26	-	464,300.00	559,718.76					
2049	1,026,821.88	-	467,412.50	559,409.38					
2050	1,022,393.76	-	464,490.63	557,903.13					
2051	1,021,231.26	-	465,759.38	555,471.88					
2052	1,023,103.13	-	466,103.13	557,000.00					
2053	1,018,009.38	-	465,521.88	552,487.50					
		-							
	194,190,123.97	2,973,934.60	12,638,197.02	15,138,506.34	109,715.97	1,313,832.88	35,362,819.20	29,756,800.00	7,331,544.00

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City of TRUSSVILLE

Department Head Request

Description	Department	Amount
60inch Zero Turn	Public Works	13,000.00
60inch Zero Turn	Public Works	13,000.00
60inch Zero Turn	Public Works	13,000.00
60inch Zero Turn	Public Works	13,000.00
Batwing Bushop (FC15E Flex)	Public Works	25,000.00
Landscape Truck	Public Works	95,000.00
Landscape Truck	Public Works	95,000.00
Landscape Truck	Public Works	95,000.00
Mulcher Head for Skid-Steer	Public Works	41,300.00
Mulcher Attachement for Dingo	Public Works	15,000.00
Kubota UTV	Public Works/Park Maintenance	25,000.00
Mounted Belt Blade Sharpener	Public Works/Park Maintenance	4,600.00
Multi Process Gas Shielded welder	Public Works/Park Maintenance	5,200.00
Rescue Truck Rechassis	Fire	200,000.00
Staff Vehicle	Fire	70,000.00
Staff Vehicle	Fire	70,000.00
Staff Vehicle	Fire	70,000.00
5 SCBAs	Fire	50,000.00
Aerial Truck	Fire	1,700,000.00
25 Computers	IT	35,000.00
3 Switches	IT	12,000.00
25 Monitors	IT	7,500.00
2 Access Point	IT	1,800.00
10 Rugged Laptops	IT	25,000.00
Staff Vehicle	IT	30,000.00
Gym Floors	Civic Center	5,400.00
Auditorium Sound Upgrade	Civic Center	28,867.37
Auditorium LED Wall	Civic Center	81,651.92
Police Vehicle	Police	76,060.00
Police Vehicle	Police	76,060.00
Police Vehicle	Police	76,060.00
Police Vehicle	Police	76,060.00
Inmate Booking System Upgrade	Police	26,350.00
Maintenance Truck	Inspections	42,000.00
Maintenance Truck	Building Maintenance	42,000.00
Update Youth Restrooms	Library	12,000.00
Interior Paint, Wall Repair, Wallpaper	Library	35,000.00
Create Study Room	Library	25,000.00
Replace Light Fixtures	Library	16,000.00
		-
Dehumidifier System	Library	18,000.00
Replace Security Cameras	Library	33,000.00
(2) New Service Desk in Adult Department	Library	9,000.00
Teen Space Remodel	Library	8,000.00
ADA Compliant Entry at rear of building	Library	12,000.00
Outdoor seating and program space	Library	35,000.00
		<u>3,457,909.29</u>

The highlighted items represent my recommended FY27 expenditures from the requests submitted by department heads and total approximately \$600,000. Should the City experience additional revenue growth and remain in a strong financial position as the fiscal year progresses, I will bring additional capital requests to the City Council for consideration on a case-by-case basis based on need and the overall economic outlook as we continue to strengthen reserves.

Resolution No. 2026-

A Resolution Granting a 2.5% Cost of Living Adjustment Salary Increase to Public Safety & Firefighter Employees & 2.0% Cost of Living Adjustment Salary Increase to All Other Classified and Non-Classified City Employees; Said Increases Shall Be Effective with the Pay Period Beginning October 3, 2026

BE IT RESOLVED by the City Council of the City of Trussville, Alabama while in regular session as follows:

Section 1. That a 2.5% cost of living adjustment salary increase is hereby authorized to City employees paid on the Public Safety & Firefighter salary schedules; and

Section 2. That a 2.0% cost of living adjustment salary increase is hereby authorized to City classified and non-classified employees paid on the City salary schedule; and

Section 3. That said salary increases shall become effective with the pay period beginning October 3, 2026; and

Section 4. That the new salary schedules are incorporated into this resolution by reference; and

ADOPTED AND APPROVED THIS THE 22ND OF SEPTEMBER 2026

Brian Jackson, Council President Pro Tem

Ben Short, Mayor
City of Trussville

Attest: _____
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 22nd day of September 2026, while in regular session on Tuesday, September 22, 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 23rd day of September 2026

Dan Weinrib MMC, City Clerk

**AN ORDINANCE TO ALTER AND REARRANGE THE BOUNDARY LINE
OF THE CITY OF TRUSSVILLE, ALABAMA, SO AS TO INCLUDE
WITHIN THE CORPORATE LIMITS CERTAIN OTHER TERRITORY
CONTIGUOUS TO SAID CITY**

WHEREAS, this Council does hereby determine that matters set forth in that certain petition by:

Gary R. Gammon & Ginger C. Gammon
5085 Branchville Road
Trussville, AL 35173

Parcel No. 12-00-12-4-000-019.000-RR

wherein the owner of the property described therein and hereinafter described in this Ordinance, requested that said property be annexed to the City of Trussville are true, and that it is in the public interest that said property be annexed to the City of Trussville.

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

Section 1. Incorporation: That under the provisions of the Code of Alabama, 1975, 11-42-21, the corporate limits of the City of Trussville, Alabama be, and the same are altered and rearranged so as to include, in addition to the territory already within the corporate limits of said City, the territory described in Exhibit "A" attached hereto and made a part hereof, which territory is contiguous to said City and not within the corporate limits of any other municipality.

Section 2. Zoning: The zoning of the property described on Exhibit "A" attached hereto will convert to the most compatible City of Trussville zoning classification, that classification being **A-1 (Agricultural)** with the stipulated prohibition on mobile or manufactured homes.

Section 3. Fire Dues: Pursuant to Act No. 604, as amended, of the 1976 Alabama Legislature, the City does hereby agree that if the territory described in this ordinance, or part thereof, is in any fire district organized under the laws of the State of Alabama, an amount shall be paid to the fire district equal to six times the amount of dues that the owner(s) of the territory being annexed paid to the fire district the preceding year, with said payment to be made by the property owner(s); otherwise, as to the defaulting property owners(s), this ordinance shall be null, void, and of no effect.

Section 4. Annexation Inspection Fee: The city's annexation inspection fee shall be waived.

Section 5. Severability: 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 notwithstanding such holding. If any part, section or subdivision of this ordinance or document, map, or petition to which it may refer shall be held unconstitutional or invalid as to any portion of the territory annexed herein, such holding shall not be construed to impair or invalidate the ordinance as to the territory not included in or affected by such holding.

Section 6. Publication: The City Clerk shall file a certified copy of the property described in Exhibit "A" attached hereto, and a certified copy of this ordinance with the Probate Judge of the county in which the property is located, and also cause a copy of this ordinance to be published in a newspaper of general circulation in the City of Trussville, or to be published by posting as provided by law.

Section 7. Repealer: 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.

ANNEXATION PETITION

TO: THE CITY OF TRUSSVILLE, ALABAMA, a municipal corporation

Comes now the undersigned, being all of the owners of the property described on Exhibit "A" attached hereto, which said property described is located and contained within an area contiguous to the corporate limits of the City of Trussville, Alabama, which said property does not lie within the corporate limits or police jurisdiction of any other municipality, and request that the property described on Exhibit "A" attached hereto be annexed to the said City of Trussville, Alabama, and further request the governing body of the City of Trussville, Alabama to adopt an ordinance assenting to the annexation of said property to the City of Trussville, Alabama so as to embrace said property and further providing that said property shall become a part of the corporate area of the City of Trussville, Alabama, upon the date of publication of the said ordinance.

The zoning of the property described on Exhibit "A" attached hereto will convert to the most compatible City of Trussville zoning classification, the current zoning classification being

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Pursuant to Act No. 604, as amended, of the 1976 Alabama Legislature, the City does hereby agree that if the territory described in this petition or part thereof, is in any fire district organized under the laws of the State of Alabama, an amount shall be paid to the fire district equal to six times the amount of dues that the owner(s) of the territory being annexed paid to the fire district the preceding year, with said payment to be made by the property owner(s); otherwise, as to the defaulting property owners(s), this ordinance shall be null, void, and of no effect.

Your petitioners would further show that Exhibit "A" contains an accurate legal description of the property or territory proposed to be annexed, and that attached hereto and marked Exhibit "B" is a map of said territory showing its relationship to the limits of the City of Trussville, Alabama, and that the signatures of all of the owners of the property sought to be annexed herein are affixed to this petition.

Gary R Gammon
Print - Property Owner or Company Name
Ginger C. Gammon
Print - Property Owner or Company Agent
5085 Branchville Rd
Property Address
12 00 12 4 000 019.000
Tax Parcel I.D. No.

