

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 pm. on the 10th day of November, 2025.

The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
William Garner	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Todd Nix	Commissioner, District 2

Brad Black, Commissioner, District 1 was absent.

Chairman, Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner, Todd Nix.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Hackworth moved, seconded by Commissioner Garner that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion, and upon a vote taken, motion was unanimously approved. Agenda was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Hackworth that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion, and upon vote taken, motion was unanimously approved.

Commissioner Hackworth moved, seconded by Commissioner Nix to approve signing a the yearly contract with the Association of Lauderdale County Volunteer Fire Departments. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve transferring a 2014 Ford F-150 from the Lauderdale County Maintenance Department to the Solid Waste Department. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve renewing the yearly license of XDS Integration for the Sheriff's Department. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve renewing the yearly license of Connexus for the Social Services Department. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve cancelling the second Commission Meeting of December. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Garner to approve beginning the bid process for locks at the Jail. This is included in the Jail budget. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve signing of the approved October 27, 2025 PATH contract while still honoring the 50/50 cost share MOU with the City of Florence. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Garner approving beginning January 1, 2026, changing policy that allows Retirees under the age of 65 the option to purchase Health Insurance under the Lauderdale County Commission. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth approving the application for the Patterson Road Subdivision development. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve the upcoming County Holiday dates for Thanksgiving, Christmas, and New Year 2025. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix to approve rejecting all bids for Bid LA 2026-2 "License Counter Renovation" and to rebid. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Hackworth approving signing a lease agreement with UNA for the Workforce Development Center pending consent of the Chairman and Attorneys. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve Family Medical Leave of Absence for a Road Department employee. Chairman Pettus referred to Brooke Slatton to ensure all paperwork was in order, which Ms. Slatton confirmed. There being no further discussion, and upon a vote taken, motion was unanimously approved. The leave approval was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth approving the invoiced bills. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.

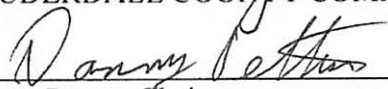
**LAUDERDALE COUNTY CHECKS ISSUED:
October 27, 2025 - November 9, 2025**

1 .	General-Special	64020-64075	1,479,879.58
2 .	Agri-Business Fund	4220-4222	473.36
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	1209-1214	3,828.18
5 .	LEPA Fund	9435-9441	5,822.90
6 .	Gasoline Tax Fund	19472-19482	296,224.04
7 .	Public Bldg., R & B Special	N/A	0.00
8 .	Public Highway & Traffic Fund	N/A	0.00
9 .	Al. Trust Capital Improvement Fund	N/A	0.00

10	. RRR Gasoline Tax Fund	783	5,760.00
11	. Reappraisal Fund	13164-13172	100,442.46
12	. Tourism, Rec. & Convention Fund	667	2,500.00
13	. RSVP Fund	18623-18633	3,913.04
14	. Child Protection Fund	N/A	0.00
15	. Rebuild Alabama Gas Tax Fund	N/A	0.00
16	. Rebuild Alabama Diesel Tax Fund	N/A	0.00
17	. Federal Aid Exchange Fund	N/A	0.00
18	. Workforce Development Center Fund	1168-1170	44,784.26
19	. Special Grants Fund	N/A	0.00
20	. Coronavirus Rescue Act Fund	1091	65,843.00
21	. CDBG Fund	N/A	0.00
22	. Solid Waste Fund	10058-10070	57,387.00
23	. Account Payable Fund	50707-50761	366,608.59
24	. Fire Protection Fee Fund	N/A	0.00
25	. Industrial Development Tax Fund	N/A	0.00
26	. Tobacco Tax Fund	N/A	0.00
27	. TVA Tax Fund	6758-6770	509,074.74
TOTAL			\$ 2,942,541.15

There being no further business to come before the Commission, and upon a motion made by Commissioner Nix and seconded by Commissioner Hackworth, the meeting was duly adjourned.

LAUDERDALE COUNTY COMMISSION



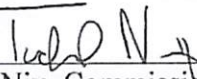
Danny Pettus, Chairman



William Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
November 10, 2025

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner, Todd Nix
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

6. SCHEDULED PUBLIC HEARING- none

REGULAR BUSINESS

1. **Review and Motion to Consider Agenda Items**
2. **Approve minutes of last meeting**
3. **Resolution—Volunteer Fire Department Agreement**
The Commission will decide on signing a yearly agreement with the Lauderdale County Volunteer Fire Department Association.
4. **Resolution— Truck Transfer**
The Commission will decide on transferring a truck from the Maintenance Department to the Solid Waste Department.
5. **Resolution—License Renewal of XDS Integration**
The Commission will vote renewing the yearly licenses renewal of XDS Integration for the Sheriff Department.
6. **Resolution—Connexus License Renewal**
The Commission will vote on renewing the yearly license of Connexus for the Social Service Department.
7. **Resolution—Commission Meeting Change**
The Commission will vote on cancelling the second Commission Meeting of December 2025.
8. **Resolution—Bid for Jail Locks**
The Commission will decide on bidding out new locks at the jail.

9. Resolution—PATH Contract

The Commission will vote on signing a contract with PATH for a Guaranteed Energy Savings Contract as approved on October 27, 2025 while still honoring the 50/50 cost share MOU with the City of Florence.

10. Resolution—Retirees Health Insurance Change

The Commission will vote on cancelling the health insurance option for retirees under the age of 65.

11. Resolution—Patterson Road Subdivision

The Commission will decide on approving the application for the Patterson Road Subdivision development.

12. Resolution—County Upcoming Holidays

The Commission will vote on upcoming Holiday closings for the rest of this calendar year.

13. Resolution—Bid Rejection

The Commission will vote on rejecting bids for Bid 2026-2 “License Counter Renovation”.

14. Resolution—UNA Lease Agreement

The Commission will decide on signing a lease agreement with UNA for the Workforce Development Center.

15. FMLA

16. Audit and Approve Invoiced Bills

C. STAFF REPORTS

D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit

E. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

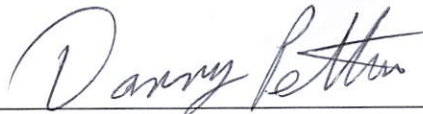
WHEREAS, Lauderdale County Commission and Lauderdale County Volunteer Fire Departments will renew the Agreement regarding the appropriation amount for Fiscal Year 2026 that will be dispersed to the fourteen volunteer fire departments; and

WHEREAS, this agreement outlines the responsibilities of both parties, and expires October 1st, 2026.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the agreement with Lauderdale County Volunteer Fire Departments, and any budget amendment needed for this agreement.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

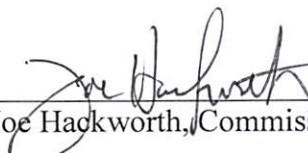


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

THIS CONTRACT, made and entered into this 1st day of October, 2025, by and between the LAUDERDALE COUNTY COMMISSION, a political subdivision of the State of Alabama, (hereinafter referred to as the Commission), and the LAUDERDALE COUNTY ASSOCIATION OF VOLUNTEER FIRE DEPARTMENTS (hereinafter referred to as the Association).

WITNESSETH

WHEREAS, the provision of fire protection service in Lauderdale County is of vital concern to the citizens of this county; and

WHEREAS, the provision of such fire protection service is necessary for the health, welfare and safety of the residents of this county; and

WHEREAS, the Association operates such services; and

WHEREAS, the Commission, under provisions of §11-88-13, Code of Alabama, herein agrees to contract with the Association to furnish such services for which Lauderdale County will appropriate the sum total of \$261,124.00.

NOW IN CONSIDERATION of the premises, it is mutually agreed as follows:

1. The Commission will appropriate to the Association the total amount of \$261,124.00 for fiscal year 2026 to be used as follows:
 - a. Each Volunteer Fire Department will receive \$16,866.00 to be paid in two installments (in November 2025 and April 2026) to be used for the provision of fire services and related costs.
 - b. The Association will retain \$15,000 for general operational expenses. A check will be presented to the Association at the Annual Banquet Meeting.
 - c. The Fire Prevention program is to receive \$10,000.00 to support the education program, including the vehicles and equipment. A check will be presented to the Association at the Annual Banquet Meeting.

2. The Association will provide fire protection service in the districts currently serviced by the Volunteer Fire Departments of Lauderdale County.
3. The Association and departments which comprise the Association shall maintain, at all times, adequate insurance as required by laws of the State of Alabama.
4. The term of this contract shall expire on October 1, 2026.

By execution of this agreement, the Association states and affirms that it is a volunteer fire protection service and further agrees, at all times, to provide service within the contracted areas, geographic area, and operate under the rules of Lauderdale County and the State of Alabama.

IN WITNESS WHEREOF the parties execute this agreement on the 10th day of November, 2025.

ATTEST:




Administrator

LAUDERDALE COUNTY COMMISSION
a political subdivision



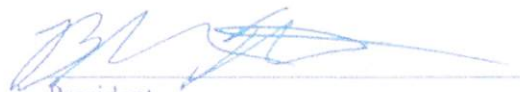
Chairman

ATTEST:



Notary

LAUDERDALE COUNTY ASSOCIATION
VOLUNTEER FIRE DEPARTMENTS



President

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the transfer of a 2014 Ford F-150 with County Number 54895 and Vin 1FTFW1EFXEKE10599 from the Maintenance Department to the Solid Waste Department.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

STATE OF ALABAMA §

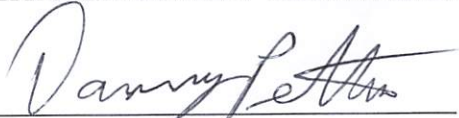
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the yearly licenses renewal of XDS Integration (Spillman/Version GPS) for the Sheriff Departments.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

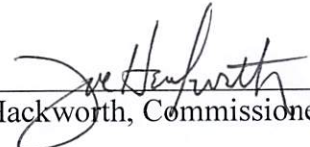


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

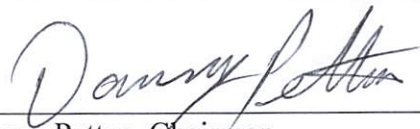
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the yearly licenses renewal of Connexus out of the Opioid Fund for the Social Services Department.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

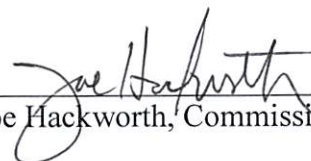


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

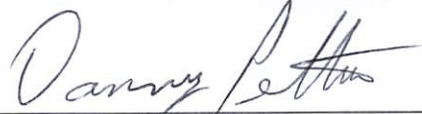
LAUDERDALE COUNTY §

RESOLUTION

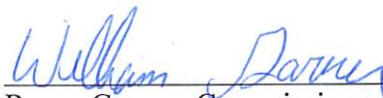
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve to cancel the seconded Commission meeting of December 2025 (December 22, 2025).

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



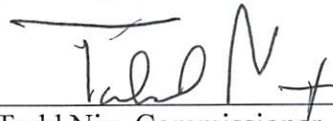
Danny Pettus, Chairman



Roger Garner, Commissioner

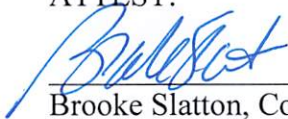


Brad Black, Commissioner

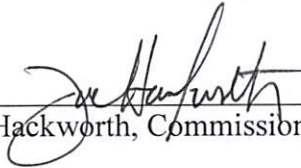


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §


LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve to allow the bidding of locks at the jail as it is included in the Jail Budget.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

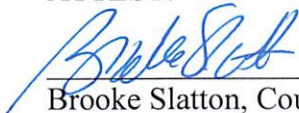


Brad Black, Commissioner

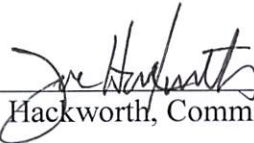


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

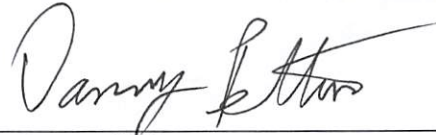
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a contract with Path Company for a "Guaranteed Energy Savings Contract" for the EMA/911 facility as approved on October 27, 2025. (Please note attached signed MOU from City of Florence in regards to 50/50 cost share agreement and PATH Contract)

Done this the 10th day of November, 2025.

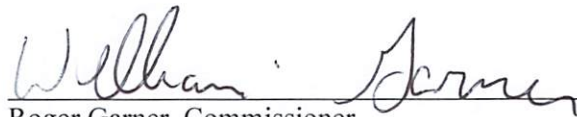
LAUDERDALE COUNTY COMMISSION



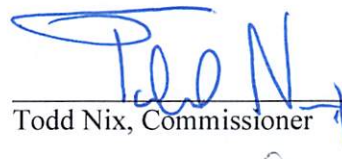
Danny Pettus, Chairman

Absent

Brad Black, Commissioner



Roger Garner, Commissioner

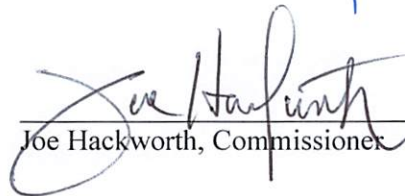


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into on 12-Nov-2025 between Path Company, LLC, hereinafter called the "ESCO" and Lauderdale County Commission hereinafter called the "Owner" (collectively, "Parties" or individually, "Party").

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and contracts herein contained agree as follows:

This Contract is for Professional Work for energy efficiency improvements ("Professional Work") hereinafter referred as Lauderdale County Commission Installation Contract 102187-001. The parties have also entered into an Energy Savings Contract of even date here with (the "Energy Savings Contract"). ESCO and Owner agree each and all of the provisions of this Contract are hereby incorporated into the Lauderdale County Commission Energy Savings Guarantee Contract – 102195-001, by this reference, so that each and all of such provisions shall constitute a part of the Lauderdale County Commission Energy Savings Guarantee Contract – 102195-001.

ESCO will provide all Professional Work; engineering; design; procurement; and installation of the infrastructure improvements ("Equipment") (collectively, the "Program") indicated in Exhibit A - Scope of Work ("Work"), to deliver a complete installation. All Work will be subject to the terms and conditions herein and set forth in Exhibits A, B, C, D and E (collectively, the "Contract"). For purposes of this Contract, "Premises" shall include, but is not limited to, the buildings/facilities owned and operated by Owner listed in Exhibit A (Scope of Work) and located at Lauderdale County Commission.

The purchase price for the Work will be \$1,500,000.00.

The Work performed under this Contract will be substantially complete and ready for Owner's beneficial use within an estimated 18 months following Owner's acceptance and ESCO's approval of this Contract and signed notice to proceed (Exhibit B) has been received by ESCO. The ESCO cannot proceed until a written Notice to Proceed (Exhibit B) is forwarded by the Owner.

This Professional Work was procured in accordance with Alabama Code § 41-16-140.

This Agreement is proprietary property of ESCO and is provided for Owner's use only. ESCO guarantees the price stated in this Contract for thirty (30) days from the written date above. The Agreement will become a binding Contract only after acceptance by Owner and approval by an officer of ESCO as authorized by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of ESCO which is not expressed herein.

SCOPE OF CONTRACT: The ESCO shall provide the good/Work to the Owner as set forth in the Contract.

ESCO Initials PP Owner Initials PP

11/12/25

Lauderdale County Commission – Installation Contract – 102187-001

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THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form
- (2) The following Exhibits:
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Notice to Proceed
 - c. Exhibit C – Substantial Completion Form
 - d. Exhibit D – Final Completion Form
 - e. Exhibit E – Hazardous Materials
 - f. Exhibit F – IRS 179D Authorization Letter
 - g. Exhibit G – This section has been intentionally omitted
 - h. Attachment 1 – Plumbing Upgrades

OWNER'S AUTHORIZED REPRESENTATIVE(S): Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, any Zero Dollar Change Order, plus Certificate of Final Completion and Acceptance:

Authorized Representative Position/Title

Authorized Representative Position/Title

Authorized Representative Position/Title

Owner may change any Authorized Representative(s) by providing written notice to ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

ESCO Initials HP Owner Initials PL

TERMS AND CONDITIONS

SECTION 1.0 PAYMENTS TO ESCO

Section 1.1 Construction Payments. Upon execution hereof, INITIAL PAYMENT of 10% of the Contract Price (for engineering, drafting, mobilization, and other costs) and Investment Grade Audit (IGA) fee shall be due. Owner agrees to make construction installment payments to ESCO, or its assignee, for the Work in accordance with the terms and conditions of this Contract. Payments shall be based on percentage of project completion. On a monthly basis, ESCO will present to Owner a statement of values that details the percentage of the Work completed to date. The invoiced amount shall then be based on the respective percentage of the Contract Price. Construction Payments shall be due thirty (30) days from the date of the invoice. Owner's obligation to make the Construction Payments shall be absolute and unconditional in all events except as expressly set forth. After acceptance of the Equipment, Owner covenants that it will not assert any right to set off, counterclaim, abate, or recoupment of the Payments. If Owner fails to make payment as required under this Section 1.1, Owner shall be assessed interest in the amount of 1% per month accruing from the date payment was due.

Section 1.2 If applicable and only to the extent permitted by applicable law, any tax benefits or deductibles related to the energy efficiency improvements such as, but not limited to, those under section 179D of the Internal Revenue Code, will be allocated or assigned to ESCO. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Work has been placed in service pursuant to Section 179D, Owner agrees to allocate the tax deduction available under Section 179D solely to ESCO pursuant to Section 179D(d)(4) and shall provide the written form (as Exhibit F attached) of allocation to ESCO that is required by the Internal Revenue Service.

SECTION 2.0 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION APPROVAL

Section 2.1 Construction Procedures and Changes to Work. ESCO shall supervise and direct the Work using qualified and lawfully licensed personnel. ESCO shall have exclusive control over construction means, methods, techniques, sequences and procedures. ESCO shall at all times have the right to replace, delete or substantially alter any item of equipment, subcontractor or part of the Work, correct any work, revise any procedures included in this Contract, or take any other actions, provided, however, that ESCO shall obtain Owner's prior written consent to material deviations from the original scope or item of equipment. Said consent shall not to be unreasonably withheld, conditioned or delayed. ESCO, in its sole discretion shall have the right to terminate and/or replace personnel performing the Work.

Section 2.2 ESCO shall provide overall coordination, management, and responsibility, and shall assure that all Work is completed in a good and workmanlike manner. ESCO's Work shall include the following:

- a. Engineering Design: A survey of the Premises for purposes of designing the Program.
- b. Procurement, Installation, Start-Up: Subject to other provisions of this Contract, ESCO will act as a turn-key general contractor assuming total responsibility for the procurement of

ESCO Initials PL Owner Initials PL

11/12/25

Lauderdale County Commission – Installation Contract – 102187-001

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labor and material for installation and start-up of Equipment, including: selecting subcontractors; awarding subcontracts; receiving and evaluating submitted drawings on the equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings and providing same to Owner upon completion; obtaining and providing to Owner operation and maintenance manuals from subcontractors; providing for training of Owner personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Owner for acceptance of the equipment.

- Section 2.3** Systems Startup and Equipment Commissioning: The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified by the manufacturer and prior to acceptance of the project by Owner. The ESCO shall provide notice to the Owner of the scheduled test(s) and the Owner and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO shall be responsible for correcting and/or assigning to third parties (including Equipment manufacturer) all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.
- Section 2.4** In order for ESCO to receive payments during the design/build stages of the Program, the Owner shall authorize disbursements from any escrow account established and maintained pursuant to any escrow Contract entered into between Owner and any third-party financing company based on monthly draw requests from the ESCO per Section 1.0 of this contract.
- Section 2.5** Substantial Completion. ESCO may provide written notice to Owner that one or more of the items described in Exhibit A (each, a "Service Element") is/are substantially complete and request that Owner issue a Certificate of Substantial Completion and Acceptance ("Certificate") with respect to such Service Elements, substantially in the form of Exhibit C. Substantial Completion with respect to a Service Element is the date when the specified Work has been performed or installed and is operating as required by this Contract, with only minor work remaining as may be specified on a punch list agreed to by Owner and ESCO and, if applicable, annexed to Certificate. Owner shall within fourteen (14) days following receipt of Certificate inspect the specified Service Element and either execute Certificate or reject such Certificate setting forth in detail the reasons for such rejection. If Owner fails to accept or reject the Certificate within such fourteen (14) day period, Owner shall be deemed to have accepted the Work outlined in Certificate and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Owner timely and properly rejects Certificate, ESCO will correct deficiencies in the Work and will issue another Certificate to Owner. The procedure set forth above shall be repeated until Certificate has been executed or deemed executed by the Owner. Owner's acceptance of Certificate shall not be unreasonably withheld, conditioned or delayed by Owner. Exhibit C may specify the responsibilities between Owner and ESCO for Energy Savings Contract and any adjustment of compensation therefor.