0
Total Number of Household Occupants

Is property is a fire district? Yes No
Circle One

[Signature]
Signature
Ginger C Gammon
Signature
6791 Happy Hollow Rd
Owner Address (If different)
334 657 - 6212
Owner telephone

0
No. of occupants 18 years of age & older

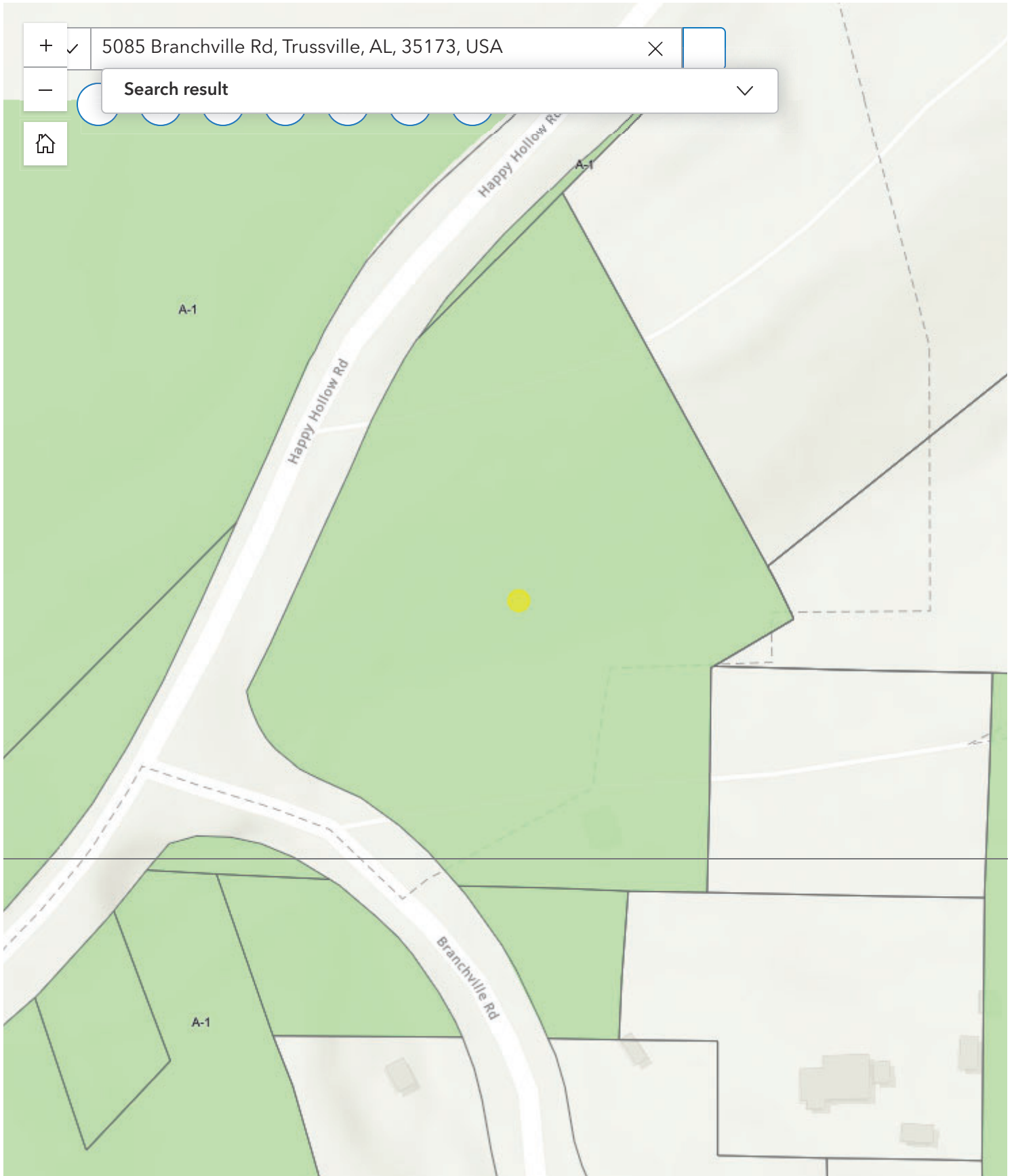
0
Ages of occupants under 18 years of age



Jefferson County Parcel Look-up

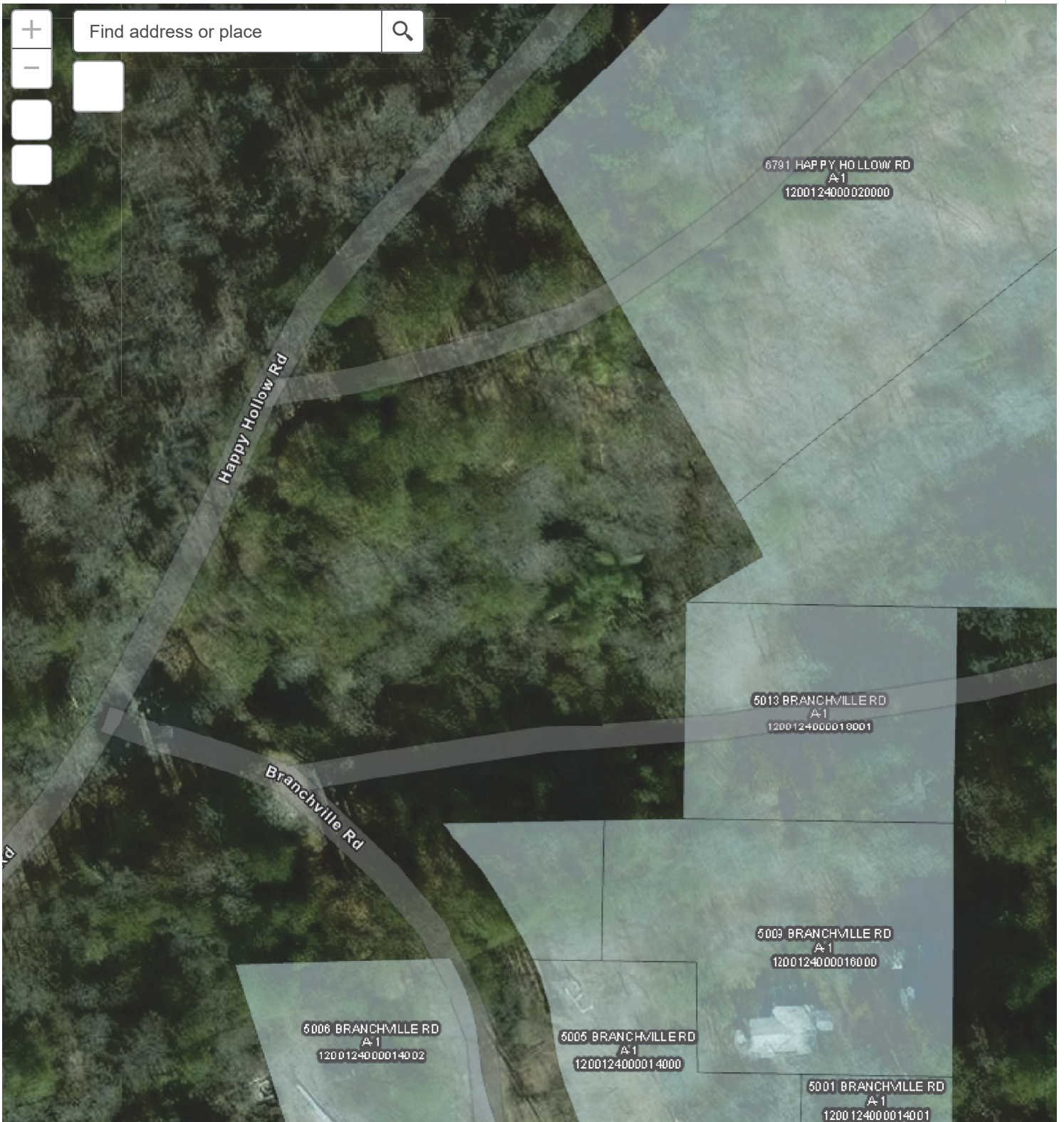


Jefferson County Zoning Look-up





Trussville Zoning Map



100ft

-86.585 33.651 Degrees

ADOPTED AND APPROVED THIS THE 22ND OF SEPTEMBER 2026

Brian Jackson, Council President Pro Tem

Ben Short, Mayor
City of Trussville

Attest: _____
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 22nd day of September 2026.

The above and foregoing ordinance was published on the 223rd day of September 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 23rd day of September 2026

Dan Weinrib MMC, City Clerk

CITY OF TRUSSVILLE, ALABAMA

ORDINANCE NO. 2026-_____-PZ

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRUSSVILLE, ALABAMA, ESTABLISHING A TEMPORARY MORATORIUM ON THE DEMOLITION OF RESIDENTIAL STRUCTURES WITHIN THE CAHABA PROJECT DISTRICT, BEING THAT TERRITORY WITHIN THE SURVEY OF CAHABA AS RECORDED IN MAP BOOK 29, PAGES 30, 31, AND 32, IN THE OFFICE OF THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA.

WHEREAS, the Cahaba Project District, comprising that territory within the Survey of Cahaba as recorded in Map Book 29, Pages 30, 31, and 32, in the Office of the Judge of Probate of Jefferson County, Alabama was constructed beginning in 1935 as a New Deal-era federal housing project under the Resettlement Administration, and is widely recognized as one of the largest and most intact planned communities of the Great Depression era remaining in the United States;

WHEREAS, the Cahaba Project District was listed on the National Register of Historic Places on March 29, 2006 (NRHP Ref. No. 06000745), and constitutes the historic heart and founding neighborhood of the City of Trussville;

WHEREAS, the City Council finds that the demolition of original residential structures within the Cahaba Project District shall cause an irreversible harm to the cultural, architectural, and historic character of the City;

WHEREAS, the Planning and Zoning Commission and the City Council are actively deliberating on the adoption of an amendment to the City's Ordinances regarding the demolition and construction of residential structures within the Cahaba Project District;

WHEREAS, the City Council finds that it is necessary and prudent to establish a temporary moratorium on demolitions within the Cahaba Project District during the pendency of those deliberations, to preserve the status quo and prevent irreversible loss of original residential structures before permanent regulatory protections are enacted;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Trussville, Alabama, while in regular session on Tuesday, September 22, 2026, a quorum duly assembled, that the following moratorium be approved for residential structures within the Cahaba Project District:

Section 1. Definitions.

As used in this Ordinance, the following terms shall have the meanings set forth below:

"Cahaba Project District" means the territory comprising that territory within the Survey of Cahaba as recorded in Map Book 29, Pages 30, 31, the Cahaba Project Mixed Residential District as established by the Trussville Zoning Ordinance, being and 32, in the Office of the Judge of Probate of Jefferson County, Alabama. For purposes of this Ordinance, the Cahaba Project District is coextensive with the Cahaba Homestead Village Historic District listed on the National Register of Historic Places (NRHP Ref. No. 06000745).

"Residential Structure" means any building or portion of a building located within the Cahaba Project District that is located on a property with a residential zoning designation under the City's zoning ordinance.

Section 2. Temporary Moratorium on Demolition.

(a) Moratorium Established. Effective upon passage and publication of this Ordinance, and for the duration of the Moratorium Period as defined in Section 4(b), the building official shall not accept an application for a permit for the demolition of a residence within the Cahaba Project District.

FIRST READING ONLY

(b) **Moratorium Period.** The moratorium established by this Ordinance shall remain in effect for ninety (90) days following the effective date of this Ordinance, or until such date as the City Council adopts a final ordinance establishing standards for the construction of residential structures within the Cahaba Project District ("Moratorium Period"). The Moratorium Period shall automatically expire and the Ordinance shall be repealed upon the earlier of these two events without the need for further action by the City Council.

(c) This Ordinance shall not apply to any application for demolition permits issued prior to the effective date of this Ordinance.

Section 3. Exemptions.

(a) The following categories of work are expressly exempt from the moratorium established by this Ordinance:

1. Any work authorized by Chapter 38, articles III and IV of the Code of Ordinances or applicable state law.
2. Demolition of accessory structures, outbuildings, detached garages, sheds, or other non-primary structures that are not physically attached to or structurally integrated with the primary residential dwelling on a lot.
3. Demolition of a residential structure has been rendered structurally unsound by fire, flood, tornado, windstorm, or other casualty event.
4. Any property owned by any local, state, or federal government.

(b) A petition for an exemption under this Section shall be submitted in writing to the Inspections Department accompanied by written documentation supporting the grounds stated, including any inspection reports, engineering assessments, photographs, or casualty documentation from an insurance company.

Section 4. Enforcement and Penalties.

Any violation of this Ordinance shall be subject to the penalties prescribed under Section 1-5 of the Code of Ordinances or applicable state law.

Section 5. Severability.

If any provision of this Ordinance, or its application to any person or circumstance, is found by a court of competent jurisdiction to be invalid, unconstitutional, or unenforceable, the remaining provisions and their application to other persons or circumstances shall not be affected and shall continue in full force and effect.

Section 6. Effective Date.

This Ordinance shall take effect and be in force immediately upon its passage and publication as required by Section 11-45-8, Code of Alabama 1975.

FIRST READING ONLY

Ordinance No. 2026- -ADM

An Ordinance to Declare Certain City Property Located at 525 Main Street as Surplus, then Subsequently Authorize the Mayor to Sign a Purchase and Sale Agreement with TDG Development Company, LLC

BE IT ORDAINED by the City Council of the City of Trussville, Alabama that certain city-owned property, located at **525 Main Street** & more particularly identified as twelve (12) acres within the 28-acre Lot 2 of the recorded Final Minor Subdivision Plat – Blackwater’s Addition to Trussville Plat No. 1 (**Exhibit 1**) is hereby declared to be surplus; and

BE IT FURTHER ORDAINED that the Mayor is hereby authorized to sign a proposed Purchase and Sale Agreement with **TDG Development Company, LLC (Exhibit 2)** for the purchase price of **One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00)**

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this “**Agreement**”) is made and entered into, this the ____ day of _____, 2026 (the “**Effective Date**”), by and between **CITY OF TRUSSVILLE**, an Alabama municipal corporation (hereinafter referred to as “**Seller**”), and **TDG DEVELOPMENT COMPANY, LLC**, a Delaware limited liability company, and/or its successors or assigns (hereinafter referred to as “**Purchaser**”).

ARTICLE I SALE OF PROPERTY

1.1 Subject to the terms and conditions hereinafter set forth, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the following:

- (a) That certain real property located in the City of Trussville (the “**City**”), County of Jefferson, State of Alabama, containing approximately 12.00 acres, being a portion of Parcel Identification Number 1200262006029000, said tract being depicted on **Exhibit ”A”** attached to this Agreement and by this reference made a part hereof (the “**Land**”), together with (i) all buildings and improvements (collectively and if any, the “**Improvements**”) located on, in or under the Land, if any; (ii) any land lying in or under the bed of any highway, avenue, street, road, alley, sidewalk, or right-of-way, open or proposed, in, on, across, above, over, abutting or adjacent to Land; (iii) all rights, titles and interest in and to any strips, gaps or gores of real estate abutting or adjoining the Land; (iv) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and hereditaments appurtenant to the Land and the Improvements; (v) all riparian and other water rights, titles and interests; (vi) any and all present and reversionary mineral rights and interests of Seller relating to the Land, or any portion thereof; and (vii) all rights, titles, interests, powers, privileges, interests, licenses, easements and rights-of-way appurtenant or incident to any of the foregoing (such Land, Improvements and other rights, titles and interests as set forth herein being referred to collectively as the “**Realty**”);
- (b) All of Seller’s rights, titles and interests in and to all agreements, leases and other agreements which relate to or affect the Land, the Improvements, or the operation thereof, if any (collectively, the “**Contracts**”); and
- (c) All of Seller’s rights, titles, and interests in and to (i) all assignable applications, bonds, permits, licenses, approvals, utility rights, entitlements, development rights and similar rights related to the Land or Improvements, or any portion thereof, whether granted by governmental authorities or private persons; and (ii) all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans or studies of any kind that relate to the Land, the Improvements, or any portion thereof, if any; (collectively, the “**Intangibles**”).

The Realty, the Contracts and the Intangibles are collectively referred to as the “**Property**”.

ARTICLE II PURCHASE PRICE AND EARNEST MONEY

2.1 The purchase price (the “**Purchase Price**”) for the Property shall be **ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00)** and is payable in the manner set forth in Article III below.

2.2 Earnest money in the amount of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** (the “**Initial Earnest Money**”) shall be payable by Purchaser to Watkins & Eager PLLC in its capacity as title agent for Old Republic National Title Insurance Company, as escrow agent (the “**Escrow Agent**” or “**Title Company**”), within three (3) days after the Effective Date. In the event Purchaser fails to pay said Initial Earnest Money to the Escrow Agent within the time period set forth in the preceding sentence, this Agreement shall be null and void and of no further force or effect. The Initial Earnest Money shall be placed in a non-interest bearing account. The Escrow Agent shall promptly acknowledge to Seller and Purchaser in writing the Escrow Agent’s receipt of the Initial Earnest Money to be placed in trust pursuant to the terms of this Agreement.

ARTICLE III PAYMENT OF PURCHASE PRICE

3.1 The Purchase Price shall be payable at Closing, in cash, by wire transfer, cashier’s or certified check or other evidence of funds acceptable to the Title Company for immediate disbursement at Closing, subject to prorations and other credits provided for in this Agreement.

3.2 The Initial Earnest Money and the Additional Earnest Money (as hereinafter defined in Section 5.2 below. The Initial Earnest Money and the Additional Earnest Money (as hereinafter defined in Section 5.2 below) are herein collectively referred to as the “**Earnest Money**”. The Earnest Money shall be applied at Closing to the cash payment due on such date in accordance with Section 3.1 above or otherwise disbursed to Seller or Purchaser in accordance with the terms of this Agreement.

ARTICLE IV TITLE AND SURVEY

4.1 Within ten (10) days of the Effective Date, Purchaser, at Seller’s sole cost and expense, shall cause the Escrow Agent to issue to Purchaser a commitment for issuance of an Owner Policy of Title Insurance (the “**Title Commitment**”) dated not earlier than the Effective Date of this Agreement, issued by the Title Company describing the Land, specifying Purchaser or its successor or assignee as the prospective named insured, indicating the Purchase Price as the prospective policy amount, the status of title of the Property and listing all exceptions (including, but not limited to, easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any, affecting the Property) which would appear in an Owner Policy of Title Insurance, when issued, together with true, correct and legible copies of all items and documents referred to therein.