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- Section 2.6** Final Completion. Final Completion means the Work is complete and performed in accordance with this Contract. Upon Owner's receipt of written notice from ESCO that the Work is ready for final inspection and acceptance, Owner and ESCO shall inspect the Work and determine whether the ESCO reached Final Completion. If after the final inspection, the Parties agree the ESCO reached Final Completion, Owner shall issue a Certificate of Final Completion and Acceptance ("Final Certificate", substantially in the form attached hereto as Exhibit D, to be executed by the Authorized Representative(s) of Owner. In the event ESCO presents Final Certificate to Owner for execution and, within fourteen (14) calendar days from the date noted in Final Certificate as the date of such presentation, Owner fails to deliver an executed original of Final Certificate to ESCO and does not provide to ESCO written objections to issuance of Final Certificate, identifying the specific parts of Work the Owner believes have not been completed and providing specific facts in support of Owner's belief that Work have not been finally completed, the Date of Final Completion shall be the date noted in Final Certificate submitted to Owner.
- Section 2.7** Delays. If ESCO is delayed in the commencement or completion of any part of the Work due to an Event of Force Majeure, or due to the acts or omissions of Owner or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, an "Owner Representative, and collectively, "Owner Representatives") or failure of any Owner Representative to perform its obligations under this Contract or to cooperate with ESCO in the timely performance of the Work, then ESCO will notify Owner in writing of the existence, extent of, and reason(s) for such delay(s). ESCO shall be entitled to a change order to extend the time for completion of the Work or the cost for furnishing the Work to the extent reasonably affected by such delays.
- Section 2.8** Equipment Location and Access. Owner shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of Equipment and the performance of the Work, including sufficient areas for staging, mobilization, and storage. Owner shall provide access to the Premises for ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by ESCO and acceptable to Owner, to perform the Work. ESCO's access to correct any emergency condition shall not be unreasonably restricted by Owner.
- Section 2.9** Permits and Governmental Fees. ESCO shall secure (with Owner's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work and which are legally required to be obtained in ESCO's or its subcontractor's name. Owner is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. In addition, Owner is responsible for the governmental or regulatory permits, if any, outlined in Exhibit A.
- Section 2.10** Utilities During Construction. Owner shall provide ESCO access to existing water, heat, and utilities and shall pay for such utilities consumed by ESCO during performance of the Work. ESCO shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

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Section 2.11 Concealed or Unknown Conditions. ESCO shall promptly notify Owner if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Work and/or (iii) unknown Hazardous Materials, including but not limited to asbestos and lead paint. If such conditions cause an increase in ESCO's cost of, or time required for, performance of any part of the Work, ESCO shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and ESCO and Owner shall agree, by change order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Energy Savings Contract. If the parties are unable to reach agreement on an appropriate change order, either Party may terminate this Contract by delivery of written notice in accordance with Section 3.5.

Section 2.12 Equitable Adjustment

- (a) ESCO shall be entitled to an equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract (in each case, to the extent affected) upon occurrence of any of the following events:
1. the Work is delayed, suspended or accelerated by any Owner Representative;
 2. failure by Owner to timely perform its obligations hereunder;
 3. A Change in Law (as defined in Section 2.14), or a change in permitting requirements or other governmental approvals occurs after the date of this Contract;
 4. The occurrence of an Event of Force Majeure, as defined in Section 11.4, affecting the Work;
 5. Any change to the Work is requested or directed by Owner; or
 6. ESCO encounters a concealed or unknown condition as described in Section 2.11.
- (b) Procedure. If ESCO is entitled to an equitable adjustment, as described in subsection a), above ESCO shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Owner shall either (i) execute and deliver to ESCO such change order as provided by ESCO; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, ESCO may either (i) perform the Work and Owner shall compensate ESCO for such performance on a time and material basis in accordance with ESCO's then current prices and procedures, or (ii) terminate this Contract by notice to Owner, which termination shall be deemed termination without cause pursuant to Section 3.5.

Section 2.13 Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit ESCO to modify any affected Baseline applicable to the Energy Savings Contract to account therefor. If any fire, flood, other

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casualty, including Event of Force Majeure or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is/are to be performed, ESCO may terminate this Contract, effective immediately, by delivery of a written notice to Owner, which termination shall be deemed termination pursuant to Section 3.5. If any significant item of Equipment furnished hereunder is destroyed, irreparably damaged or stolen by the negligence or willful misconduct of an employee, agent or invitee of Owner, and if Owner fails to repair or replace said item within a reasonable period of time agreed to by ESCO, ESCO may terminate this Contract, effective immediately, which termination shall be deemed a termination pursuant to Section 3.5.

Section 2.14 **Change in Law.** The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Contract, either Party may terminate this Contract upon ten (10) business days notice to the other Party and such termination shall be deemed termination pursuant to Section 3.5 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligation under this Contract, then either Party shall be entitled to terminate this Contract (including the Energy Savings Contract) upon ten (10) business days' notice to the other Party without any liability to the other Party (except for payment by Owner of amounts due for any completed Work or Performance Period Work which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein and to the fullest extent permitted by Alabama state law, ESCO shall not be liable for any failure to meet the Energy Savings Contract or for any shortfall thereunder resulting, directly or indirectly, from a Change in Law.

SECTION 3.0 OWNER'S OBLIGATIONS

Section 3.1 **Access to Premises.** Owner shall provide ESCO with access to the Premises, with or without prior notice to Owner, to inspect for ESCO's benefit the Work and/or to validate Owner's performance of its responsibilities.

Section 3.2 **Representations, Warranties and Covenants of Owner.** Owner hereby represents, warrants, and covenants to ESCO that:

(a) Owner has furnished, or caused others to furnish, and will continue to furnish to ESCO, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:

 i. utility records for the 24-month period preceding the date hereof and throughout the Term;

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- ii. occupancy and usage information, including current representative tenant leases, for the 24-month period preceding the date hereof and throughout the Term;
 - iii. written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
 - iv. descriptions of all energy consuming or saving equipment used on or affecting the Premises;
 - v. any energy or environmental audits relating to all or any part of the Premises;
 - vi. any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
 - vii. construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and
 - viii. a description of energy management procedures presently utilized by Owner for the Premises and any revisions thereto throughout the Term.
- (b) Owner has provided ESCO with all records heretofore requested by ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to ESCO by Owner in writing; and
- (c) Owner has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management Work or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to ESCO in writing by Owner; and
- (d) Until the Date of Final Completion of this Contract, Owner will not enter into any contracts or agreements with other persons or entities regarding the provision of Professional Work or with regard to any servicing of any of Equipment furnished by ESCO hereunder, without prior written consent of ESCO; and
- (e) Owner presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to ESCO by Owner in writing; and
- (f) No part of the Equipment controlled by ESCO will be placed in a permanent "on" operating mode or manually controlled and, until the Date of Final Completion, Owner shall permit only ESCO personnel or other qualified providers to repair, adjust or program Equipment installed or controlled by ESCO, except in the event of an emergency, in which event Owner may remedy the emergency and shall notify ESCO as soon as possible of the existence of the emergency and measures taken by Owner; and
- (g) Owner has disclosed in writing to ESCO the existence and location of all known or suspected asbestos and other Hazardous Materials included but not limited to the Premises; and
- (h) Owner will provide ESCO with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time-to-time hereafter within ten (10) days after execution thereof and information or Work under Owner's control shall be furnished promptly by Owner; and
- (i) The execution, delivery and performance by Owner of this Contract does not violate any applicable provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Owner's respective charter or by-laws or create a default under any agreement, bond, note

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or indenture to which Owner is a Party or by which Owner is bound or to which any of Owner's property is subject; and Owner has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Owner is a governmental entity or instrumentality thereof, Owner has complied with all applicable laws and regulations relative to bidding or procurement of the Work hereunder; and

- (j) the Contract has been duly authorized, executed and delivered by Owner, and constitutes the valid and legally binding obligation of Owner, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;
- (k) Owner shall notify ESCO within twenty-four (24) hours of Owner's receipt of actual or constructive notice of (1) any material malfunction in the operation of Equipment installed or equipment affected by the Work provided pursuant to this Contract and/or (2) any interruption or alteration of the energy supply to the Premises; and
- (l) Owner acknowledges and agrees that the Performance Period Work will be performed by ESCO or on behalf of ESCO by a ESCO authorized service provider; and
- (m) Owner is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.3

Owner Default. Each of the following events or conditions shall constitute a default by Owner (each, an "Owner Default"):

- (a) Failure by Owner to timely pay or cause to be paid amounts due ESCO in accordance with the provisions of this Contract and applicable law;
- (b) Any representation or warranty furnished by Owner in this Contract is false or misleading in any material respect when made;
- (c) Any default by Owner under any instrument or agreement (i) related to the financing or leasing of all or any part of Work or Equipment hereunder and/or (ii) granting to any person or entity a security interest in and to Equipment to be installed or furnished hereunder without ESCO's express written consent;
- (d) Any failure by Owner to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Owner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Owner fails to promptly begin to cure and diligently proceed to completion thereof;
- (e) The commencement of any voluntary proceedings in bankruptcy or receivership by Owner, the commencement of any involuntary proceeding in bankruptcy or receivership against Owner which is not stayed or dismissed within ninety (90) days from the filing date thereof, Owner shall become insolvent, make a general assignment for the benefit of creditors, or Owner shall fail to pay its debts as and when they become due.

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- Section 3.4** ESCO Default. Each of the following events or conditions shall constitute a default by ESCO (each, a "ESCO Default"):
- (a) Any representation or warranty furnished by ESCO in this Contract is false or misleading in any material respect when made;
 - (b) Any failure by ESCO to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to ESCO demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, ESCO fails to promptly begin to cure and diligently proceed to completion thereof; or
 - (c) The commencement of any voluntary proceedings in bankruptcy or receivership by ESCO, the commencement of any involuntary proceeding in bankruptcy or receivership against ESCO which is not stayed or dismissed within ninety (90) days from the filing date thereof, ESCO becomes insolvent, or ESCO makes a general assignment for the benefit of creditors.

Section 3.5 Termination Without Cause. Termination of this Contract without cause will be effectuated by delivery of at least ten (10) day advance written notice declaring termination, upon which event a) Owner shall be liable to ESCO for all invoices previously submitted, Work performed or furnished up to the effective date of termination (including overheads) and any damages sustained by ESCO, including the cost of terminating orders or subcontracts for labor or material and price of any specially manufactured items, whether in production or delivered; and b) ESCO shall have no further obligation to Owner under this Contract.