4.2 Prior to the expiration of the Inspection Period (as defined herein), Purchaser shall obtain a current ALTA survey of the Land (the “**Survey**”) for the purpose of determining the exact boundary lines of the Land, in form and substance satisfactory to Purchaser. The Survey shall set forth the number of acres within the boundary of the Land (to the nearest one thousandth (1/1000th) of an acre) and Purchaser shall deliver the same to Seller for approval. Within five (5) days of Purchaser’s delivery of the survey to Seller, Seller shall provide written notice to Purchaser of either its acceptance of the Survey or its disapproval of the Survey. In the event Seller reasonably objects to the Survey, the parties shall work to resolve the discrepancy within ten (10) days of Seller’s disapproval. Following Seller’s approval of the Survey or the parties’ resolution of any discrepancy regarding the same, the legal description from the Survey shall become a part of this Agreement without the necessity of any further action by any of the parties hereto and said shall be description used in all closing documents delivered by Seller pursuant to this Agreement whenever reference may be made to the Land and/or the Property.

4.3 Purchaser shall have until the expiration of the Inspection Period (as defined below) to review the Title Commitment and the Survey. In the event any requirements, exceptions to title or other matters appear in the Title Commitment, or any matters appear in the Survey, that are unacceptable to Purchaser, in its sole and absolute discretion, Purchaser shall, prior to the expiration of the Inspection Period, notify Seller in writing of such fact (“**Purchaser’s Objection Notice**”). In the event that Purchaser does object to any title exceptions or matters shown in either the Title Commitment and/or the Survey pursuant to a Purchaser’s Objection Notice within the Inspection Period, Seller may, but shall have no obligation to, elect to cure any title objections timely raised by Purchaser in Purchaser’s Objection Notice by notifying Purchaser thereof in writing (the “**Seller’s Response Notice**”) within ten (10) days following the receipt of Purchaser’s Objection Notice (such 10-day period being referred to herein as “**Seller’s Response Period**”). If Seller’s Response Period expires with any of Purchaser’s title objections in Purchaser’s Objection Notice not having been agreed to be cured by Seller in Seller’s Response Notice or by the Title Company and/or surveyor, Purchaser shall have the option to either (i) waive such title objections and proceed under the terms of this Agreement (the “**Purchaser’s Waiver Notice**”), or (ii) terminate this Agreement (the “**Purchaser’s Termination Notice**”), in either case by providing written notice thereof to Seller within ten (10) days following the earlier to occur of (i) Purchaser’s receipt of Seller’s Response Notice and (ii) the expiration of the Seller’s Response Period. In the event that Purchaser timely delivers the Purchaser’s Waiver Notice to Seller, then such waived title objections shall become Permitted Exceptions (as hereinafter defined). In the event that Purchaser timely delivers the Purchaser’s Termination Notice, then this Agreement shall terminate, whereupon the Earnest Money shall be immediately returned by Escrow Agent to Purchaser, without further authorization or direction from Seller or Purchaser, and the parties shall have no further obligation or liability to each other hereunder, except for those that expressly survive a termination hereof. If Purchaser fails to deliver Purchaser’s Waiver Notice or Purchaser’s Termination Notice to Seller within the foregoing 10-day period, Purchaser shall be deemed to have waived such title objections, and this Agreement shall continue and be of full force and effect. Seller shall have until forty (40) days from date of delivery of Purchaser’s Objection Notice (the “**Title Cure Period**”) to cure all objections of Purchaser that Seller has agreed or is deemed to have agreed to cure, or is otherwise obligated to cure, under this Section 4.3 (“**Seller’s Cure Obligations**”) with the exception of the Monetary Liens which may be satisfied at Closing. Any and all matters disclosed in the Title Commitment or the Survey that are not timely objected to or are waived by Purchaser pursuant to this Section 4.3 shall be deemed “**Permitted Exceptions**”.

Notwithstanding anything contained herein to the contrary, Seller, at its sole cost and expense, shall be obligated to cure and remove the following by Closing (i) all mortgages or deeds of trust assumed in writing by Seller or voluntarily recorded against the Realty by Seller, judgment liens filed against Seller and mechanic's and materialmen's liens resulting from work at the Property commissioned by, through or on behalf of Seller, and (ii) all other monetary liens and encumbrances against the Property (other than liens for taxes and assessments which are not delinquent) created by, through or under Seller which either secure indebtedness or can be removed by payment of a liquidated sum of money, whether or not Purchaser objects thereto as part of the Purchaser's Objection Notice (collectively the "**Monetary Liens**"), and in no event shall any such Monetary Liens (which matters shall be deemed part of Seller's Cure Obligations) be a Permitted Exception. Notwithstanding anything to the contrary in this Agreement, if, at or before the Closing, any Monetary Lien has not been released, terminated, or otherwise discharged, Purchaser may, but is not required to, withhold from the Purchase Price an amount reasonably necessary to pay, satisfy, discharge, or obtain the release of that Monetary Lien, including any applicable interest, penalties, recording fees, and reasonable out-of-pocket costs incurred in connection with obtaining the release.

4.4 If after the expiration of the Inspection Period, any subsequent updated version(s) of the Title Commitment or Survey should contain exceptions or items that were not existing and not set forth in the original version(s) of the Title Commitment and Survey, as applicable, reviewed by Purchaser, then the foregoing provisions above shall apply, as to such additional matters only, as though the updated version(s) of the Title Commitment and Survey reflecting such additional matters were those originally delivered for Purchaser's review hereunder, except that Purchaser shall have a period of ten (10) days from receipt of such updated Title Commitment and/or Survey, as applicable, to provide Seller with Purchaser's written objections to such additional matters. The same time periods and process for response as are contained for Seller response to such title objections as contained in Section 4.3 above shall similarly apply to any such objection by Purchaser to such new matters. Notwithstanding the foregoing, Purchaser shall have no right to object to any additional matter that arises from the actions or omissions of Purchaser or its agents.

ARTICLE V INSPECTION AND SITE PLAN PERIODS

5.1 Within five (5) days after the Effective Date, Seller shall deliver to Purchaser, to the extent within Seller's possession or control, (i) copies of Seller's Owner Policy of Title Insurance and any and all surveys, maps or plats relating to the Property (collectively, the "**Title and Survey Documents**"); (ii) any and all Phase I Environmental Site Assessments and any other reports regarding environmental matters relating to the Property (collectively, the "**Environmental Reports**"); (iii) any and all engineering and geotechnical studies and any other reports relating to the Property (collectively, the "**Engineering Reports**"); and (iv) copies of all other reports, contracts and other documents described on Exhibit "D" attached to this Agreement and by this reference made a part hereof (collectively, the "**Miscellaneous Documents**"). The Title and Survey Documents, the Environmental Reports, the Engineering Report, and the Miscellaneous Documents are hereinafter referred to collectively as the "**Due Diligence Documents**".

5.2 Seller agrees that Purchaser shall have the later of ninety (90) days following: the Effective Date of this Agreement (the “**Inspection Period**”) to conduct any and all investigations and tests Purchaser shall deem necessary to determine whether the Property is suitable for Purchaser’s intended use thereof. Purchaser shall have the right to conduct and complete all investigations, studies, samplings, and tests on the Property in order to determine and identify the characteristics of the Property and the feasibility of Purchaser’s intended use of the Property and to identify and analyze Hazardous Substances (as defined in Section 7.1.12 below) or solid wastes which may be located on, in or affecting any portion of the Property, as well as any and all remedies, removals and other actions necessary to mitigate the existence of such substances. If Purchaser does not purchase the Property, Purchaser shall restore the Property substantially to the condition of the Property existing immediately prior to such investigations, studies, samplings and tests made by Purchaser or on behalf of Purchaser except for selective clearing performed to aid in access for the investigations and tests. Purchaser shall be entitled to access to the Property for the purpose of making the investigations and tests and hereby indemnifies and holds Seller harmless from any and all loss, cost or damage alleged against or incurred by Seller, and any and all claims, demands and causes of action made against Seller, as a result of any and all investigations, studies, samplings and tests conducted on the Property by Purchaser or Purchaser’s agents. In the event that Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser’s intended use thereof for any reason or no reason, then Purchaser may terminate this Agreement by providing written notice to Seller on or before the expiration of the Inspection Period, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund the Initial Earnest Money to Purchaser, whereupon this Agreement shall automatically be rendered null and void and of no further force and effect, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof. Upon Purchaser’s written notice to Seller that Purchaser intends to proceed to the Site Plan Period (as hereinafter defined), Purchaser shall deposit an additional Earnest Money deposit in the amount of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00)** (“**Additional Earnest Money**”) pursuant to the same terms and conditions as the Initial Earnest Money.