Section 3.6 Termination by ESCO Due to Owner Default. If an Owner Default has occurred and is continuing, ESCO may immediately suspend all or a portion of the Work at ESCO's discretion and/or terminate this Contract by ten (10) day written notice to Owner. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including the cost of terminating orders or subcontracts for labor or material and the price of any specially manufactured items, whether in production or delivered and for ESCO's lost profits and overheads. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including attorney fees and costs incurred by ESCO as a result of Owner's default. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity

Section 3.7 Termination by Owner Due to ESCO Default. If an ESCO Default has occurred and is continuing, Owner may terminate this Contract by ten (10) day written notice to ESCO. In the event Owner terminates this Contract for an ESCO Default, Owner may take possession of the Premises together with all materials thereon and move to complete the Work itself expediently. In completing the Work, Owner shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by ESCO to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that ESCO shall not be obligated to ship any such equipment unless Owner provides ESCO adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, the excess shall be paid to ESCO, but if the

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expense exceeds the unpaid balance, ESCO shall pay the difference to Owner as Owner's sole and exclusive remedy hereunder in connection with the ESCO Default upon demand by Owner.

SECTION 4.0 INSURANCE

Section 4.1 ESCO's Liability Insurance. ESCO shall purchase and maintain without interruption, from the commencement of the Work until the Date of Final Completion, the following policies with the following minimum limits

Workers' Compensation:	Statutory
Comprehensive General Liability:	\$1,000,000 per occurrence \$2,000,000 in the aggregate
Automobile Liability:	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 per claim \$2,000,000 in the aggregate

Section 4.2 Title and Risk of Loss. Title to Equipment comprising the Work shall pass to Owner upon payment to ESCO by Owner for Work corresponding to such Equipment.

Section 4.3 Owner's Liability and Property Insurance.

- (a) Owner shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Owner deems necessary and appropriate.
- (b) Owner shall purchase and maintain Property Insurance policy covering the materials, supplies, equipment, etc. while being stored, installed and at final acceptance. Owner hereby agrees that ESCO is not responsible for purchasing or maintaining Builder's Risk / Property Insurance on behalf of Owner, nor will ESCO purchase or maintain such insurance on behalf of Owner. Further, Owner agrees that ESCO is not responsible for purchasing and maintaining the Builder's Risk / Property Insurance, and that once materials, supplies, equipment, etc. are delivered to Owner's construction site (or any site belonging to Owner, even if not the exact installation site), that Owner is fully responsible for materials, supplies, equipment, etc. from that point forward in regard to any form of loss or peril.

Section 4.4 Owner's Loss of Use/Business Interruption Insurance. Owner may purchase and maintain insurance to protect against loss of use of Owner's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Owner acknowledges that ESCO is not required to purchase or maintain such insurance against the loss of use of Owner's business interruption. OWNER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST ESCO AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF OWNER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 4.5 Evidence of Insurance. Owner and ESCO shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Work, evidencing the coverages and limits required to be

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maintained under Sections 4.1 and 4.3 of this Contract. Except for the workers' compensation insurance policies and the professional liability insurance policy, the certificate(s) shall name the other Party as an "additional insured" to the extent of the Indemnity obligation assumed by the insured Party under this Contract. Each Party shall provide 30 days written notice to the other Party in the event any insurance policy required hereunder is to be cancelled, terminated or is allowed to expire, except in the event of a non-renewal for non-payment, in which case notice shall be provided as soon as reasonably practical. Neither the procurement nor maintenance of any type of insurance by Owner shall in any way be construed or deemed to limit, waive, or release Owner from any of the obligations and risks of Owner under this Contract, or to be a limitation on the nature and extent of such obligations and risks.

Section 4.6 If applicable, the payment and performance bonds provided in accordance with Alabama state law by ESCO shall specifically exclude coverage for those portions of the Energy Equipment Installation Contract pertaining to Energy Savings Contract, design services, energy cost savings guarantees, maintenance guarantees, utility incentives and any other clauses which do not relate specifically to procurement and installation of the Infrastructure Improvements, construction or construction management and supervision of the work for purchasing and installing ESCO Equipment, or for work to be accomplished by the Owner.

SECTION 5.0 HAZARDOUS MATERIALS

Section 5.1 Asbestos and Hazardous Materials. Except as expressly stated, ESCO's Work expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, lead based paint, material or waste, urea formaldehyde, asbestos, asbestos-containing materials, polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

ESCO shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Owner's premises. Owner warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit E (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which ESCO will be performing any part of the Work or Owner has disclosed to ESCO the existence and location of any Hazardous Materials in all areas within which ESCO will be performing any part of the Work.

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ESCO's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit E and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should ESCO become aware of or suspect the presence of Hazardous Materials in the course of performing the Work that are not disclosed in Exhibits E, or which present or may present a hazard to or endanger health welfare or safety, ESCO shall have the right to immediately stop work in the affected area and shall notify Owner. Owner will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. ESCO shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, ESCO may terminate this Contract pursuant to Section 3.5. Owner shall compensate ESCO for any additional costs incurred by ESCO as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to ESCO, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless ESCO, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "ESCO" for purposes of this Article 5) and ESCO's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind brought by a third-party, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Contract, except to the extent such Hazardous Materials were brought onto the Premises by ESCO; and/or (2) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. To the extent permitted by Alabama state law, ESCO shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents.

SECTION 6.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 6.1 Indemnification. To the maximum extent permitted by Alabama state law, ESCO and Owner shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees of each other harmless from any and all third party actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from the negligence of its employees, agents, subcontractors or other authorized agents in connection with the Work to be performed on the Premises. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one Party hereto knows or has reason to believe that the other Party will be required, in connection with this Contract, by any court or

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governmental administrative Owner to respond to any legal action or other directive by such authorities, such Party shall immediately notify the other in writing of the same.

Section 6.2 **LIMITATION OF LIABILITY:** RECOGNIZING THE LIMITATIONS AND IMMUNITIES ALLOWED TO GOVERNMENTAL ENTITIES UNDER THE ALABAMA TORT CLAIMS ACT AND OTHER APPLICABLE LAW, AND WITHOUT WAIVER OF ANY RIGHTS , PRIVILEGES OR IMMUNITIES THEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOST PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY, EXCEPT WHEN RECOVERY OF SUCH DAMAGES ARE EXPRESSLY PERMITTED UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY ALABAMA STATE LAW, ESCO AND THE OWNER'S DAMAGES SHALL BE LIMITED TO THE VALUE OF THIS AGREEMENT UNDER OR THE AVAILABLE INSURANCE PROCEEDS, WHICHEVER IS GREATER.

SECTION 7.0 WARRANTY

Section 7.1 **General.** Should any item of Equipment be found to be defective within one (1) year from the date of Substantial Completion, ESCO agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to ESCO and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by ESCO. On all systems installed pursuant to this Contract, ESCO shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective equipment or improper installation. If the Equipment fails to fulfill the performance Energy Savings Contracts, ESCO shall have the opportunity, at its sole cost and expense, to make such changes as it deems necessary to fulfill such Energy Savings Contracts. If a demonstration is required, ESCO shall be given the opportunity to test the equipment under requisite conditions. The warranty provisions under this Section 7.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all ECMs, ESCO shall deliver to the Owner all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

Section 7.2 **Equipment Warranties.** ESCO covenants and agrees that all Equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. ESCO further agrees to deliver to the Owner for inspection and approval, all such written warranties and which shall be attached, to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance (provided, however, that ESCO shall have no obligation to incur costs to legally enforce any such rights or remedies), to notify the Owner whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and

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remedies are exercised by ESCO. The cost of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Owner or the Premises, due to ESCO's failure to exercise its warranty rights shall be borne solely by ESCO.

All warranties shall be transferable and extend to the Owner. ESCO shall use commercially reasonable efforts to have the warranties specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All ESCO warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Exhibits.

Section 7.3

THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ESCO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF WORK, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. ESCO SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

SECTION 8.0 REPRESENTATIONS

Each Party warrants and represents to the other that:

- i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- ii. Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- iii. Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
- iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.
- v. ESCO AND ALL RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, AND EMPLOYEES HAVE NOT MADE ANY SCOPE OR PROMISES TO OWNER EMPLOYEES,

ESCO Initials LE Owner Initials PL

BOARD MEMBERS, OFFICIALS, AND/OR RELATED PARTIES UNLESS SPECIFICALLY DOCUMENTED IN THIS CONTRACT.

SECTION 9.0 SPECIAL PROVISIONS

Section 9.1 For future Energy Savings Performance Contracting (ESPC) work, Lauderdale County Commission, and their funded entities reserves the right to conduct future phases of work with Path Company, LLC as their ESCO partner.

SECTION 10.0 THIS SECTION IS INTENTIONALLY OMITTED

This section is intentionally omitted.

ARTICLE 11.0 GENERAL PROVISIONS

Section 11.1 Assignment. Owner may not assign, transfer, or convey this Contract, or any part hereof, or its right, title or interest herein, without the written consent of ESCO, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 11.2 Applicable Law and Jurisdiction. This Contract is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located. Owner hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises are located and of the United States District Court in such state.

Section 11.3 Complete Contract. This Contract and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Contract between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by ESCO prior to execution of this Contract were for negotiation purposes only and shall not constitute legally binding commitments. This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by ESCO and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by ESCO; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Contract and its Exhibits, the provisions of this Contract and its Exhibits shall govern.

Section 11.4 Force Majeure. Neither Party shall be considered to be in default hereunder when a failure of performance (other than Owner's obligation to make payment to ESCO) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; hurricane; earthquake; tornado; storm; fire; civil disobedience; disease; epidemic; pandemic; insurrections; riots; labor disputes; labor or material

ESCO Initials LE Owner Initials PL

shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. If either Party is rendered unable to fulfill any of its obligations under this Contract by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Contract due to Event of Force Majeure, this Contract shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, which termination shall be deemed termination pursuant Section 3.5.

Section 11.5 Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.

Section 11.6 Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Contract are consummated to the extent possible.

Section 11.7 Signatures in Counterpart. This Contract may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and the same Contract. A facsimile copy hereof shall suffice as an original.

Section 11.8 Neutral Interpretation. This Contract shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that ESCO has drafted the initial form of this Contract shall not affect the interpretation of any provision of the Contract in a manner adverse to ESCO or otherwise prejudice or impair ESCO's rights.

Section 11.9 For purposes of this agreement, "Premises" shall include, but is not limited to, all buildings and/or addresses owned and operated by Agency listed in Exhibit A.

Section 11.10 The execution of this Contract and performance of the Work is authorized under Alabama Code § 41-16-140.

ESCO Initials PP Owner Initials PP

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: 
(Signature in Ink)

Name: Russell Phillips

Title: Co-President

Date: 11/17/2025

OWNER:

By: 
(Signature in Ink)

Name: Danny Pettus

Title: Chairman Lauderdale Co. Commission

Date: 13-Nov-2025

Schedules, Exhibits, Attachments

ESCO Initials  Owner Initials 

Exhibit A – Scope of Work

HVAC Upgrades

1. Demolition

- a. Remove & dispose of (1) split system heat pump (1st floor 911).
- b. Remove & dispose of duct work feeding 5 offices (1st floor 911).
- c. The demolition scope excludes the removal of mechanical systems above the ceiling not required for the complete install of the proposed system.

2. Installation

- a. Provide & install (1) VRF Outdoor Units (1st floor 911).
- b. Provide & Install VRF (5) Indoor Units for offices (1st floor 911).
- c. Provide & install branch controllers associated with each VRF system.
- d. Provide & install all refrigerant piping required between VRF outdoor units and branch controllers and between branch controllers and each VRF indoor unit.
- e. VRF manufacturer controls (Mitsubishi), integrated into a cloud-hosted Niagara (Distech) control platform.
- f. Provide & install (1) self-contained indoor heat pump for the IT room.
- g. Provide & install (1) split system heat pump single zone vav (1st floor 911).
- h. Provide & install duct work, VVT bypass, and zoning dampers for offices (2nd floor 911).
- i. Provide & install duct work for EOC (1st floor EOC)
- j. Provide & install duct work and zoning dampers for offices (2nd floor EOC).

Controls Upgrades

1. Demolition

- a. Remove & dispose of all existing HVAC controls equipment.

2. Installation

- a. Provide & install controls for single zone VAV (1st floor 911).
- b. Provide & Install controls for (5) Indoor VRF Units for offices (1st floor 911).
- c. Provide & install zone controls for offices (2nd floor 911).
- d. Provide & install controls for split system heat pump (1st floor EOC).
- e. Provide and install zone controls for VVT heat pump (2nd floor EOC) .
- f. Provide & install controls for self-contained indoor heat pump for the IT room.
- g. Provide & install front end control that matches system being used at County Courthouse.

LED Lighting Upgrades

High level scope as described below.

1. Interior LED Lighting (1st floor 911, 2nd floor 911, 1st floor EOC, & 2nd floor EOC)

ESCO Initials

PL

Owner Initials

PL

11/12/25

Lauderdale County Commission – Installation Contract – 102187-001

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- a. Furnish and install new interior LED fixtures and LED lamps depending on the application.
- 2. Exclusions
 - a. Installation or integration of new lighting control systems (e.g., occupancy sensors, daylight harvesting, dimming systems) is excluded.
 - b. Connection of lighting circuits to fire alarm panels, override systems, or integration with emergency communication systems is excluded unless explicitly shown in plans.
 - c. Connection of lighting circuits to fire alarm panels, override systems, or integration with emergency communication systems is excluded.

Electrical System Upgrades

Provide all labor, equipment, and materials required for the installation of new fire alarm electrical services from existing electrical panels. This work shall comply with applicable codes and include all services necessary to furnish and install a complete and operational system.

- 1. Installation
 - a. Furnish and install new electrical services to (3) 911 console pods
 - (2) Pods contain (4) dispatch stations.
 - (1) Pod contains (6) dispatch stations.
 - b. Furnish and install new electrical services to (12) circuits in the IT room (911 1st floor).
 - c. Furnish and install new electrical services to (4) circuits breakroom (911 1st floor)
 - d. Move current electrical circuits from middle of open room to exterior walls (1st floor EOC & 2nd Floor EOC.
- 2. Exclusions
 - b. Emergency Power generator and transfer switch

Plumbing Upgrades

Provide all labor, materials, and equipment necessary provide (4) new bathroom and (2) new showers. New bathroom location and showers are shown in Exhibit G. This work shall comply with applicable codes and include all services necessary.

- 1. Installation
 - a. Provide and install new plumbing rough ins, toilets, and shower stalls.
 - b. Reconnect all required drains.
 - c. Connect all required hot and cold water supplies.
- 2. Exclusions
 - a. All wall studs, wall covering, wall finishes, stalls, railing, and flooring.

ESCO Initials RV Owner Initials pl

Ceiling Upgrades

Provide all labor, materials, and equipment necessary for new ceiling grid and tile (1st floor 911, 2nd floor 911, 1st floor EOC, & 2nd floor EOC).

1. Installation

- a. Provide and install new drop ceiling grid.
- b. Provide and install new ceiling tile.

ADA Wheelchair Lift

Provide all labor, materials, and equipment necessary for (2) ADA wheelchair lifts.

1. Installation

- a. Provide and install (1) wheelchair lift in 911 building.
- b. Provide and install (1) wheelchair lift in EMA building.

General Exclusion

The county has agreed to self-perform certain work and will be excluded from the project. The exclusion are listed below.

1. New wall construction

- a. Includes insulation, sheetrock, paint, finishes, and elevators.

2. Flooring

- a. Includes all flooring (1st floor 911, 2nd floor 911, 1st floor EOC, & 2nd floor EOC).

3. Radio and IT Equipment

- a. Provide and install all radios, communication, and IT equipment.

4. Backup Power

- a. Includes generator, transfer switch, wiring, and installation.

5. Security

- a. Includes fencing, window film, gates, and electronic access control.

6. Roofing

- a. Includes all roofing materials and installation.

ESCO Initials LE Owner Initials PL

Exhibit B – Notice to Proceed

This **Notice to Proceed** for Scope per Exhibit A is attached to and made an integral part of that certain Lauderdale County Commission Installation Contract 102187-001 dated 13-Nov-2025 by and between Path Company, LLC (the "ESCO") and Lauderdale County Commission, (the "Owner").

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize the ESCO to proceed with the installation of all ECM's listed in Scope per Exhibit A.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: [Signature]
(Signature in Ink)

Name: Richard Phillips

Title: Co-President

Date: 11/17/2025

OWNER:

By: [Signature]
(Signature in Ink)

Name: Danny Pettus

Title: Chairman Lauderdale Co. Commission

Date: 13-Nov-2025

ESCO Initials [Signature] Owner Initials [Signature]

Exhibit C – Substantial Completion Form

This **Substantial Completion Form** is attached to and made an integral part of that certain Lauderdale County Commission Installation Contract 102187-001 dated _____ by and between Path Company, LLC (the "ESCO") and Lauderdale County Commission, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: _____
(Signature in Ink)

Name: _____

Title: _____

Date: _____

OWNER:

By: 
(Signature in Ink)

Name: Danny Pettus

Title: Chairman Lauderdale Co. Commission

Date: 13-nov-2025



ESCO Initials  Owner Initials 

Exhibit D – Final Completion and Acceptance

This **Final Completion and Acceptance Form** is attached to and made an integral part of that certain Lauderdale County Commission Installation Contract 102187-001 dated 13-Nov-2025 by and between Path Company, LLC (the "ESCO") and Lauderdale County Commission, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be complete, and Owner accepts the same.

The Date(s) of Final Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Date of Substantial Completion, except as noted below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: _____
(Signature in Ink)

Name: _____

Title: _____

Date: _____

OWNER:

By:  _____
(Signature in Ink)

Name: Danny Pettus

Title: Chairman Lauderdale Co.Commission

Date: 13-Nov-2025

ESCO Initials PP Owner Initials DP

Exhibit E – Hazardous Materials

Pursuant to Section 5.0 of the Contract, the existence of the following Hazardous Materials has been disclosed by Owner and/or otherwise identified prior to the execution of the Contract:

1. PCB-containing ballasts and mercury-containing lamps which shall be replaced by and disposed of by ESCO and shall be disposed of in name of the Owner as owner/generator of the Hazardous Material
2. Abatement of all asbestos containing materials is the sole responsibility of the Owner and asbestos containing materials shall be removed and disposed of by the Owner in accordance with all Federal, State, and Local codes and ordinances prior to commencement of work by ESCO under this project in accordance with this Article 5 of the Contract. All asbestos abatement shall be contracted separately at the Owner's expense. To the maximum extent permitted by Alabama state law, Owner agrees that ESCO is in no way liable for any damage (bodily injury or property damage) caused by Asbestos or Asbestos containing materials.
3. Lead paint, or any other material classified as hazardous or that requires special testing, handling, abatement and/or disposal that is not specifically addressed is the responsibility of the Owner.

ESCO Initials Re Owner Initials pe

Exhibit F – IRS 179D Authorization Letter

12-Nov-2025

Lauderdale County Commission
Danny Pettus
102 S Court Street, Sixth Floor
Florence, AL 35630

RE: Lauderdale County Commission 102187-001

Subject: 179D Tax Deduction Form of Allocation

Dear Danny Pettus,

Path Company is requesting permission for allocation of the tax deduction incentives allowable under Section §179D of the Internal Revenue Code regarding the Energy Policy Act of 2005. These incentives allow government building owners to allocate potential Section 179D deductions, that are otherwise of no value to tax-exempt entities, to project designers including contractors, consultants, and energy service providers.

Per the definitions in Notice 2008-40 and the fact that Lauderdale County Commission is tax-exempt, tax deduction incentives can be allocated to the person primarily responsible for the design of this project. We are requesting you verify we are those responsible persons by the execution of your signature on the attached allocation form. After your review, please notify us of any clarification or corrections you may require otherwise please sign and date where indicated.

It was a pleasure partnering with you in the successful implementation of energy-savings measures throughout your facilities and we look forward to furthering this effort in the future. If you have any other questions, please feel free to contact me.

Sincerely,

Nathan Wells
Co-Founder & Principal

ESCO Initials NW Owner Initials DP

11/12/25

Lauderdale County Commission – Installation Contract – 102187-001

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SECTION 179D ALLOCATION

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient systems. Taxpayers eligible to receive an allocation may include architects, engineers, contractors, environmental consultants, or energy service providers. Lauderdale County Commission hereby allocates the Section 179D deduction for the property(ies) described below to Path Company.

GOVERNMENT BUILDING OWNER

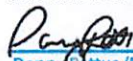
Lauderdale County Commission
Danny Pettus
102 S Court Street, Sixth Floor
Florence, AL 35630

DESIGNER

Path Company
Nathan Wells
1635 Lelia Dr, Suite #102
Jackson, MS 39216
(601) 460-9609

Property Name	Property Address	Cost of Property	Date Placed in Service	179D Deduction Allocated to Designer

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.