5.3 Seller agrees that Purchaser shall also have until the date that is ninety (90) days after the expiration of the Inspection Period (the “**Site Plan Period**”) in which to obtain all site plan approvals required by Purchaser for its intended development of the Property as a part of a development consisting of approximately 130 multifamily units restricted to residents aged 55 and over (the “**Purchaser’s Intended Development**”). From and after the Effective Date of this Agreement, Seller shall reasonably cooperate with Purchaser in connection with Purchaser’s efforts to obtain Site Plan approval (including, without limitation, Purchaser’s application for and pursuit of any final and non-appealable plat approvals and rezoning) at Purchaser’s sole expense. Notwithstanding the foregoing and for the avoidance of doubt, Seller shall not have any obligation to provide Site Plan approval to the Purchaser, nor shall the execution of this Agreement create a contractual obligation by Seller or any legislative or regulatory board of the Seller to approve or deny any application or petition brought by the Purchaser during the term of this Agreement. Without limiting the foregoing, Seller agrees to execute any application or letter which Purchaser may desire to submit to applicable governmental authorities requesting approval of any preliminary and/or final plat, site plan, environmental remediation plan or rezoning and Seller agrees to attend all hearings or meetings required by applicable governmental entities in connection with such approval efforts if reasonably requested by Purchaser. Purchaser and Seller

acknowledge and agree that Purchaser shall have the right, at Purchaser's sole cost and expense, to apply for and pursue the subdivision of the Land consistent with the Survey through Closing, and Seller shall reasonably cooperate in connection with such subdivision. Seller shall not be required and Purchaser shall not be authorized to record any such final plat or finalize any rezoning unless and until Closing occurs. Seller shall not be obligated to incur any expense in connection with any application or approval relating to the preliminary/final plat, rezoning or subdivision of the Land.

5.4 In the event that Purchaser is unable to obtain Site Plan approval, as determined in Purchaser's sole and absolute discretion, including, but not limited to, Purchaser being unable to obtain Site Plan approval as the result of Purchaser being required to expend funds for additional testing or remediation, or Purchaser being required to satisfy unusual or unforeseen conditions, as determined in Purchaser's sole and absolute discretion, then Purchaser may terminate this Agreement by providing written notice to Seller on or before the expiration of the Site Plan Period, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to Purchaser the Earnest Money, whereupon this Agreement shall automatically be rendered null and void and of no further force and effect, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof. If Purchaser is able to obtain Site Plan approval, and delivers to Seller a notice of Purchaser's intention to close on the Property ("**Notice of Acceptance**") on or before the expiration of the Site Plan Period, then the Earnest Money shall become non-refundable to Purchaser (but applicable to the Purchase Price if Closing occurs), except upon a Seller default under this Agreement or as otherwise expressly provided in this Agreement. If Seller does not receive a Notice of Acceptance from Purchaser on or before the expiration of the Site Plan Period, as applicable, then this Agreement shall be deemed terminated, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to the Earnest Money to Purchaser, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof. In the event an application for Site Plan approval is pending at the time of the termination of the Site Plan Period, the Purchaser and Seller shall agree to extend the Site Plan Period until such time as the Purchaser receives a determination on the Site Plan from the board before which the Site Plan is seeking approval. Notwithstanding the foregoing, upon a final, non-appealable determination by the City denying Purchaser's Site Plan, the Purchaser may terminate this Agreement in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to Purchaser the Earnest Money, whereupon this Agreement shall automatically be rendered null and void and of no further force and effect, and all rights, obligations and liabilities of the parties hereto shall thereafter terminate, except for those rights, obligations and liabilities that expressly survive a termination hereof.

ARTICLE VI CLOSING; COSTS; PRORATIONS

6.1 The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur within upon the earlier of (i) thirty (30) days following the expiration of the Site Plan Period or (ii) ten (10) days after Purchaser's notice to Seller of Purchaser's election to close on an earlier date (the "**Closing Date**"). The Closing shall occur through escrow at the office of the Title

Company or be held at such other location as may be acceptable to both Seller and Purchaser. The procedure to be followed by the parties in connection with the Closing shall be as follows:

6.1.1 At the Closing, Seller shall cause to be delivered to the Title Company the following items:

6.1.1.1 To the extent Purchaser has obtained the Site Plan approvals and Seller is required to execute the final plat, Seller will execute and deliver to the City of Trussville and all other necessary governmental authorities so as to permit recordation thereof in the appropriate real property records of Jefferson County, Alabama;

6.1.1.2 A Statutory Warranty Deed (the “**Deed**”), dated effective as of the Closing Date, executed by Seller, which conveys the Realty subject only to the Permitted Exceptions, in the form of **Exhibit “B”** attached to this Agreement and by this reference made a part hereof;

6.1.1.3 A Blanket Conveyance, Bill of Sale and Assignment (the “**Bill of Sale**”), dated effective as of the Closing Date, executed by Seller, which conveys the Property other than the Realty, in the form of **Exhibit “C”** attached to this Agreement and by this reference made a part hereof.

6.1.1.4 An owner’s/title affidavit (the “**Owner’s Affidavit**”), dated effective as of the Closing Date, executed by Seller, and delivered to the Title Company and Purchaser, in a form reasonably acceptable to the Title Company and Purchaser to delete the standard requirements and exceptions which would otherwise appear in the form of Owner’s Policy of Title Insurance (the “**Owner Policy**”) relating to unrecorded debts, liens and parties in possession and other similar matters which do not appear of record with respect to the Property;

6.1.1.5 A Certificate of Non-Foreign Status, dated effective as of the Closing Date, executed by Seller, in form which complies with Section 1445 of the Internal Revenue Code of 1986, as amended, and/or all regulations relating thereto (collectively, the “**Internal Revenue Code**”);

6.1.1.6 A form 1099-S;

6.1.1.7 A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement;

6.1.1.8 Evidence reasonably acceptable to the Title Company and Purchaser, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller;

6.1.1.9 Possession of the Property, subject only to the Permitted Exceptions set forth in the Deed; and

6.1.1.10 A resolution from the City Council of the City approving the sale and designating the Property as surplus, evidencing that the persons signing this Agreement and other documents to be executed by Seller at Closing has the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.

6.1.2 At the Closing, Purchaser shall cause to be delivered to the Escrow Agent for the benefit of Seller, the following funds, documents and/or instruments:

6.1.2.1 Cash or other immediately available funds in the amount of the Purchase Price, less a credit for the Earnest Money payable to the Title Company representing the cash payment due to Seller in accordance with Article III of this Agreement;

6.1.2.2 A form 1099-S;

6.1.2.3 A settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Seller pursuant to this Agreement; and

6.1.2.4 Evidence reasonably acceptable to the Title Company, authorizing the consummation by Purchaser of the purchase and sale transaction contemplated by this Agreement.

6.1.3 At the Closing, Seller and Purchaser shall cause to be delivered to the Title Company such other instruments and documents as may be reasonably necessary and appropriate in order to complete the Closing of the transaction contemplated by this Agreement.

6.2 Upon the completion of the deliveries of funds, documents and/or instruments specified in Section 6.1 above, the Title Company shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate real property records of Jefferson County, Alabama, and shall deliver to Seller the balance of the proceeds received from Purchaser, after deducting all expenses therefrom which are chargeable to Seller under this Agreement and included on the authorized settlement statement.

6.3 Seller shall pay (i) any and all taxes and other assessments for periods prior to Closing, (ii) Seller's proportionate share of the prorations set forth below in Section 6.4 below, (iii) one-half (1/2) of the escrow fee payable to the Escrow Agent, (iv) the cost of obtaining the Owner Policy but not including the cost of any endorsements thereto, (v) all transfer or similar taxes payable in connection with the transfer of the Property to Purchaser and (vi) the cost of recording the Deed and any documents in connection with, and the costs of otherwise satisfying, Seller's Cure Obligations. Purchaser shall pay (i) its proportionate share of the prorations set forth in Section 6.4 below, (ii) one-half (1/2) of the escrow fee charged by the Escrow Agent, (iii) the cost of obtaining any endorsements to the Owner Policy which may be required by Purchaser, (iv) the costs incurred by Purchaser in connection with Purchaser's due diligence activities relating to the Property, including the survey, and (v) the costs of recording any of Purchaser's financing documents. Except as otherwise provided in this Agreement, all other escrow and closing costs

shall be allocated to and paid by Seller and Purchaser on the Closing Date, in accordance with the manner in which such costs are customarily borne by such parties in sales of similar property in Jefferson County, Alabama; provided, however, each party shall pay its own attorney' fees.

6.4 Real estate and personal property ad valorem taxes, charges and assessments (special or otherwise) relating to the Land (collectively, "**Taxes**"), shall be prorated at the Closing based upon such amounts due and payable for the calendar year at the time the Closing occurs, or if not known, then based on the actual taxes paid with respect to the Land in preceding tax year, and the actual number of days remaining from Closing to the end of such tax year. If the Taxes for the year in which the Closing occurs are more or less than the Taxes for the prior year, the proration of Taxes shall, after Closing, be recomputed as of the date of Closing on the basis of the Taxes for the year in which the Closing occurs. Any sums owed by Seller or Purchaser to the other on the basis of such re-computation shall be payable to the other upon demand when accompanied by reasonable evidence of the amount of the Taxes determined for such year. All current year's Taxes which are due and payable and all prior years' unpaid Taxes, if any, shall be paid by Seller as of the Closing Date. For purposes of clarity, the Parties acknowledge and agree that in Jefferson County, Alabama, city taxes are paid in advance and county taxes are paid in arrears. This shall require that Purchaser shall owe Seller the prorated portion of city taxes paid by the Seller for the time subsequent to the Closing Date and the Seller shall pay to Purchaser the prorated portion of county taxes for the time from the previous October 1 to the Closing Date. The obligations of Seller and Purchaser under this Section 6.4 shall survive the Closing.