Danny Pettus (Nov 13, 2025 16:33:22 CST)

Signature of Government Representative

13-Nov-2025

Date

Signature of Designer

Date

ESCO Initials NP Owner Initials DP

Exhibit G

-- This section has been intentionally omitted --

ESCO Initials HN Owner Initials DP

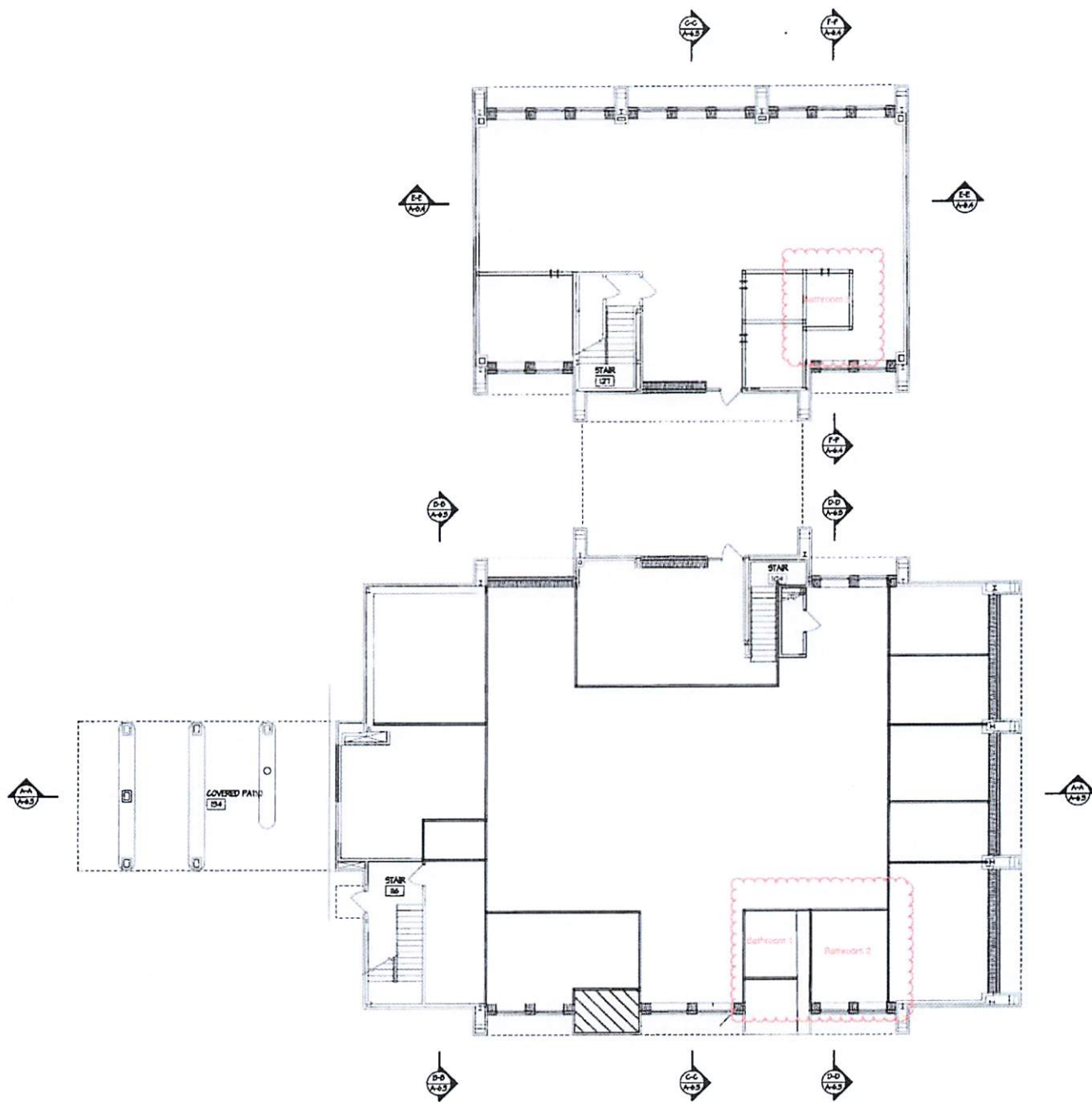
11/12/25

Lauderdale County Commission – Installation Contract – 102187-001

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Attachment 1 – Plumbing Upgrades



FIRST FLOOR PLAN - LAYOUT
SCALE 1/8" = 1'-0"



SECOND FLOOR PLAN - LAYOUT
 SCALE 1/8" = 1'-0"






102187 Lauderdale Co EMA - Updated 11.12.25

Final Audit Report

2025-11-13

Created:	2025-11-13
By:	Brooke Slatton (bslatton@lauderdalecountyal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXY2rB2bLomLSAubkzlpoxidicOhJ_8Fw

"102187 Lauderdale Co EMA - Updated 11.12.25" History

-  Document created by Brooke Slatton (bslatton@lauderdalecountyal.gov)
2025-11-13 - 2:52:37 PM GMT
-  Document emailed to Danny Pettus (danny.shelly.pettus@gmail.com) for signature
2025-11-13 - 2:52:45 PM GMT
-  Email viewed by Danny Pettus (danny.shelly.pettus@gmail.com)
2025-11-13 - 8:07:41 PM GMT
-  Document e-signed by Danny Pettus (danny.shelly.pettus@gmail.com)
Signature Date: 2025-11-13 - 10:33:22 PM GMT - Time Source: server
-  Agreement completed.
2025-11-13 - 10:33:22 PM GMT

**MEMORANDUM OF UNDERSTANDING
REGARDING THE PURCHASE AND RENOVATION OF
THE BUILDING AND PROPERTY AT
102 DR. HICKS BOULEVARD FLORENCE, AL 35630
BETWEEN THE LAUDERDALE COUNTY COMMISSION AND THE FLORENCE
CITY COUNCIL**

PARTIES

The parties to this Memorandum of Understanding hereinafter referred to as "MOU" are the Lauderdale County Commission, hereinafter referred to as "County" and the Florence City Council, hereinafter referred to as "City".

PURPOSE

The purpose of this MOU is to set out the terms of the agreement between the County and the City for the expenditure of money for the purchase and eventual renovation for the property located at 102 Dr. Hicks Boulevard, Florence, Alabama 35630. The future use of this newly purchased and soon to be renovated property is projected to be the future site for the offices and operations of the Lauderdale County Emergency Management Agency, "EMA" and the 911 Center.

WHEREAS, the County and the City are seeking property for the future site for the EMA offices and 911 offices; and

WHEREAS, The County has purchased property located at 102 Dr. Hicks Boulevard, Florence, Alabama 35630, known as the Wells Fargo Bank building and;

WHEREAS, previously the County and the City entered an agreement to purchase property located at 730 South Mitchell Boulevard for the future location of EMA and 911 and,

WHEREAS, the property located at 102 Dr. Hicks Boulevard, Florence, Alabama 35630, formerly used as the Wells Fargo Bank building, offers a better suited and more cost efficient facility for the future offices and operations of EMA and 911; and

WHEREAS, the City and the County wish to jointly participate in renovation of the property located at 102 Dr. Hicks Boulevard, Florence, Alabama 35630 on a 50/50 cost-share basis,


NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereby agree to the following:

- 1. The County shall purchase the property for the agreed purchase price of \$2,410,000 After the closing of the purchase, the County and the City by mutual agreement, shall renovate the newly purchased property at 102 Dr. Hicks Boulevard, Florence, Alabama 35630 for the purpose of relocating the offices and operations of the Lauderdale County Emergency Management Agency (EMA) and the Lauderdale County 911 Center to said property.**
- 2. The City agrees to be responsible for the cost of renovation up to \$2,410,000.**
- 3. If the renovations exceed \$2,410,000 the overage of said amount shall be paid for by the City and the County on a 50/50 cost-share basis, by agreement.**
- 4. If the renovation costs are less than \$2,410,000, then the City shall pay the County the difference thereby representing an equal amount of money spent by the City and the County for the aforementioned listed and described property.**

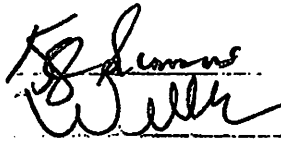
NOW THEREFORE BE IT FURTHER AGREED: The City and the County shall pass appropriate resolutions authorizing this MOU, and officially committing through said resolutions to the 50/50 cost-share expenditure of the purchase and eventual renovations of the property, as described herein, located at 102 Dr. Hicks Boulevard, Florence, Alabama 35630. ADOPTED RESOLUTIONS OF THE COUNTY AND THE CITY SHALL BE ATTACHED TO THIS MOU AS EXHIBITS AND ADOPTED BY REFERENCE HEREIN.

AUGUST 16, 2022

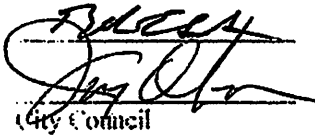
Date



Mayor Andy Betterton
on behalf of the City
of Florence

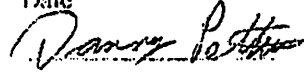


Michelle Pope-Ebanks
Barry

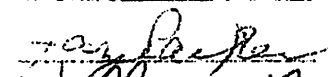

City Council

August 18th, 2022

Date



Danny Pettus
Chairman of
Lauderdale County
Commission on behalf
of the County



William J. Farmer
County Commission

Sponsor: Mayor Betterton

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Memorandum of Understanding between the City of Florence and Lauderdale County regarding the purchase and renovation of the property located at 102 Dr. Hicks Boulevard, to be used by the Lauderdale County Emergency Management Agency and 911, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute and attest such Memorandum of Understanding on behalf of the City of Florence.

ADOPTED this 16TH day of AUGUST, 2022.



[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
CITY COUNCIL

APPROVED this 16TH day of AUGUST, 2022.

[Signature]
MAYOR

ADOPTED & APPROVED this 16TH day of AUGUST, 2022.

[Signature]
CITY CLERK

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

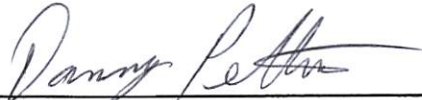
WHEREAS, the Lauderdale County Commission elected to offer the Local Government Health Insurance Plan to Lauderdale County Retirees under the age of 65 upon their retirement without a lapse in coverage at the expense of each future retiree and to be paid a month in advanced; and

WHEREAS, after much consideration, the Lauderdale County Commission has decided to stop offering Lauderdale County Retirees, who are under the age of sixty-five the option to purchase the Local Government Health Insurance Plan beginning January 1, 2026 as passed on September 23, 2024. Local Government Health Insurance Policies cannot be canceled by non-payment of premium by retiree thus making the Lauderdale County Commission responsible if any lapse or non-payment of premiums by retirees. Lauderdale County Commission cannot lend its name and credit for the personal gain of retirees.

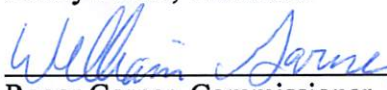
BE IT RESOLVED by the Lauderdale County Commission, that beginning January 1, 2026 Lauderdale County Employees, under 65 years of age, planning to retire will not be offered the option to purchase the Local Government Health Insurance Plan at the expense of each future retiree.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



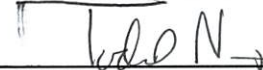
Danny Pettus, Chairman



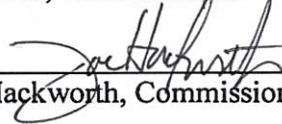
Roger Garner, Commissioner

Absent

Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, an application for a proposed subdivision plat has come before the Lauderdale County Commission for Patterson Road Subdivision, located as follows:

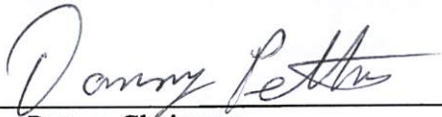
In the Southeast Quarter of Section 4 in Township 2 South Range 11 West.

WHEREAS, the Lauderdale County Engineer has reviewed the aforementioned application and recommends that it be approved.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the application for the Patterson Road Subdivision is herein approved.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Location Map
Map to South

SECTION 10 OF ORDINANCE 17-100, AS AMENDED, CONCERNING THE ZONING OF LAND IN THE CITY OF ALABAMA

SECTION 10-1-1. PURPOSE AND SCOPE.

The purpose of this ordinance is to establish the zoning regulations for the City of Alabama, and to provide for the orderly development and use of land within the city.

This ordinance shall apply to all land within the City of Alabama, except as otherwise provided by law.

The following definitions shall apply to the terms used in this ordinance:

ALABAMA shall mean the State of Alabama.

CITY OF ALABAMA shall mean the City of Alabama.

COMMISSIONER shall mean the Commissioner of the Department of Transportation.

DEPARTMENT OF TRANSPORTATION shall mean the Department of Transportation.

LAND SURVEYOR shall mean a person duly licensed as a land surveyor under the laws of the State of Alabama.

PLANNING COMMISSION shall mean the Planning Commission of the City of Alabama.

PLANNING DEPARTMENT shall mean the Planning Department of the City of Alabama.

PLANNING BOARD shall mean the Planning Board of the City of Alabama.

PLANNING COMMISSION shall mean the Planning Commission of the City of Alabama.

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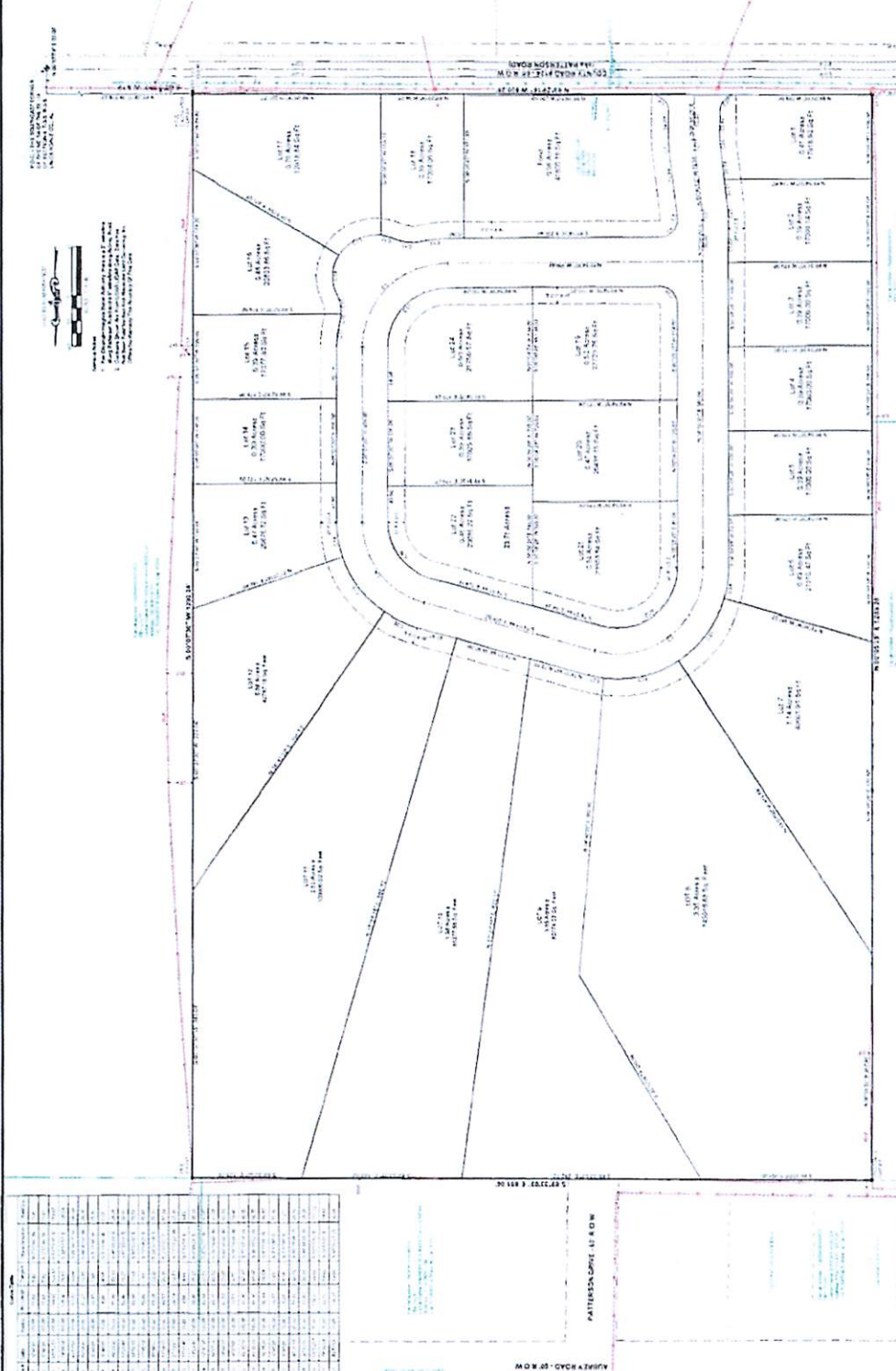
PLANNING BOARD shall mean the Planning Board of the City of Alabama.

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PLANNING DEPARTMENT shall mean the Planning Department of the City of Alabama.

PLANNING BOARD shall mean the Planning Board of the City of Alabama.

PLANNING COMMISSION shall mean the Planning Commission of the City of Alabama.



LEGEND

1. 15' Right of Way (R.O.W.)

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3. 15' Right of Way (R.O.W.)

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100. 15' Right of Way (R.O.W.)

PRELIMINARY

PLANNING BOARD

PLANNING COMMISSION

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the official Holiday Schedule has been received from the Governor's Office in which the days listed below have been declared for observance during the holiday season,

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that the following days are herein declared as a holiday for observance by state and county employees:

Thanksgiving:

Thursday, November 27, 2025

Friday, November 28, 2025

Christmas:

Thursday, December 25, 2025

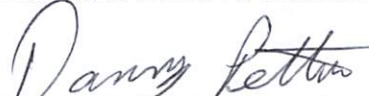
Friday, December 26, 2025

New Year:

Thursday, January 1, 2025

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



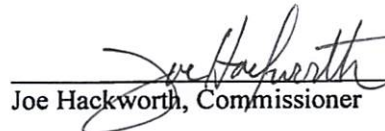
Roger Garner, Commissioner

Absent

Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the rejection of bids for a new counter in the License Commission Office and gives permission to rebid with different specs for a new county in the License Commission Office not to exceed budgeted amount.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

Absent

Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a lease agreement with the University of North Alabama for space within the Workforce Development Center pending Chairman and Attorneys review and consent.

Done this the 10th day of November, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

Absent

Brad Black, Commissioner

Abstain

Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into on the 18 day of November, 2025, by and between Lauderdale County, a body corporate acting by and through its governing body, the Lauderdale County Commission ("Commission") and the University of North Alabama, an entity of the State of Alabama ("University").

WITNESSETH:

WHEREAS, the Commission is the owner of the Lauderdale County Workforce Training Center ("WTC") located a 250 Career Drive Florence, AL 35634;

WHEREAS, the University has the need for space for educational purposes; and

WHEREAS, the Commission desires to lease to the University that portion of the WTC highlighted in yellow on **Exhibit A** (the "Leased Premises") on the terms and conditions set forth in this Lease.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **LEASED PREMISES.** Commission, in consideration of the rents, covenants, and agreements contained herein, to be paid and performed by the University, hereby leases unto the University the Leased Premises. The University will use the Leased Premises for educational purposes for its students.
2. **TERM.** The term of this Lease shall be two (2) years, commencing on January 1, 2026 and continuing through December 31, 2027. At the conclusion of the initial term, if neither party has terminated the lease by January 15 of the year of expiration, the lease shall automatically renew for an additional two (2) year term. The University shall have the option to extend the lease after the initial and renewal terms for additional two (2) year terms, upon providing written notice of its intent to extend the term at least sixty (60) days prior to the expiration of the renewal term. The terms and conditions of all renewal terms shall be the same as set forth in this Lease Agreement unless otherwise agreed to by the parties. The University may terminate this Lease without penalty at any time by providing the Commission 180 days' notice of its intent to terminate. Any amendment to this agreement must be made in writing and signed by both parties. The parties understand and agree that the University's funding for this Lease was appropriated by the Alabama Legislature in FY 2025 and that once the appropriated funds have been exhausted, the University shall have the right to terminate the Agreement, in whole but not in part, without penalty or expense, at any time.

3. **COST.** The University's compensation to the Commission for use of the Leased Premises shall be Twenty Dollars (\$20.00) per square foot per year. The approximate size of the Leased Premises is 10,158 square feet. The University's yearly cost for rental of the Leased Premises is expected to be Two Hundred Three Thousand One Hundred Sixty Dollars (\$203,160). The University will pay equal monthly installments of Sixteen Thousand Nine Hundred Thirty Dollars (\$16,930) to the Commission by the fifth (5th) day of each month.
4. **USE OF LEASED PREMISES.** The parties agree that the University will use and occupy the Leased Premises for educational purposes and will remain in full compliance with all applicable state, federal and local laws, regulations, and ordinances.
5. **QUIET ENJOYMENT.** Commission covenants that the University, meeting all obligations herein specified and observing the covenants hereof, shall peaceably and quietly have, hold, and enjoy the Leased Premises during the term hereof and any extensions thereto.
6. **MAINTENANCE OF LEASED PREMISES BY THE UNIVERSITY.**
 - (a) The Commission shall be responsible for the maintenance of the roof, parking area, sidewalks, fire alarm, HVAC system, plumbing, wiring, security systems/alarms, pest control, and structural systems of the Leased Premises. The University shall be responsible for all janitorial and related functions to keep the Leased Premises in a clean and well-kept condition. The University shall have no responsibility for any maintenance, custodial service, or cost of utilities for the portion of the WTC not leased by the University.
 - (b) The University shall not in any manner deface or injure the Leased Premises and will pay the cost of repairing any damage or injury done to the Leased Premises or any part thereof by the University or the University's employees, agents, contractors, or invitees, ordinary wear and tear excepted. The University agrees that it will keep the Leased Premises and the fixtures therein clean, safe, sanitary, and in good order and condition and will, at the expiration or other termination of the Lease term hereof, remove all goods and effects belonging to the University and at the University's expense shall: (i) promptly surrender to Commission possession of the Leased Premises in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted); (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures, computer/telephone cabling, and other equipment used in conducting the University's programming which is not owned by the Commission; and (iii) pay for repairs or any damage caused by such removal.
7. **UTILITIES.** The University shall pay a share of the Utilities fees (including water, electric, natural gas, sewer, and Internet) of the Leased Premises throughout the term (including any renewal terms) of this Lease that is proportionate to the percentage of the WTC's square footage leased by the University. The Commission's Finance Department will invoice the University monthly for its proportionate share of the previous month's utility bill. In no event shall the University's utility share exceed Five Thousand Dollars (\$5,000) per month.