6.5 Seller and Purchaser warrant to each other that no real estate broker or agent has been used, consulted or retained by such party in connection with this Agreement or the transaction contemplated hereby. Each of Seller and Purchaser agrees to indemnify and hold the other harmless from and against any and all costs or claims or any agent, broker or person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Agreement. The obligations of Seller and Purchaser under this Section 6.5 shall survive the Closing or other termination of this Agreement.

6.6 Notwithstanding the foregoing or any other term or provision of this Agreement to the contrary, Seller and Purchaser agree that Purchaser's obligation to close under this Agreement, and Seller's retention of the Earnest Money is conditioned upon satisfaction of the following conditions (collectively, the "**Closing Conditions**"):

- (a) The Escrow Agent shall be irrevocably committed (subject to payment of the premium) to issue to Purchaser an ALTA Owner's Policy of Title Insurance with respect to the Realty in accordance with the Title Commitment, insuring Purchaser's fee simple title to the Realty in the amount of the Purchase Price subject only to the Permitted Exceptions.
- (b) All representations and warranties of Seller set forth in this Agreement, including, without limitation, Article VII of this Agreement, shall be true and correct in all respects as of the Closing Date;
- (c) All deliveries required of Seller under Section 6.1.1 hereof have been duly delivered by Seller to the Title Company.

- (d) All of Seller's Cure Obligations shall be satisfied in full in the timeframes required herein but, in all events, no later than Closing;
- (e) No Hazardous Materials shall have been introduced upon or under the Property after the earliest date of the Environmental Report(s) delivered by Seller to Purchaser during the Inspection Period;
- (f) As of the Closing Date, the Property shall be in substantially the same condition as existed on the Effective Date;
- (g) No action, suit or proceeding against or concerning the Property, at law or in equity, shall be discovered to be pending before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or other instrumentality, foreign or domestic after the expiration of the Inspection Period;
- (h) The Purchaser shall determine that all utilities shall be available to the Property to its property line and adequate sewer capacity shall be available all such that Purchaser can construct Purchaser's Intended Development; and
- (i) No action for condemnation shall be discovered to be pending against the Property after the Inspection Period and Seller shall not have received notice that any such action is pending or contemplated that was not delivered to Purchaser during the Inspection Period.

ARTICLE VII

ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Seller hereby represents warrants and covenants to Purchaser the following as of the Effective Date and hereby reaffirms and restates the same as of the Closing Date:

7.1.1 Seller is duly organized, validly existing and in good standing under the laws of the State of Alabama, and is entitled to and has all requisite power and authority to own and operate its assets as they are presently owned and operated.

7.1.2 Subject to the approval of the City Council, the execution of this Agreement by Seller, the consummation of the transactions herein contemplated, and the execution and delivery of all documents to be executed and delivered by Seller, have or will be duly authorized by all requisite action on the part of Seller, and this Agreement has been and all documents to be delivered by Seller pursuant to this Agreement, will be, duly executed and delivered by Seller and is or will be, as the case may be, binding upon and enforceable against Seller it in accordance with their respective terms.

7.1.3 Neither the execution of this Agreement nor the carrying out of the transactions contemplated herein will result in any violation of or be in conflict with the instruments pursuant to which Seller was organized and/or operates; or to Seller's knowledge, any applicable law, rule or regulation of any public, governmental or quasi-governmental agency or authority, or of any instrument or agreement to which Seller is a party, nor will it result in the creation or imposition of any lien on the Property nor will it

result in the termination or the right to terminate any agreement to which Seller is a party or which affects the Property and no consent or approval of any third party is required for the execution of this Agreement by Seller or the carrying out of the transactions contemplated herein by Seller.

7.1.4 Seller owns fee simple title to the Property subject to all matters of record as of the date hereof.

7.1.5 There are no actions, suits or proceedings pending or asserted against Seller or any portion of the Property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and, to the best of Seller's knowledge, none are threatened or contemplated with respect to the Property or any portion thereof.

7.1.6 There are no pending, or to the best of Seller's knowledge, threatened (a) eminent domain proceedings affecting the Property, in whole or in part, (b) proceeding or action to change or re-designate the zoning classification of the Property (or any portion thereof), or (c) action or proceeding to change road patterns or grades which would affect ingress to or egress from the Property.

7.1.7 Seller has not received any notices of any special assessments or increases in the asserted valuation of taxes or other impositions of any nature, and to the best of Seller's knowledge, none are threatened or contemplated with respect to the Property or any portion thereof.

7.1.8 Seller and all persons or entities having beneficial interests in the Property are not "foreign persons," as such term is defined in Internal Revenue Code Sections 1445(f)(3) and 7701(a)(30), and the purchase of the Property by Purchaser as contemplated herein will not be subject to the withholding requirements of Section 1445(a) of the Internal Revenue Code.

7.2 Seller shall give prompt written notice to Purchaser immediately upon Seller's receipt of any notice acquiring knowledge of any fact or circumstance that may cause any of the above-referenced representations and warranties to be false or misleading in any manner or could reasonably be expected to result in any adverse impact on the Property.

7.3 AS-IS Sale. Purchaser acknowledges and agrees that, except for the express representations and warranties of Seller set forth in this Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS, WITH ALL FAULTS," and in its present condition, without any representation or warranty, express or implied, of any kind by Seller, including, without limitation, any representation or warranty concerning the physical condition of the Property, the quality, nature, adequacy or physical condition of the soil, utilities, drainage, environmental condition, zoning, land use, development potential, compliance with laws, or any other aspect of the Property. Purchaser acknowledges that it is being afforded a full and reasonable opportunity to inspect and investigate the Property and all matters relating thereto that Purchaser considers material to its decision to purchase the Property. Purchaser is relying solely upon its own inspections, investigations, analyses, and judgment in determining whether to acquire the Property and not

upon any representation, statement, promise, agreement, or information provided by Seller or any of Seller's representatives, except for the express representations and warranties of Seller contained in this Agreement. Except as expressly set forth in this Agreement, Seller disclaims and Purchaser waives any and all implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, habitability, suitability, or condition. Purchaser acknowledges that Seller has no obligation to repair, replace, remediate, restore, or otherwise correct any condition of the Property, whether known or unknown to Purchaser, unless expressly provided otherwise in this Agreement. Purchaser acknowledges that the Property may contain latent or patent defects, deficiencies, deferred maintenance, code violations, environmental conditions, hazardous substances, structural or other physical conditions, or other matters affecting the Property that may not be apparent from Purchaser's inspections. Purchaser assumes the risk of all such matters, whether known or unknown, discovered or undiscovered, existing before or after Closing, except to the extent expressly provided otherwise in this Agreement. Without limiting the foregoing, Purchaser acknowledges and agrees that Seller makes no representation or warranty regarding the presence or absence of hazardous substances, pollutants, contaminants, asbestos, mold, petroleum products, underground storage tanks, or other regulated materials in, on, under, or about the Property, except for any express representation or warranty regarding environmental matters specifically set forth in this Agreement. Purchaser shall be solely responsible for conducting such environmental investigations as Purchaser deems appropriate. Purchaser acknowledges that it has not relied upon, and Seller shall not be liable for, any representation or statement made by Seller or any of Seller's agents, employees, contractors, brokers, consultants, or other representatives concerning the Property, except for the express representations and warranties of Seller contained in this Agreement. Purchaser further acknowledges that no representation or warranty has been made concerning the future performance, income, expenses, development potential, use, value, or profitability of the Property. The provisions of this Section shall survive Closing and the delivery of the deed and shall not be merged therein.

7.4 Purchaser hereby represents, warrants, and covenants to Seller the following as of the Effective Date and hereby reaffirms and restates the same as of the Closing Date:

7.4.1 Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its formation.

7.4.2 The execution of this Agreement by Purchaser, the consummation of the transactions herein contemplated, and the execution and delivery of all documents to be executed and delivered by Purchaser, have or will be duly authorized by all requisite action on the part of Purchaser, and this Agreement has been and all documents to be delivered by Purchaser pursuant to this Agreement, will be, duly executed and delivered by Purchaser and is or will be, as the case may be, binding upon and enforceable against Purchaser it in accordance with their respective terms.

7.4.3 Neither the execution of this Agreement nor the carrying out of the transactions contemplated herein will result in any violation of or be in conflict with the instruments pursuant to which Purchaser was organized and/or operates; or to Purchaser's knowledge, any applicable law, rule or regulation of any public, governmental or quasi-governmental agency or authority, or of any instrument or agreement to which Purchaser is a party, and no consent or approval of any third party is required for the execution of this

Agreement by Purchaser or the carrying out of the transactions contemplated herein by Purchaser.

7.5 Notwithstanding any term or provision of this Agreement or any other matter to the contrary, the representations, warranties, and covenants set forth in this Article VII shall survive the Closing for a period of six (6) months.

ARTICLE VIII TERMINATION, DEFAULT AND REMEDIES

8.1 In the event that Seller breaches any of the representations, warranties, covenants and/or agreements which are to be performed by Seller under this Agreement, Purchaser may, as its sole and exclusive remedy for such breach, terminate this Agreement by giving written notice of termination to Seller, in which event Escrow Agent shall, without further authorization or direction from Seller or Purchaser, immediately refund to Purchaser the Earnest Money. Purchaser hereby specifically and expressly waives any and all rights which it may have to damages or specific performance as a result of Seller's default under this Agreement.

8.2 In the event that Purchaser fails to close the transaction contemplated hereby for any reason other than as permitted by the terms of this Agreement, Seller shall be entitled to retain or receive the Earnest Money previously paid to the Escrow Agent as liquidated damages as Seller's sole and exclusive remedy for such failure, Seller hereby specifically and expressly waiving any and all rights which it may have to damages or specific performance as a result of Purchaser's default under this Agreement.

ARTICLE IX NOTICES

9.1 Any notices or other communications between the parties hereto (collectively, "Notices") shall be in writing and shall be deemed effective upon receipt and to have been properly given if delivered by hand or sent by United States registered or certified mail, postage prepaid, or sent by recognized overnight delivery service, addressed to the party for whom intended as set forth below. Notwithstanding the above, notice by fax or email transmission shall be effective upon receipt if transmitted prior to 5:00 PM CST, provided a hard copy is also sent either by registered, certified mail, or recognized overnight delivery service for next day delivery. All notices shall be addressed as follows:

If to Seller:

City of Trussville
113 N Chalkville Road
Trussville, AL 35173
Attention: Ben Short

With a copy to:

Massey, Stotser, & Nichols, P.C.
1780 Gadsden Hwy
Birmingham, AL 35235
Attention: Chesley Payne
Phone: 205 838-9008

Email: cpayne@msnattorneys.com

If to Purchaser:

With a copy to:

TDG Development Company, LLC
c/o The Dobbins Group, LLC
Attn: Mr. William D. Dobbins
2914 Linden Avenue
Birmingham, AL 35209
Telephone: (205) 503-4000
E Mail: bill@dobbinsgroup.net

Aaron B. Thomas
Watkins & Eager PLLC
1904 First Avenue North, Suite 300
Birmingham, AL 35203
Telephone: (205) 598-2130
Email: athomas@watkinseager.com

And

TDG Development Company, LLC
c/o The Dobbins Group, LLC
Attn: Mr. Eric Morrison
2914 Linden Avenue
Birmingham, AL 35209
Telephone: (205) 503-4000
E Mail: eric@dobbinsgroup.net

ARTICLE X ENTIRE AGREEMENT

10.1 This Agreement and the exhibits attached to this Agreement contain the entire agreement between the parties, and no promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by either party. Each party has relied upon its own examination of the full Agreement and the provisions thereof, and the counsel of its own advisors, and the warranties, representations, covenants, and agreements expressly contained in this Agreement. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Seller and Purchaser. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Alabama. Venue for any legal action arising out of this Agreement shall be Jefferson County, Alabama. Further, the prevailing party in any litigation between the parties shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs of suit.

ARTICLE XI ASSIGNMENT

11.1 Subject to written notice and approval by the Seller, this Agreement, and the rights and obligations of Purchaser under this Agreement, may be assigned by Purchaser to any entity that accepts such assignment and assumes the obligations of Purchaser under this Agreement at any time prior to Closing. Notwithstanding the foregoing and for avoidance of doubt, Purchaser may assign its rights hereunder and take title to the Property in a separate entity that is controlled

or whose day-to-day affairs are managed by Purchaser. In the event of any such assignment, Seller agrees to close the transaction contemplated hereunder with any such successor or assignee of Purchaser. This Agreement may not be assigned by Seller.

ARTICLE XII MISCELLANEOUS

12.1 The article headings in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof, and shall not be considered in construing any part of this Agreement.

12.2 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument. Facsimile or PDF (by email transmission) signatures shall be deemed to be original signatures.

12.3 All exhibits described in this Agreement are by this reference fully incorporated into this Agreement and made a part of this Agreement for all purposes.

12.4 This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns whenever the context so requires or admits.

12.5 If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, then such provision shall be deemed modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

12.6 Seller and Purchaser each hereby waive all rights to a trial by jury and any claim, action, proceeding or counterclaim arising out of or in any way connected with this Agreement.

12.7 In the event that either party commences suit to recover damages arising from a breach of this Agreement or otherwise to seek enforcement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, together with court costs and litigation expenses reasonably incurred and actually paid.

12.8 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof, and shall not constitute a part of this Agreement.

12.9 Time is of the essence of this Agreement. Whenever the time for performance or doing of act, a deadline or date hereunder falls on a Saturday, Sunday or a legal holiday, such time, deadline or date shall be automatically extended to the next successive business day.

12.10 During the term of this Agreement, Seller shall not offer the Property or any portion thereof for sale (directly or indirectly) to any person, entity or party other than Purchaser, nor will Seller enter into any letters of intent, "back-up" contracts or other negotiations with any other

person, entity or party for the disposition of the Property or any portion thereof (directly or indirectly) during the term of this Agreement.

ARTICLE XIII ACCESS ROAD AND WALKING TRAIL

13.1 Purchaser shall construct a public 2-lane (one lane in each direction) roadway in compliance with City of Trussville subdivision regulations running generally along and just outside of the Northern boundary of the Property terminating at the Northern or Western and Eastern boundaries of the Property (the “**Access Road**”), and shall construct a pedestrian walking trail with 10’ foot wide asphalt running generally along and just outside of the Southern boundary of the Property terminating at the Eastern and Western boundaries of the Property (the “**Walking Trail**”). The presently contemplated location of the Access Road and the Walking Trail are as shown on **Exhibit “E”** attached to this Agreement and by this reference made a part hereof. This covenant shall survive the Closing indefinitely. The Purchaser and Seller will agree to execute such commercially reasonable additional documents requested by the other party in order to effectuate the legal construction and use of the Access Road and the Walking Trail. Seller agrees to apply to the City of Trussville Planning and Zoning Commission to have the Access Road dedicated as a public roadway accepted by the City of Trussville for use as a public road. The parties agree that at the Closing, the Seller shall deliver in recordable form an Easement Agreement benefiting the Property and that portion of the Seller’s remaining property not so conveyed, and for Purchaser, Seller, such other relevant parties, and their respective tenants, employees, contractors, deliverymen, agents, customers, invitees, licensees, successors and assigns, granting a nonexclusive easement for the purpose of ingress and egress by vehicular and pedestrian traffic over the Access Road and for construction and maintenance of the Access Road until such time as the Public Dedication is accomplished. The terms and conditions of the Easement Agreement shall be commercially reasonable and agreeable to Purchaser and Seller in their reasonable discretion. At such time as the Public Dedication of the Access Road is accomplished, then the Reciprocal Easement Agreement shall terminate. The parties agree to execute a recordable instrument memorializing the termination upon request by either party. Seller shall similarly provide access and construction easement rights in order for the Purchaser to construct and have use of the Walking Trail. Additional and clarifying terms regarding the Access Road and Walking Trail as contained on Exhibit E attached hereto.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal as of the Effective Date.

SELLER:

CITY OF TRUSSVILLE

an Alabama municipal corporation

By:_____

Name: Ben Short

Title: Mayor

PURCHASER:

TDG DEVELOPMENT COMPANY, LLC

a Delaware limited liability company

By: The Dobbins Group, LLC

Its: Member and Company Manager

By: _____

Name: William D. Dobbins IV

Its: Sole Member

ESCROW CONSENT AND ACKNOWLEDGEMENT

Receipt of the Earnest Money is hereby acknowledged this ____ day of _____, 2026. The undersigned agrees to hold and deliver the Earnest Money in accordance with the terms of this Agreement. The undersigned further agrees to act as the Escrow Agent for the transaction described in the above Agreement as provided herein.

ESCROW AGENT:

WATKINS & EAGER PLLC

By: _____
Name: _____
Title: _____

Exhibit "A"

Depiction of the Land

A portion of the following described property lying south of Highway 11 and Northwest of the Norfolk Southern Railroad lying in the NW ¼ of Section 26, Township 16 South, Range 1 West, being more particularly described as follows:

Beginning at the center of section 26, Township 16, Range 1 West; thence North along the East line of the Southeast ¼ of the northwest ¼ of said Section, Township and Range, 300 feet; thence North 30° 26' West at the same angle to the center of the Georgia Dirt Road (now known as Highway 11); thence South 67° 03' West along the center of said road to a point on the South line of the Northwest ¼ of the Northwest ¼ of said Section, Township and Range, 664.56 feet east of the Southwest corner of said Northwest¼ of the Northwest¼ of said Section, Township and Range; thence South and parallel with the West line of said section, 1322.9 feet to the South line of the Southwest ¼ of the Northwest ¼ of said Section, Township and Range; thence East along the South line of the Southwest ¼ of the Northwest ¼ of the Northwest ¼ and Southeast ¼ of Northwest ¼ of said Section, Township and Range, 1985.62 feet to the point of beginning.