8. **ALTERATIONS AND IMPROVEMENTS BY THE UNIVERSITY.** No alterations, additions, or improvements to the Leased Premises shall be made without first obtaining the express written consent from the Commission. The Commission may not unreasonably withhold consent. If the Commission refuses to consent to alterations, additions, or improvements, the University may immediately terminate this agreement.
9. **INSURANCE REQUIREMENTS.** During the term of this Lease, the University will require all contractors providing services on the Leased Premises to have a commercial general liability policy with a \$2,000,000.00 general aggregate limit and \$1,000,000.00 per occurrence. The said policy shall include the Commission, its officers, employees, and elected officials as additional insureds.
10. **ASSIGNMENT AND SUBLETTING.** The University covenants and agrees that before assigning this Lease or subletting said Leased Premises or any part of same, it will give a thirty (30) day written notice to Commission. During that period, Commission will approve or deny such assignment or sublease. The Commission may only deny such assignment or sublease if it reasonably believes the prospective tenant will substantially harm the Leased Premises. If the University receives no response from the Commission, after thirty (30) days, such assignment or sublease will be presumed approved. Any consent to a subletting or assignment shall not be deemed a consent to any subsequent subletting or assignment.
11. **DEFAULT.**
- (a) In the event: (a) rent in this Lease or any other payment required hereunder to be paid by the University is not paid at the time and place when and where due; (b) the Leased Premises shall be deserted or vacated for a period lasting more than thirty (30) consecutive days; (c) the University shall fail to comply with any material term, provision, condition, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice to the University of such failure to comply; (d) any petition is filed by or against the University under any section or chapter of the National Bankruptcy Act as amended; or (e) the University shall become insolvent or make a transfer in fraud of creditors, Commission shall have the option to terminate this Lease, in which event the University shall immediately surrender the Leased Premises to Commission.
- (b) In the event: (a) the Leased Premises shall be unfit for the University's use for a period lasting more than thirty (30) consecutive days; (b) the Commission shall fail to comply with any material term, provision, condition, or covenant of this Lease, and shall not cure such failure within thirty (30) days after written notice to the Commission of such failure to comply; (c) any petition is filed by or against the Commission under any section or chapter of the National Bankruptcy Act as amended; or (d) the Commission shall become insolvent or make a transfer in fraud of creditors, the University shall have the option to terminate this Lease, in which event the University shall have thirty (30) days to surrender the Leased Premises to Commission.

12. **FIRE, OTHER CASUALTY.** If a fire, casualty, or taking renders the Leased Premises or any part thereof unfit for use and occupancy as intended in this Agreement, a just and proportionate abatement of rent shall be made as of the date of such fire, casualty, or taking. If a substantial portion of the Leased Premises is damaged by fire, casualty, or taking, Commission and the University shall each have the right to terminate this Lease by notice given to the other party at any time within sixty (60) days after the date of such damage, casualty, or taking. If Commission fails to restore the Leased Premises to a condition substantially suitable for use and occupancy within one hundred eighty (180) days after said fire, casualty, or taking, then the University shall have a further right to terminate this Lease immediately by notice given to Commission at any time after the expiration of said one hundred eighty (180) day period, but before the completion of said repair and restoration.

13. **MISCELLANEOUS.** The parties hereto further agree as follows:

- (a) The non-enforceability or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.
- (b) The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Lease or in any manner to define, limit or describe the scope and intent of this Lease for the particular paragraph to which they refer.
- (c) The words "Commission" and "University", when used in this Lease shall be construed as plural whenever the number of the parties to this Lease shall require.
- (d) The notices or demands pursuant to the Agreement shall be in writing and shall be deemed given if personally delivered or mailed via electronic mail, first class mail, or certified mail, return receipt requested to the following addresses:

Commission: Lauderdale County Commission
102 South Court Street Florence, AL 35630
Attention: Brooke Slatton
256-760-5750

With a copy Commission's Attorney's Office
to: Attention: Christopher Smith

University: University of North Alabama
 Attention: Evan Thornton
 One Harrison Plaza
 Florence, AL 35630
 256-765-4232

With a copy University of North Alabama
to: Attention: Amber Fite-Morgan
 One Harrison Plaza
 Florence, AL 35630

If either party hereto changes its address for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

- (e) The parties further agree that this Lease is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.
- (f) It is expressly understood that this Lease sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.
- (g) This Lease shall be binding upon the parties, and their successors in interest.
- (h) Each party to this Lease shall be responsible for the payment of all costs, expenses, legal fees, and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this Lease, and all documents required to be delivered pursuant to this Lease and in otherwise performing the transactions contemplated by this Lease.
- (i) The Commission agrees to allow the University reasonable access to security cameras at the WTC.
- (j) The University of North Alabama is an entity of the State of Alabama. Accordingly, the University does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Alabama, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. The University, as an entity of the State of Alabama, does not have the authority to enter into agreements which are contrary to any Federal laws, the Alabama Constitution, or Alabama Statutes, all as interpreted by the courts and the Alabama Attorney General. Any and all claims against the University are subject to a ruling from the Alabama Board of Adjustment. Nothing contained within this Agreement shall be interpreted in such a way that the University acted contrary to or outside of its authority to act as an entity of the State of Alabama.

IN WITNESS WHEREOF, the parties hereunto entered into this Lease on the day first written above.

WITNESS:

Brooke Slatton

UNIVERSITY OF NORTH
ALABAMA *Evan Thornton*

By: _____

Evan Thornton
Its: Senior Vice President for
Business & Financial Affairs/CFO

LAUDERDALE COUNTY
COMMISSION

By: *Danny Pettus*

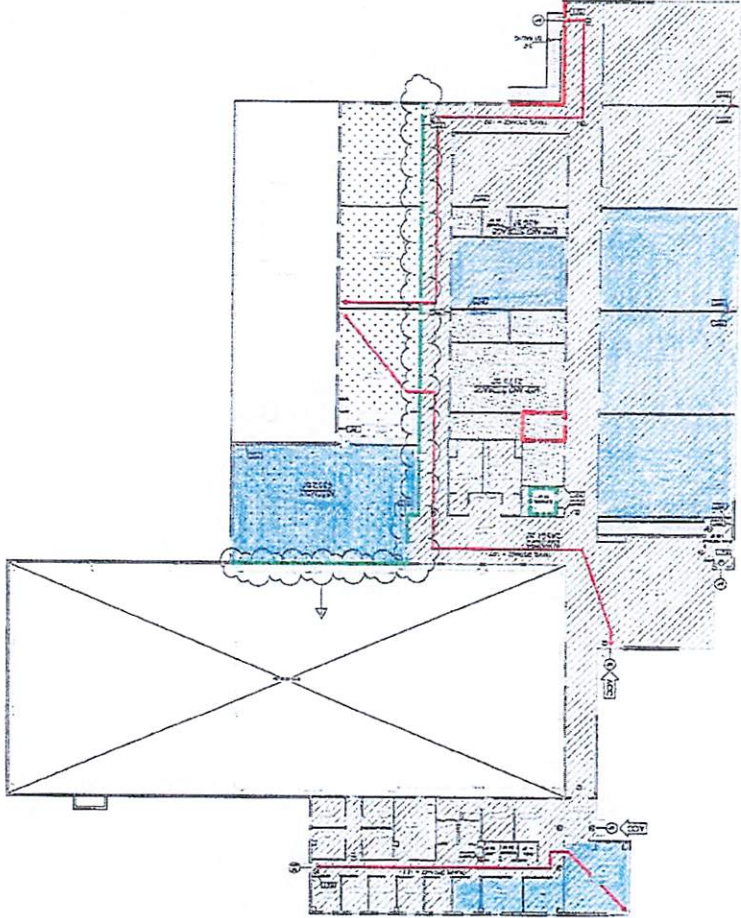
County Public (Rev 2/1 2/11 14:48:43 EST)

Danny Pettus
Its: Chairman

Exhibit A- Leased Premises

A3 LEVEL 2- LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"



PLAN LEGEND

	FIRE ALARM DEVICE
	FIRE EXTINGUISHER
	FIRE DOOR
	FIRE RATED WALL
	FIRE RATED DOOR
	FIRE RATED WINDOW
	FIRE RATED GLASS
	FIRE RATED PARTITION
	FIRE RATED FLOOR
	FIRE RATED CEILING
	FIRE RATED ROOF
	FIRE RATED FOUNDATION
	FIRE RATED EXTERIOR WALL
	FIRE RATED EXTERIOR DOOR
	FIRE RATED EXTERIOR WINDOW
	FIRE RATED EXTERIOR PARTITION
	FIRE RATED EXTERIOR FLOOR
	FIRE RATED EXTERIOR CEILING
	FIRE RATED EXTERIOR ROOF
	FIRE RATED EXTERIOR FOUNDATION

LIFE SAFETY PLAN - LEVEL 2

LANDSHAL COUNTY WORK DEVELOPMENT CENTER

G2.03

GMC & GMC# ALUMINUMS

2021-01-01

ISSUE	DATE
1. INITIAL DESIGN	2021-01-01
2. REVISED DESIGN	2021-01-01
3. REVISED DESIGN	2021-01-01
4. REVISED DESIGN	2021-01-01
5. REVISED DESIGN	2021-01-01
6. REVISED DESIGN	2021-01-01
7. REVISED DESIGN	2021-01-01
8. REVISED DESIGN	2021-01-01
9. REVISED DESIGN	2021-01-01
10. REVISED DESIGN	2021-01-01
11. REVISED DESIGN	2021-01-01
12. REVISED DESIGN	2021-01-01

2731111 Avenue South
Birmingham, AL 35233
T 205.879.4400
GMCWORKS.COM

GMC

Mechatronics Lab- 1784

Mechatronics Lab- 1789

Flex Lab- 1789

PLC Lab- 1035

Assembly- 2725

Office 1- 169

Office 2- 176

Office 3- 115

Conference- 576

Total 10,158