Less and except any portion of the above described property conveyed from Frances Dew Hamilton and Charles T. Hamilton to Trussville Marketplace, LLC, an Alabama limited liability company, by deed recorded in Inst. No. 9613/5593 in the Probate Office of Jefferson County, Alabama now being more particularly described as follows:

Lots 1, 2 & a part of Lot 3A of a Resurvey of Lot 3, according to the Survey of Trussville Market Place as recorded in Map Book 187, Page 67 and Map Book 246, Page 52 in the Probate Office of Jefferson County, Alabama, Birmingham Division.

Also less and except the property conveyed to Peak, Inc., an Alabama limited liability company by deed recorded October 28, 2016 in Inst. No. 2016113352 in the Probate Office of Jefferson County, Alabama and being more particularly described as follows:

Begin at a point on the Southerly right of way line of U.S. Highway 11, and the Northeast corner of Lot 3, according to the Survey of Trussville Market Place as recorded in Map Book 187, Page 67 in the Probate Office of Jefferson County, Alabama; thence leaving said right of way, run Southeasterly along the East line of said Lot 3 for 195.00 feet to the Southeast corner of said Lot 3; thence leaving said East line of Lot 3, turn a deflection angle of 90° 00'00" left and run Northeasterly for 90.00 feet; thence turn a deflection angle of 90° 00'00" left and run 195.00 feet to a point on the Southerly right of way line of U.S. Highway 11; thence turn a deflection angle of 90° 00'00" left and run Southwesterly for 90.00 feet to the point of beginning.

Also less and except the following:

Lot 4, O'Reilly's Auto Parts Addition to Trussville as recorded in Map Book 246, Page 53 in the Probate Office of Jefferson County, Alabama.

Also less and except the following:

Lot 3-A, Resurvey of Lot 3 of Trussville Market Place as recorded in Map Book 246, Page 52, in the Probate Office of Jefferson County, Alabama.

Also less and except the following:

Lot 1, Broadway- US Highway 1'1, as recorded in Map Book 250, Page 61, in the Probate Office of Jefferson County, Alabama.

ADDRESS

525 Main Street, Trussville, Alabama 35173

Source of Title: Instrument #2022050306, Office of the Judge of Probate of Jefferson County, Alabama

Exhibit "B"

Deed

**[SUBJECT TO VERIFICATION BY ESCROW AGENT FOR COMPLIANCE WITH
APPLICABLE STATE LAW]**

This Instrument Prepared By and
When Recorded Return To:
Chesley P. Payne
Massey, Stotser, & Nichols P.C.
1780 Gadsden Hwy.
Birmingham, AL 35235

STATE OF ALABAMA)
JEFFERSON COUNTY)

Send tax notices to:
[Buyer]

Attn: _____

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to **CITY OF TRUSSVILLE**, an Alabama municipal corporation, ("Grantor"), by [____], a[n] _____ ("Grantee"), the receipt of which is acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, its successors and assigns, that certain real property situated in Jefferson County, Alabama, which is described on Exhibit A attached hereto and made a part hereof (the "Property").

It is expressly understood and agreed that this Statutory Warranty Deed is made subject to the matters described on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and unto its successors and assigns forever.

Subject to the Exceptions, Grantor hereby covenants and agrees with Grantee, and its successors and assigns, that Grantor, and its successors and assigns, will warrant and defend the Property against the lawful claims (unless otherwise noted above) of all persons claiming by, through, or under Grantor, but not further or otherwise.

Pursuant to the provisions of Ala. Code § 40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Name and Mailing Address:	Grantee's Name and Mailing Address:

Property Address:	
Date of Sale:	
Total Purchase Price:	
The Purchase Price can be verified in:	☐ Closing Statement ☐ Sales Contract ☐ Appraisal ☐ Bill of Sale ☐ Property Tax Bill or Assessment ☐

[Signatures on next page]

IN WITNESS WHEREOF, Grantor has executed this Statutory Warranty Deed, to be effective as of _____, 20__.

GRANTOR:

CITY OF TRUSSVILLE,
an Alabama municipal corporation

By: _____
Name: _____
Title: _____

Attest:

City Clerk

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that _____, whose name as _____ of CITY OF TRUSSVILLE, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

Notary Public

Name of Notary, Typed, Printed or Stamped
Commission No.: _____

Commission Expires: _____

EXHIBIT A

Legal Description

[INSERT LEGAL DESCRIPTION]

EXHIBIT B

Permitted Exceptions

[INSERT EXCEPTIONS FROM FINAL APPROVED/MARKED TITLE COMMITMENT]

Exhibit "C"

Bill of Sale

BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT CITY OF TRUSSVILLE, an Alabama municipal corporation ("**Seller**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Seller in hand paid by _____, a _____, ("**Purchaser**"), the receipt of which is hereby acknowledged, has BARGAINED, SOLD, DELIVERED and ASSIGNED, and by these presents does BARGAIN, SELL, DELIVER and ASSIGN, unto Purchaser (a) all equipment, furniture, fixtures, and other personal property of whatever kind or character owned by Seller and attached to or installed or located on, in or under on that certain real property situated in the City of Trussville, Jefferson County, Alabama, and more particularly described on **Exhibit "A"**, attached hereto and made a part hereof for all purposes (the "**Land**"), and any and all improvements (the "**Improvements**") (collectively, the "**Personalty**"); (b) all of Seller's rights, titles and interests in and to all agreements, leases and other agreements which relate to or affect the Land, the Improvements, the Personalty or the operation thereof, including any and all leases and all deposits actually paid to or received by Seller in connection therewith, if any (collectively, the "**Contracts**"); and (c) all of Seller's rights, titles, and interests in and to (i) all assignable applications, bonds, permits, licenses, approvals, utility rights, entitlements, development rights and similar rights related to the Land or Improvements, or any portion thereof, whether granted by governmental authorities or private persons; (ii) all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans or studies of any kind that relate to the Land, the Improvements, or any portion thereof, if any (collectively, the "**Intangibles**"). The Personalty, the Contracts and the Intangibles are hereafter collectively referred to as the "**Assigned Property**."

Seller has executed this Bill of Sale and BARGAINED, SOLD, DELIVERED and ASSIGNED the Assigned Property and Purchaser has accepted this Bill of Sale and purchased the Assigned Property.

Seller does hereby bind itself, its successors and assigns, to forever warrant and defend title to the Assigned Property unto Purchaser, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Seller, but not otherwise.

[Signatures on Next Page]

EXECUTED by Seller effective as of the ____ day of _____, 20____.

SELLER:

CITY OF TRUSSVILLE,
an Alabama municipal corporation

By: _____
Name: _____
Title: _____

Attest:

City Clerk

Exhibit "A"

to

Bill of Sale

Legal Description of the Land

Exhibit "D"

Due Diligence Documents

All wetland delineation documents, environmental assessments, flood determination letters, traffic study data and approvals, civil engineering data, geotechnical testing data, water discharge approvals, zoning approvals, site plans, architectural plans and drawings, environmental, mechanical, electrical, structural, soils reports and plans, all permits and licenses and all other material information pertaining to the Property that are in possession or control of the Seller

Exhibit “E”

Access Road and Walking Trail

See below and attached.

- Seller and Purchaser agree that the preferred and likely termination point of the Northern and Western ends of the Access Road shall be the Northern Termination Point as shown in this Exhibit E.
 - At the direction of the Alabama Department of Transportation (“ALDOT”), Purchaser shall construct the Access Road on the Seller’s property to either tie directly on to Highway 11 or tie in to the shopping center bordering the Northern boundary of the Property for shared access to Highway 11 via the shopping center’s existing access on to Highway 11.
 - The Seller will provide good faith efforts to assist the Purchaser in obtaining the required permits from ALDOT and access through the shopping center for permanent access to Highway 11.
 - The Western Termination Point will replace the Northern Termination Point if an Access Road has already been put into service prior to the conclusion of the Inspection Period from the Western Termination Point to Highway 11 across from Highland Circle.
- Purchaser will terminate the Access Road at the Eastern Termination Point at the general location shown in this Exhibit E to tie in to a portion of the public road to be constructed by the Seller or the neighboring property owner which provides public access for Purchaser’s Property through the neighboring properties to Highway 11 via Kenimer Ave. (the “Kenimer Ave. Road”).
- Notwithstanding anything contained in the Agreement to the contrary, the Inspection Period extends on a day for day basis until full legal access to Highway 11 is secured either via a full permit to construct the Northern Termination Point (not simply a construction access permit, Driveway access permit, etc.) has been obtained or the Kenimer Ave. Road has been put into service.

2027 Holidays

- January 1, 2027 (Friday) New Year's Day
- January 18, 2027 (Monday) Martin Luther King Jr. Day
- March 26, 2027 (Friday) Good Friday
- May 31, 2027 (Monday) Memorial Day
- July 5, 2027 (Monday) Independence Day (observed)
- September 6, 2027 (Monday) Labor Day
- November 11, 2027 (Thursday) Veterans Day
- November 25 – 26, 2027 (Thursday & Friday) Thanksgiving Holidays
- December 24 & 27, 2027 (Friday & Monday) Christmas Holidays
- December 31, 2027 (Friday) 2028 New Year's Holiday
- Plus one (1) floating holiday
- Close to public at 3pm on:
 - Wednesday, November 24th
 - Thursday, December 30th
- Close to public at 1pm on Thursday, December 23rd